

India Australia Rapid Innovation Startup and Expansion ‘RISE’ Accelerator Participation Agreement

Program Details			
Program Name	RISE Accelerator Program, Round 2		
Program Dates	Commencement Date:	14 October 2024	Completion Date: 31 July 2025
Program Delivered By	CSIRO SME Connect		
RISE Program Director	Tamara Ogilvie		
Phone	02 9325 3073	Email	RISEaccelerator@csiro.au

RISE Accelerator Participant Organisation “You” (Business)			
Organisation Name “You” (must be a legal entity)			
ABN/ACN			
Authorised Representative Name (must be authorised to sign on behalf of entity)			
Address			
Phone		Email	

Your Nominated Participants		
Nominated Participant You must nominate a key contact for the business who will take part in the Program such as a co-founder or executive. CSIRO will use the contact details provided for the purposes of the Program.	Name Role Email	
Additional Nominated Participant/s You must nominate at least one additional Nominated Participant from the business, such as co-founder or executive, who will take part in the Program. CSIRO will use the contact details provided for the purposes of the Program. All Nominated Participants are required to read the Participation Agreement and willingly consent to participate in the Program.	Name Role Email	
	Name Role Email	
	Name Role Email	
	Name Role Email	
	Name Role Email	
	Name Role Email	

Program Activities and Contributions

Program Activities	<p>You will participate in the India Australia Rapid Innovation and Startup Expansion (RISE) Accelerator Program (“Program”), delivered by the Commonwealth Scientific Industrial Research Organisation (CSIRO) and the Atal Innovation Mission (AIM), as outlined in Schedule 1.</p> <p>With a focus on environmental and climate impact through its Challenge Statements, the Program is purpose-built to help Indian and Australian startups and small to medium sized businesses (SMEs) with mature technologies to accelerate and amplify their cross-border impact.</p> <p>The Program will run for 9 months in two consecutive phases: Discovery Phase, followed by Pilot Phase. The Program comprises:</p> <ul style="list-style-type: none">• facilitated curriculum sessions during the Discovery Phase incorporating a range of learning modules to support overseas expansion activities including cross-border trade and operations navigation, technology validation and adaptation, connections and networks, and credibility building• guest speakers, including experienced entrepreneurs and investors, industry representatives and other trade related experts• support to plan market entry and pilot activities in the target market• regular access to dedicated coaches and other subject matter mentors, from both Australia and India• travel and in-person experiences. Nominated Participant/s will attend in-person activities scheduled to take place twice in the home country (Australia) and once in target country (India). Travel Allowance specified below in section ‘Travel Allowance Details’, will support the reasonable costs of accommodation and transport of one Nominated Participant• introductions and support brokering relationships with potential pilot phase collaborators including global corporations, research institutes, local industry and similar• introductions to investors and the broader investment community• in person/virtual showcasing and networking opportunities• support to execute Pilot Phase activities in the target market, such as demonstration pilot with an industry partner, cross-border target market research, and/or target market research & development (Pilot Phase)• RISE Accelerator grant (the “Grant”) subject to satisfactory participation in, and completion of, Program Activities; and submission of satisfactory deliverables by the due dates. <p>When Nominated Participants participate in Program Activities, it is an opportunity for everyone in the cohort to listen, share and learn from each other. You and your Nominated Participants should not share sensitive commercial or technical information and be mindful of your IP strategy, when participating in these events, as confidentiality cannot be assured.</p> <p>Should you elect to pursue further work beyond the scope of the Program and all Program Activities with parties whom you meet through the Program, this further work is beyond the scope of this Agreement and will be the subject of a separate agreement between those parties, and for which You are responsible.</p> <p>Further detail of Program Activities are specified in Schedule 1.</p>
Your Contribution	<p>Your Nominated Participants will be available to actively participate in Program Activities for the full duration of the Program, in accordance with the Program Guidelines available at riseaccelerator.org.</p> <p>During the Discovery Phase it is estimated an average total commitment of approximately 6 hours per week will be required, including learning activities, mentoring, market entry and pilot planning, and self-paced study. This does not include in-person Program Activities which will require travel and immersive learning within Australia and to India as outlined in Schedule 1.</p> <p>In the Pilot Phase You will allocate as much time as is reasonably necessary to execute your Pilot Phase activities. You are responsible for any costs associated with:</p> <ul style="list-style-type: none">• You and Your Nominated Participants’ time and effort in the Program Activities• travel, excluding that provided by CSIRO under Travel Allowance• delivery of the Pilot Phase activities.

