

Date: \_\_\_\_\_

**CSIRO**  
ABN: 41 687 119 230  
Building 52, 5 Julius Avenue  
North Ryde, NSW 2113  
Australia

# CERC Postdoc Mentor Agreement



Alumni Mentor: [insert]  
ABN: [insert]

CSIRO Contract Manager

Name: [insert]  
Address: [insert]  
Tel: [insert]  
Email: [insert]

**Karen Rogers**  
Tel: 03 9545 8693  
Address: Private Bag 10, Clayton South VIC 3169  
Email: Karen.Rogers@csiro.au

<b>Role</b>	<ul style="list-style-type: none"><li>You are voluntarily entering into a mentoring relationship with a CERC Postdoctoral Fellow ('Fellow').</li><li>The shared objective of the role is to improve the innovation sector or the benefit of the sector as a whole, by enhancing each Fellow's learning and development and providing them with an external view.</li><li>You and CSIRO will each support the other to contribute to this shared aim, as set out in this Agreement.</li><li>Further Information in relation to the CSIRO Alumni Mentoring Program can be found at <a href="https://alumni.csiro.au/get-involved/mentoring/cerc-postdoc-mentoring-program/">https://alumni.csiro.au/get-involved/mentoring/cerc-postdoc-mentoring-program/</a></li></ul>
<b>Activities</b>	<ul style="list-style-type: none"><li>You will select a Fellow from the profiles listed on the CSIRO Alumni website, with the aim of forming a mentoring relationship that best matches your skills and experience.</li><li>You and your chosen Fellow will meet regularly by mutual arrangement to provide general career guidance and mentoring.</li><li>The permitted Activities specifically do <b>not</b> include scientific collaboration, discussion of technical aspects of projects, disclosure of confidential information, or the development or provision of IP or other technical materials. Any such activities would need to be the subject of a separate written agreement between you and CSIRO, prior to commencement.</li><li>CSIRO will provide you and the Fellow with a <a href="#">Mentoring Handbook</a>, and you are encouraged to use the Mentoring Handbook as a guide to set expectations and guide the mentoring relationship.</li><li>You will, and CSIRO will ensure that the Fellow does:<ul style="list-style-type: none"><li>enter the mentoring partnership with a commitment to assist the learning and development of the Fellow in an environment that supports honesty, fairness and respect;</li><li>act professionally and ethically with care, diligence efficiency and impartiality at all times; and</li><li>notify the other promptly of any concerns about the mentoring relationship.</li></ul></li></ul>
<b>CSIRO Alumni network Contact</b>	<p><b>Alexandra Mead</b> Tel: +61 2 9325 3049 Address: Building 53/11 Julius Ave, North Ryde NSW 2113 Email: Alexandra.Mead@csiro.au</p>
<b>CSIRO Material</b>	All material provided to you by CSIRO in the course of or in connection with the Alumni Mentoring Program and your role as an Alumni Mentor. This may include material owned or provided by a third party.
<b>Dates</b>	<p><b>Start Date:</b> On receipt of a signed Agreement by CSIRO.</p> <p><b>End Date:</b> 6 months after Start Date unless extended by agreement in writing between you and CSIRO, or terminated early in accordance with these terms</p>

**This proposal to enter into an Agreement (which will consist of this cover page, the terms overleaf and any attachments) is valid for 60 days from the date shown at the top of this cover page. To accept this proposal, please sign below and return all of the pages of the Agreement to the CSIRO Contract Manager identified above via email.**

By signing below you confirm you have read and accepted the Agreement.

CSIRO \_\_\_\_\_ by \_\_\_\_\_ on \_\_\_\_\_  
[Signature] [CSIRO delegate name] [date]

Alumni Mentor \_\_\_\_\_ by \_\_\_\_\_ on \_\_\_\_\_  
[Signature] [Alumni Mentor] [date]

# TERMS

## 1. Definitions

'**Agreement**' means these terms together with the cover page and any attachments.

'**Confidential Information**' means all information disclosed in any form or media, which is by its nature confidential or which CSIRO identifies as confidential, and includes all copies, notes and records made of such information.

'**Contract Material**' means all material brought or required to be brought into existence in the course of or for the purposes of performing the Role and Activities.

'**CSIRO**' means the Commonwealth Scientific and Industrial Research Organisation ABN 41 687 119 230, having its principal office at Building 101, Clunies Ross Street, Acton, ACT, 2601.

'**IP**' means any rights in any existing or future copyright work, patentable invention, design, circuit layout, new plant variety, trademark, know-how or trade secret.

'**you**' or '**your**' means the Mentor.

Other capitalised expressions used in this Agreement have the meanings given to them in the cover page.

## 2. Appointment

- 2.1 CSIRO appoints you to perform the Role and Activities for the term beginning on the Start Date and finishing on the End Date

## 3. Your Responsibilities

- 3.1 You will:
- perform the Role and Activities to professional standards;
  - liaise with, and report to the CSIRO Alumni Contact as reasonably requested by CSIRO during the Term;
  - notify the CSIRO Alumni Contact of any potential conflict of interest. You will take steps as CSIRO reasonably requires to deal with the potential conflict. If you do not deal with the conflict as required, CSIRO may terminate the Agreement by notice in writing;
  - maintain appropriate insurance in respect of the performance of your obligations under this Agreement; and
  - comply with CSIRO's Code of Conduct (<http://www.csiro.au/en/About/Policies-guidelines/Working-at-CSIRO/Code-of-Conduct>) to the extent that it is applicable and is not inconsistent with the terms of this Agreement.
- 3.2 While on CSIRO premises you must comply with all lawful and reasonable directions given by CSIRO or by its personnel concerning:
- the security and the health and safety of any person;
  - the use of any equipment, materials or facilities (such as laboratories); or
  - the use of any computer, electronic or telecommunications device, software, databases or on-line services.