<p>Media Consent and Use of Name Details</p>	<p>CSIRO/AIM media consent</p> <p>CSIRO may take photographs, audio and/or video recordings of the Program Activities. This may include photographs, audio and/or video recordings of individual Participants participating in the Program Activities as part of the Program. Photographs, audio and/or video recordings captured as part of the Program may be shared with other third parties (such as Program delivery partners, sponsors, and collaborators) and may be published by CSIRO including on its website.</p> <p>Use of Name</p> <p>Your business name and logo, high-level outline of your solution and technology and amount of Grant awarded may be used publicly, with information published on the CSIRO, AIM, and sponsor websites and social media channels.</p> <p>We may approach you at any time during your participation in the Program to request your inclusion in Program case studies and promotional material.</p>
<p>Program Acknowledgement and Promotions Details</p>	<p>Announcement of and promotion of participation in the Program</p> <p>You will refrain from publicly announcing your selection for/participation in the Program until the Participation Agreement is fully executed, and CSIRO and AIM have publicly acknowledged your participation on their channels.</p> <p>Acknowledgment Marks and Guidelines will be provided to you to showcase your participation in the Program. You will adhere to the Acknowledgement Marks and Guidelines throughout your participation in the Program. Correct use of Acknowledgement Marks will be monitored to ensure no misuse occurs. Withdrawal from the Program will require immediate removal of Acknowledgement Marks where applied.</p> <p>You will adhere to guidance provided by CSIRO and or AIM on all approved statements provided to you on use of imagery to formally announce your participation in the Program as well as participation in subsequent Program Activities.</p>
<p>Documentation and Reporting Details</p>	<p>You will be required to develop and submit the following Documentation and Reporting. The development of these will be supported by Program Activities, the Program Materials, in-person travel, Facilitator, Expert-in-Residence and subject matter mentors. Submission of all Documentation and Reporting are linked to the payment of the Grant. All Documentation and Reports should include clear timelines, resources and outcomes.</p> <p>Market Entry Strategy:</p> <ul style="list-style-type: none"> • is to include evidence of your participation and performance in Program Activities • outline at a minimum: <ul style="list-style-type: none"> – internationalisation goal – value proposition statement – target market, customers and key stakeholders – channel strategy – go-to-market plan. <p>To be submitted by the Schedule 1 due date or earlier.</p> <p>Pilot Phase Plan:</p> <ul style="list-style-type: none"> • is to include evidence of your participation and performance in Program Activities • is to reflect the core technology for which you entered into the Program, and that reflects the value proposition presented as part of the Market Entry Strategy (or as otherwise updated with knowledge of Your Program Facilitator or Expert-in-Residence). • outline at a minimum: <ul style="list-style-type: none"> – refined market entry strategy – pilot objectives, including activities that would reasonably be expected to contribute to the furthering of your technology’s market entry – pilot activities, including nominated pilot partner(s) – pilot operational capability, resources and pilot phase budget, in the template provided at the commencement of the Program, and that demonstrates incurred and or forecast expenditure of at least an amount equal to the Grant – risks and mitigations. • is to be submitted by the Schedule 1 due date or earlier <p>Final Program Report:</p> <ul style="list-style-type: none"> – at the conclusion of Program Activities, You must submit a Final Program Report that outlines if and how your Market Entry and Pilot Phase outcomes have been achieved – is to include evidence of Your cross-border achievements during the Program

– is to identify the total Pilot Phase expenditure incurred, against budget and confirm the Grant has been spent in accordance with this Agreement and the Program Guidelines available at riseaccelerator.org;

– is to be submitted by the Schedule 1 due date or earlier.

Ad hoc reporting:

- You must also notify CSIRO in writing of any changes that would hinder Your or any Nominated Participants' participation in the Program.
- You must also notify us of significant events or achievements relating to your Pilot Phase project and cross border activities and provide reasonable access to or an invitation to be included in public promotional opportunities for our program representative/s to attend.

Post-program Reporting:

- for a period of 36 months, at the +12, +24, and +36 months post-program Completion Date, survey responses will be required to assist us to reasonably track how you and your cross-border activities have generally progressed since Your completion of the Program
- must be returned within four weeks of receiving the online survey request.

You will receive a Travel Allowance to support costs of one Nominated Participant attending the in-person travel experiences, up to the maximum allowance amounts for each eligible cost and up to the total maximum allowance, to support only the eligible costs below, and only on receipt of an invoice by You that must include tax receipt for flights and accommodation expenses.

The Travel Allowance contributes to reasonable costs only for flights and accommodation necessary for attending in-person activities, as determined by the Program Delegate.

Eligible air transportation is limited to an economy class fare for each sector travelled; where non-economy class air transport is used only the equivalent of an economy fare for that sector is eligible expenditure. Where non-economy class air transport is used, the Participant Organisation must provide evidence showing what an economy airfare cost for that flight at the time of travel.

The Travel Allowance is subject to Nominated Participant's full attendance at the in-person travel as scheduled.

Additional Nominated Participants may attend the in-person experiences, at Your cost and or using the Grant. Any other travel by Nominated Participants to support Pilot Phase activities is at the Your cost and or using the Grant.

All Nominated Participants are responsible for all travel insurance, medical expenses and medical clearance, and risk assessment in relation to any travel associated with the Program.

In-person travel experience	Maximum travel allowance	Eligible Costs
Travel 1 Australia 4 nights	Total \$2,500 (inclusive of GST) <ul style="list-style-type: none"> • maximum flight allowance \$800 (inclusive of GST) • maximum accommodation allowance \$1,600 (inclusive of GST) • maximum ground fares and incidentals \$400 (inclusive of GST) 	<ul style="list-style-type: none"> • Flights if required, tax receipt required • Accommodation, tax receipt required • Up to \$100 per night, for the maximum nights shown left, supporting ground fares and incidentals; no receipts required • If the maximum allowance is reached, no further (flight, accommodation or daily) allowances can be claimed.
Travel 2 India 10 nights	Total \$6,000 (inclusive of GST) <ul style="list-style-type: none"> • maximum flight allowance \$3,000 (inclusive of GST) • maximum accommodation allowance \$3,000 (inclusive of GST) • maximum ground fares and incidentals \$1,000 (inclusive of GST) 	
Travel 3 Australia 1 night	Total \$1,000 (inclusive of GST) <ul style="list-style-type: none"> • maximum flight allowance \$800 (inclusive of GST) • maximum accommodation allowance \$400 (inclusive of GST) • maximum ground fares and incidentals \$100 (inclusive of GST) 	

Travel Allowance Details

Grant Details	<p>The RISE Accelerator grant (Grant) is up to \$75,000 (plus GST), subject to satisfactory participation in, and completion of, Program Activities, and achievement of Milestones.</p> <p>You are responsible for any costs incurred in the Program.</p> <p>The Grant will be paid in two tranches. The Grant is paid if You meet program performance milestones (the “Milestones”):</p> <ul style="list-style-type: none"> • You (your Nominated Participant/s collectively) actively participate in no less than 90% of Program Activities overall for the full duration of the Program, however attendance at 100% of the Immersion Weeks is required. • Submission of all documents and reports specified in the Documentation and Reporting Details, including: <ul style="list-style-type: none"> ○ Market Entry Strategy and Pilot Phase Plan - we will only make the first grant payment of \$37,500 when we receive satisfactory submission of the Market Entry Strategy and Pilot Phase Plan ○ Final Program Report - we will only make the final grant payment of \$37,500 when we receive satisfactory submission of the Final Program Report ○ You must be able to fund the total cost of Your Pilot Phase activities before being reimbursed, without using in-kind contributions.
Program Material	<p>All material provided to you by CSIRO and AIM in relation to the Program and the Program Activities. This may include material provided by a third party during the Program Activities.</p>

This proposal to enter into an Agreement (which will consist of this cover page, the terms overleaf and any attachments) is valid for 7 days from the date of issue.