## 4. CSIRO's Responsibilities

- 4.1 CSIRO will:
- appoint the CSIRO Alumni Contact who will act as the primary point of contact for you; and

- provide you with support in performing the Role, including a briefing on the Role and managing expectations.

## 5. CSIRO Material

- 5.1 CSIRO retains ownership of any CSIRO Material that it has proprietary rights in. You may only use or reproduce the CSIRO Material for the purpose of performing the Role and Activities.
- 5.2 If CSIRO provides you with any material belonging to a third party, CSIRO will notify you of any conditions attached to the use of such material and you must use this material only in accordance with these conditions.
- 5.3 You are responsible for the safe-keeping of any CSIRO Material or other material that is provided to you.

## 6. Contract Material

- 6.1 All new IP in the Contract Material will belong to CSIRO from the time such IP is created. You must sign or execute any document and do all other things reasonably required by CSIRO to ensure that CSIRO has ownership of the new IP in the Contract Material.
- 6.2 If the Contract Material makes use of pre-existing IP not belonging to CSIRO then:
- you must identify such pre-existing IP to CSIRO before embodying that IP into the Contract Material; and
  - you will procure an irrevocable perpetual, non-exclusive royalty-free licence to CSIRO to such IP to the extent necessary for CSIRO to use the Contract Material.
- 6.3 If the Contract Material consists of copyright material, then you must obtain the relevant written consent allowing CSIRO to make such amendments, revisions, deletions or alterations to this copyright material as CSIRO determines in its absolute discretion and to distribute this copyright material to third parties without attributing the author.
- 6.4 You may only use or reproduce the Contract Material for the purpose of performing the Role and Activities.

## 7. Confidential Information

- 7.1 You must only use CSIRO's Confidential Information for the purpose of performing the Role and Activities.
- 7.2 CSIRO's Confidential Information must be kept confidential.
- 7.3 You must not disclose any of CSIRO's Confidential Information to anyone without CSIRO's prior written consent. You must also comply with any reasonable request by CSIRO to ensure that its Confidential Information is secure.
- 7.4 You must promptly notify CSIRO if you become aware of any unauthorised disclosure of the Confidential Information.
- 7.5 The obligation to maintain the confidentiality of Confidential Information does not apply to information which you can prove was:
- created by you independently of the Confidential Information;
  - rightfully known by you as a consequence of the information being disclosed from an independent

- source without any limitation on its use and disclosure; or
- (c) in the public domain (other than as a result of a breach of this Agreement).

any guidelines (if any) provided by CSIRO to you from time to time. You must not otherwise use CSIRO's name or trademarks without CSIRO's prior written consent.

- 10.6** This Agreement is governed by the law of Victoria, Australia.

- 7.5** You may disclose Confidential Information if required by law, but only to the extent of that legal requirement and after appropriate action is taken to protect the form and content of the disclosure.
- 7.6** Some of CSIRO's Confidential Information may be classified as official secrets of the Commonwealth under the *Crimes Act 1914 (Cth)*. You must not communicate any official secrets to anyone who is not authorised to receive such information. You must not retain any material containing official secrets when you no longer have any right to retain it. A failure to comply with these obligations is an offence punishable by penalty or imprisonment.
- 7.7** While performing the Role and Activities you may have access to personal information kept by CSIRO or its personnel. You must comply with any directions given to you by CSIRO in relation to your use of such personal information. You must also comply with the Privacy Act 1988 (Cth) and any relevant guidelines or determinations issued by the Office of the Australian Information Commission as to maintaining the privacy of such personal information.

## **8. Dispute Resolution**

- 8.1** If there is a dispute between you and CSIRO that cannot be resolved then the matter must be referred to the Australian Commercial Disputes Centre for arbitration in accordance with the Centre's Guidelines and Rules for Arbitration. The decision of the arbitrator (including any award as to costs) will be final and binding.

## **9. Termination**

- 9.1** Either party may terminate this Agreement by giving a minimum of 7 days notice in writing.
- 9.2** This Agreement can be terminated at any time by CSIRO giving you written notice if you have breached its terms and that breach is not remedied within 30 days after written notice is received.
- 9.3** On termination of this Agreement you must immediately return all CSIRO Materials in your possession and must hand to CSIRO any Contract Material created up to the date of termination.

## **10. General**

- 10.1** Each party warrants that it has the full power to enter into this Agreement.
- 10.2** This Agreement and the circumstances surrounding it do not create any relationship of employment, partnership, agency between you and CSIRO.
- 10.3** This Agreement records our entire agreement and supersedes all earlier agreements and representations that may have been made by CSIRO to you in relation to your appointment.
- 10.4** This agreement may be amended by agreement in writing between the parties.
- 10.5** You may use CSIRO's name to describe your Role at CSIRO. Your use of CSIRO's name must comply with