To accept this proposal, please sign below and return all the pages of the Agreement to the RISE Accelerator Team via email: RISEaccelerator@csiro.au

By signing below you confirm, on behalf of the RISE Accelerator Participant Organisation, that:

- the Organisation accepts the terms of this Participation Agreement and CSIRO’s Code of Conduct; and
- identified Nominated Participants have provided their consent to the handling of their personal information as described in the Terms of this agreement and the [RISE Participant Privacy Statement](https://riseaccelerator.org/privacy-statement/) <https://riseaccelerator.org/privacy-statement/>

CSIRO Delegate _____ by _____ on _____
[Signature] *RISE Program Director* *[Date: DD/MM/YY]*

RISE Accelerator Participant Organisation _____ by _____ on _____
[Signature] *Authorised Representative Name* *[Date: DD/MM/YY]*

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 the Discloser identifies as confidential, and includes all copies, notes and records made of such information, but does not include Participant Organisation Confidential Information.

'Program Materials' means any materials owned or provided by CSIRO and/or AIM (together with any IP in same) which are made available by CSIRO and AIM (or its contractors) in connection with the Program 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.

'Discloser', in respect of Confidential Information, means a party to the extent that they disclose Confidential Information to another party under this Agreement.

'Grant' means the grant specified in the Grant Details.

'GST' has the meaning as in the *A New Tax System (Goods and Services) Tax Act 1999* (Cth).

'IP' means any rights in any existing or future copyright work, patentable invention, design, circuit layout, new plant variety or trade mark.

'Milestones' means the milestones specified in the Payment Terms.

'Participant' means any person who engages in or participates in the RISE Accelerator program delivered by CSIRO and AIM, including third parties.

'Payment Terms' means the payment terms for the Grant and the Travel Allowance specified in the Grant Details and the Travel Allowance Details.

'Program' means the Rise Accelerator Program.

'Recipient' means a party that receives Confidential Information under this Agreement.

'Rules of Participation' means the rules of participation for the Program.

'Travel Allowance' means the travel allowance specified in the Travel Allowance Details.

'Participant Organisation Confidential Information' means any information that is confidential in nature, which relates to Your research technology or business proposal it is developing in connection with the Program.

'you' or **'your'** means the entity described on the cover page under 'RISE Accelerator Program Participant Organisation'.

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

Your Responsibilities

- 1.1 You will ensure that you and your Nominated Participants:
 - a. participate in the Program Activities and conduct themselves to professional standards and in accordance with the terms of this Agreement, the Program Guidelines available at riseaccelerator.org, and the Rules of Participation provided to you on commencement;
 - b. are each aged 18 years or older at the time your application is made to the Program;
 - c. provide to CSIRO all the documentation and reports specified under Documentation and Reporting Details;
 - d. spend the Grant and Travel Allowance in accordance with any requirements specified in this Agreement and the Program Guidelines available at riseaccelerator.org;
 - e. participate in all end-of-program and post-program reporting specified in the Documentation and Reporting Details;
 - f. Comply with [CSIRO's Code of Conduct](https://www.csiro.au/en/About/Policies/Code-of-Conduct) <https://www.csiro.au/en/About/Policies/Code-of-Conduct> as amended from time to time, to the extent that it is applicable and is not inconsistent with the terms of this Agreement;
 - g. are made aware of the provisions under this Agreement by you and provide whatever consents and permissions are needed in order for you to comply with this Agreement;
 - h. make Your Contribution in a timely manner;
 - i. promptly notify CSIRO via email (RISEaccelerator@csiro.au) if you become aware of any circumstances which might affect you or your Nominated Participants from fully participating in the Program Activities; and
 - j. disclose any potential conflict of interest in connection with this Agreement via email (RISEaccelerator@csiro.au). 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.
- 1.2 You must ensure that, while on CSIRO or other hosted premises or using online resources made available in connection with this Agreement, Nominated Participants comply with all lawful and reasonable directions given by CSIRO or by its personnel concerning:
 - a. the security and the health and safety of any person;
 - b. the use of any equipment, materials or facilities;

- c. the use of any computer, electronic or telecommunications device, software, databases or on-line services and any user policies which apply;
 - d. compliance with CSIRO's Code of Conduct. You will take steps as CSIRO reasonably requires to deal with any potential breaches of CSIRO's Code of Conduct, including removing Participants from the Program Activities.
- 1.3** You will be responsible for securing appropriate visa/s in relation to any travel associated with the Program.
- 1.4** CSIRO is committed to providing a safe and inclusive workplace environment through eliminating and preventing all forms of workplace discrimination, harassment and bullying. Participants shall report all conduct that amounts to bullying, harassment or sexual harassment including unwelcome conduct in accordance with CSIRO's Code of Conduct <https://www.csiro.au/en/About/Policies/Code-of-Conduct> (as updated from time to time) and/or report to you in accordance with your procedures, as relevant.

CSIRO's Responsibilities

- 2.1** CSIRO will:
- a. provide a primary point of contact for You, and the Nominated Participants;
 - b. lead the Program Activities;
 - c. provide the Travel Allowance;
 - d. provide the Grant;
 - e. ensure that Expert-in-Residence, subject matter mentors, or other experts formally participating the Program enter into an agreement with CSIRO to protect Confidential Information and Confidential Information disclosed by Your Nominated Participants in the course of the Program.
- 2.2** CSIRO will pay the Grant and the Travel Allowance in accordance with the Payment Terms, including upon the achievement of the Milestones.
- 2.3** CSIRO may by notice withhold payment of any amount of the Grant or Travel Allowance where it reasonably believes:
- a. you have not complied with this Agreement;
 - b. you are unable to undertake the Program Activities;
 - c. the Grant or Travel Allowance is being used to support the costs of any activity that would be reasonably anticipated to bring the Program into disrepute; or
 - d. there is a serious concern relating to the RISE Accelerator Participant Organisation, or this Agreement that requires investigation.
- 2.4** A notice under clause 2.3 will contain the reasons for any payment being withheld and the steps you can take to address those reasons.
- 2.5** CSIRO will pay the withheld amount once you have satisfactorily addressed the reasons contained in the notice under clause 2.3.
- 2.6** You must provide an invoice which includes your Australian Business Number to CSIRO before CSIRO makes a payment to you. If you are registered for GST, this should be a tax invoice. If GST is not payable CSIRO may require you to provide a statement to this effect.
- 2.7** You will be responsible for paying any GST, income tax or superannuation contributions relating to your provision of services to CSIRO. If CSIRO is obliged to pay any such taxes or contributions it will deduct an amount equal to such payment from the Grant or Travel Allowance.

Intellectual Property

- 3.1** Ownership of IP in Program Materials is not affected by this Agreement. CSIRO grants you a non-transferable, non-exclusive, royalty-free right to use the Program Materials in connection with the Program Activities.
- 3.2** 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.
- 3.3** Each party is responsible for the safe-keeping of any Program Material or other material that is provided to it or created by it in the course of the Program Activities.
- 3.4** As between the parties to this Agreement, CSIRO does not make any claim over new IP brought into existence by you or Participants as part of or for the purpose of the Program Activities.

Participating in Program Activities

- 4.1** Elements of the Program Activities may provide an open forum for Participants to share ideas and experiences. People may learn from and build on the information shared by Participants in such forums.
- 4.2** Confidential treatment of information shared in open forum as part of the Program Activities cannot be assured. Participants are not required to keep such information confidential.

- 4.3 You should ensure that You and your Nominated Participants limit information disclosed to others involved in the Program Activities accordingly, including to other participants in the Program. You should consider putting in place appropriate IP and/or confidentiality arrangements with third parties where relevant.

Privacy

- 5.1 In this clause, 'Personal Information', 'Registered Privacy Code' and 'Australian Privacy Principles' have the meaning given to them in the *Privacy Act 1988* (Cth) (Act).
- 5.2 CSIRO is bound to protect personal information in accordance with the *Privacy Act 1988*.
- 5.3 CSIRO collects Personal Information, including sensitive information of participants for the purposes of delivering the Program. This personal information may include Participants' name, business address, email address and mobile number. You agree that CSIRO will collect, use and disclose the Nominated Participants' personal information in accordance with the [RISE Privacy Statement](https://riseaccelerator.org/privacy-statement/) <https://riseaccelerator.org/privacy-statement/> and [CSIRO Privacy Policy](https://www.csiro.au/en/about/policies/privacy) <https://www.csiro.au/en/about/policies/privacy> for the purposes of facilitating the Program.
- 5.4 By signing this Agreement you acknowledge that Your Nominated Participants have been informed of the [RISE Privacy Statement](https://riseaccelerator.org/privacy-statement/) <https://riseaccelerator.org/privacy-statement/> and [CSIRO Privacy Policy](https://www.csiro.au/en/about/policies/privacy) <https://www.csiro.au/en/about/policies/privacy> and have provided their consent to the handling of their personal and sensitive information in the ways described in the [RISE Privacy Statement](https://riseaccelerator.org/privacy-statement/) and [CSIRO Privacy Policy](https://www.csiro.au/en/about/policies/privacy) and for the purposes of the Program.
- 5.5 CSIRO may disclose Personal Information to research partners, collaborators and sponsors located outside of Australia for the purposes of delivering the Program. By signing this agreement, you acknowledge that this information may not be subject to the requirements of the Privacy Act once disclosed to entities located outside of Australia.
- 5.6 As a Participant you must:
- comply with any directions given to you by CSIRO in relation to your use of Personal Information;
 - assist CSIRO to meet its obligations in relation to Personal Information collected, used or disclosed in connection with the Program;
 - not use or disclose any Personal Information that you acquire, other than for the purposes of your role as a Participant. You also agree that you will take all reasonable steps to secure that Personal Information to ensure that it is not capable of being accessed by third parties;
 - delete or return any Personal Information disclosed to you by CSIRO at the conclusion of your participation in the Program.

Confidential Information

- 6.1 The parties acknowledge and agree that:
- Participants should not disclose sensitive Participant Organisation Confidential Information to CSIRO, AIM, Expert-in-Residence, subject matter mentors or other Participants. You should take all reasonable steps to ensure you do not disclose material which would undermine your ability to secure patent or other protection for Participant Organisation Confidential Information, or which would jeopardise or hinder your commercial activities; and
 - this clause 6 covers the parties' obligations in relation to Confidential Information disclosed as part of administering and managing the Program Activities.
- 6.2 Each party must comply with any directions given by a Discloser as to the use of Confidential Information.
- 6.3 Unless notified otherwise in writing by the Discloser, and subject to clause 6.6, each party must keep all Confidential Information of the Discloser confidential until that information enters the public domain other than by any breach of this Agreement.
- 6.4 A party must promptly notify the other party if they become aware of any unauthorised disclosure of Confidential Information.
- 6.5 The obligation to maintain the confidentiality of Confidential Information does not apply to information:
- created 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
 - in the public domain (other than as a result of a breach of this Agreement).
- 6.6 Each party may disclose a Discloser's Confidential Information or any other party's 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.
- 6.7 Notwithstanding the foregoing in this clause 6:
- CSIRO may disclose Confidential Information of the Discloser to a responsible authority if CSIRO, acting reasonably, deems the information to expose or relate to a potential risk to public health or safety; and
 - CSIRO may disclose Confidential Information of the Discloser to its responsible government Minister or in response to a request by a House of Parliament or a Committee of Parliament.

- 6.8 The Participant must promptly notify the Discloser if it becomes aware of any unauthorised disclosure of Confidential Information.

Photographs

- 7.1 CSIRO or a photographer engaged by CSIRO may take photographs, audio and/or video recordings of the Program Activities. Nominated Participants give permission for CSIRO to use these images in promotional material and social media in relation to the Program as set out in the Media Consent and Use of Name Details, and your participation in the Program Activities.

Branding

- 8.1 You may use the CSIRO and Program name or trade marks to describe your participation in the Program Activities in accordance the requirements set out in the section 'Program Acknowledgement and Promotions Details'. You must not (and must ensure that your Participants do not) otherwise use CSIRO (including Program) name or trade marks in a manner which suggests CSIRO endorses or is otherwise associated with your technology, business, products or services. In no case may you or your Participants use CSIRO's logos without CSIRO's prior written consent.
- 8.2 CSIRO may use your name or trade marks in relation to the Program, in promotional material for the Program, from the Commencement Date continuing for a period of 36 months after Completion Date as set out in the Media Consent and Use of Name Details. You will provide a current version of your logo for CSIRO to use in accordance with this Agreement. CSIRO must not otherwise use your logos without your prior written consent.
- 8.3 CSIRO may publicise the provision of the Grant to you including using the RISE Accelerator Participant Organisation's and CSIRO's name and logo, details of the project and the amount of funding awarded to you on public media, internet and other announcements during and after the Term. If requested by CSIRO, you will assist and cooperate in developing a case-study or other publicity regarding the Program for use by CSIRO on its website and other publicity activities. This process may result in one or more agreed joint press-releases.
- 8.4 Notwithstanding anything else in this Agreement, you must not issue any press release, public statement or public announcement with respect to this Agreement without CSIRO's prior written consent.

Liability

- 9.1 The Program Activities and Program Materials provide general information, rather than specific advice to your or your Participant's circumstances.
- 9.2 You acknowledge that you:
- a. are responsible for managing the confidentiality of your Confidential Information and the Participant Organisation Confidential Information in connection with the Program Activities;
 - b. must use your own judgement when using Program Materials made available to you under this Agreement;
 - c. exercise any right to exploit or commercialise any technology or materials created by you or your Participants at your own risk;
 - d. must use your own judgement as to the applicability and fitness for purpose of the Program Material and your technology or materials for your specific circumstances;
 - e. will make your own inquiries to determine whether the exercise of any right to exploit or commercialise your technology or materials will infringe any third party's IP; and
 - f. will make your own inquiries and use your own judgement as to the applicability and fitness for purpose of general advice or information provided by CSIRO or its subcontractors in the course of the Program Activities.
- 9.3 CSIRO excludes all terms, conditions, guarantees and warranties that otherwise apply by custom, the general law or statute in connection with this Agreement, except to the extent the exclusion of which would contravene any statute or cause this clause to be void or unenforceable ('**Non-Excludable Condition**').
- 9.4 To the extent permitted, CSIRO's liability to you for breach of any Non-Excludable Condition is limited at CSIRO's option to:
- a. for services:
 - i. providing those services again; or
 - ii. paying the cost of having those services provided again;
 - b. for goods:
 - i. replacing the goods; or
 - ii. paying the cost of replacing the goods.
- 9.5 To the full extent permitted by law CSIRO will not be liable for any special, indirect or consequential damages, loss of anticipated profits or loss of revenue, arising from this Agreement.
- 9.6 Each party's liability under this Agreement is reduced to the extent that any damages, liability, loss or costs arises from, or is attributable to, any negligent or unlawful act or omission of the other party or its officers, employees, agents or contractors.

Insurance

- 10.1 You must ensure you have and maintain during the Term, appropriate insurance arrangements, including public and product liability, professional indemnity and workers compensation and employer's liability insurance required by applicable law, in relation to the Program Activities and Your Nominated Participants.
- 10.2 You will be responsible for all travel insurance cover (travel and associated items) for any travel related activities associated with the Program.
- 10.3 Nothing in this clause limits the other obligations and liabilities of any party under this Agreement or at law.

Dispute Resolution

- 11.1 If there is a dispute between you and CSIRO that cannot be resolved ("**Dispute**") then the matter must be referred to the Resolution Institute for mediation in accordance with the Resolution Institute Mediation Rules operating at the time the dispute is referred to the Resolution Institute. The mediation must take place in Sydney, Australia and be administered by the Resolution Institute.
- 11.2 This clause shall survive termination of this Agreement.
- 11.3 Nothing in this clause prevents a party from seeking urgent interlocutory relief.
- 11.4 CSIRO may disclose any information regarding the Dispute to its responsible government Minister, House of Parliament or a Committee of Parliament.

Termination

- 12.1 Either party may terminate this Agreement by 15 days' notice in writing; immediately where either party becomes insolvent or an application is made to wind up the party in the case of insolvency; or immediately if:
 - a. any representation made by You in this agreement is untrue;
 - b. you persistently fail to meet your obligations under this Agreement despite receiving a reasonable number of written warnings from CSIRO;
 - c. in CSIRO's reasonable opinion, CSIRO's name standing and reputation is brought into disrepute by you or any of your Participants or by being associated with you or any of your Participants or as a result of any restructure or controversy affecting you or any of your Participants.
- 12.2 This Agreement can be terminated by a party by written notice if any party breaches a term of this Agreement and fails to remedy the breach within 30 days after receiving written notice requiring it to do so.

General

- 13.1 Each party warrants that it has the full power to enter into this Agreement. Each party acknowledges that it has been given an opportunity to seek independent legal advice in relation to this Agreement and is not executing this document in reliance upon a promise, representation, advice, statement or information of any kind given by the other party otherwise than as expressly set out in this Agreement.
- 13.2 This Agreement and the circumstances surrounding it do not create any relationship of employment, partnership, agency between you and CSIRO.
- 13.3 This Agreement records our entire agreement and supersedes all earlier agreements and representations that may have been made in relation to its subject matter.
- 13.4 This Agreement may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument.
- 13.5 This Agreement is governed by the law of Australian Capital Territory, Australia.
- 13.6 This Agreement or a right created under it may only be amended, supplemented, replaced, novated, waived or varied in writing executed by all parties.

Schedule 1 – Program Activities

Week	Activities	Your Participation	Date From	Date To
1-2	Onboarding	Activate your RISE Accelerator curriculum platform account and complete all instructed onboarding steps.	14-Oct-24	27-Oct-24
3-5	Sprint A	Participate in scheduled virtual sessions, meet with your Facilitator, Expert-in-Residence, and complete eLearning modules.	28-Oct-24	17-Nov-24
6	Travel 1 Australia	Participate in all scheduled in-person experiences and events. Travel allowance (travel 1) invoice submitted by you at the conclusion of travel. Payment issued, subject to in-person attendance and provision of agreed tax invoice by you.	18-Nov-24	22-Nov-24
6-8	Sprint B	Participate in scheduled virtual sessions, meet with your Facilitator, Expert-in-Residence, mentors and complete eLearning modules.	18-Nov-24	8-Dec-24
8	Documentation, Reporting and Evaluation	Due date Market Entry Strategy.		8-Dec-24
9-11	Sprint C	Participate in scheduled virtual sessions, meet with your Facilitator, Expert-in-Residence, mentors and complete eLearning modules.	9-Dec-24	29-Dec-24
No formal Program Activities			30-Jan-24	26-Jan-25
12-14	Sprint D	Participate in scheduled virtual sessions, meet with your Facilitator, Expert-in-Residence, mentors and complete eLearning modules.	27-Jan-25	16-Feb-25
13	Travel 2 India	Participate in all scheduled in-person experiences and events. Travel allowance (travel 2) invoice submitted by you at the conclusion of travel. Payment issued, subject to in-person attendance and provision of agreed tax invoice by you.	3-Feb-25	12-Feb-25
15-17	Sprint E	Participate in scheduled virtual sessions, meet with your Facilitator, Expert-in-Residence, mentors and complete eLearning modules.	17-Feb-25	9-Mar-25
17	Documentation, Reporting and Evaluation	Due date Pilot Phase Plan.		09-Mar-25
18	Grant	First grant payment issued, subject to milestones achieved and provision of agreed tax invoice.	10-Mar-25	
18-35	Pilot Phase	Execute Pilot Phase Project activities, engage with your Facilitator, Expert-in-Residence and other mentors as required to achieve your Pilot Phase goals, and communicate any changes in Pilot Phase activities to your Facilitator and the RISE team.	10-Mar-25	13-Jul-25
33	Final Grant Invoice	Submit your final grant invoice no later than:		23-Jun-25
35	Wrap Week	Prepare Final Program Report, reflect on learnings and participate in Cohort Wrap activities (to be advised).	7-Jul-25	13-Jul-25
35	Documentation, Reporting and Evaluation	Due date Final Program Report.		13-Jul-25
36	Grant	Second grant payment issued, subject to milestones achieved and subject to provision of agreed tax invoice. Should travel be required for Cohort Wrap, travel allowance (travel 3) invoice submitted by you. Payment issued, subject to in-person attendance and provision of agreed tax invoice.	13-Jul-25	