

POLICY HACK PARTICIPATION DEED

Parties

Name **Commonwealth of Australia as represented by the Department of Social Services**
ABN **36 342 015 855**
Short form name **the Department**
Address for notices **[insert name, position, appropriate DSS Directorate and physical address]**
[insert email address]

Name **[insert Participant [legal] name]**
ABN **[if applicable insert ABN]**
ACN **[if applicable insert ACN]**

Short form name **Participant**
Address for notices **[for legal entity insert name and/or position of person to receive Notices and address**
for individuals insert physical address (No PO Boxes)]
[insert email address]

Background

- A The Department is holding a Policy Hack (the **Hack**) on the **10 February 2017** in Melbourne aimed at developing innovative policy proposals for co-development and implementation under the Government's \$96 million Try, Test and Learn Fund (**TTLF**).
- B The Participant has responded to an invitation to attend the Hack (**Response**) with the submission of one or more ideas. The Department has assessed the submission and the Participant has been invited to participate in the Hack.
- C The objectives of the Hack (**Objectives**) are to enable Participants to have the opportunity to work alongside other participants and Departmental staff to develop innovative policy ideas that could be funded under the Try, Test and Learn Fund.
- D Issues relating to each of the **Priority Groups** will be presented and discussed at the Hack. Participants will be invited to form small groups and workshop possible solutions, with the aid of table captains and mentors with expert knowledge on each group. Groups will then pitch their policy ideas to an expert mentor / judging panel.
- E Participants – individually or as collaborations, with policy ideas from the Hack judged suitable by the expert judging panel, may be invited to participate, or apply to participate in a co-design process with the Department.
- F The Department may approach third parties to co-develop and implement policy ideas submitted by the Participant in relation to the Hack.
- G The Department has selected the Participant to participate, and the Participant has agreed to participate, in the Hack on the terms set out in, and in accordance with, this Deed.

Agreed Terms

1. The Hack

- a. To participate in the Hack, the Participant will need to meet with the Department, and any other participants invited by the Department (**Other Participants**), at the time and place determined by the Department for the Hack to:
 - i. cooperate and participate in discussions in relation to the Objectives at Schedule 1 to the Deed; and
 - ii. assist the Department to consider any input from the Participant and Other Participants to achieve the Objectives.
- b. The Department may change the date, location and/or time of the Hack at any time.

2. Costs

- a. The Participant must meet all costs of:
 - i. preparing for, attending, participating in and contributing to the Hack, including but not limited to travel, accommodation, time and materials; and
 - ii. otherwise complying with this Deed.
- b. The Participant agrees that:
 - i. involvement in any aspect of the Hack, or in relation to any matter concerning this Deed, is at the Participant's sole risk, cost and expense; and
 - ii. the Department is not responsible in any circumstance for any costs or expenses incurred by the Participant in preparing for, attending, participating in or contributing to a Hack or taking part in any action or matter related to this Deed.

3. Intellectual Property

- a. The Participant may provide ideas, comments, suggestions and other input at the Hack, or provide material related to the Hack to the Department.
- b. Ownership of Intellectual Property
 - i. Nothing in this Deed or the Hack affects the ownership of any Existing Material or Third Party Material.
 - ii. The Participant owns the Intellectual Property Rights in all Response Material.
- c. Intellectual Property Licence – Response Material and initial assessment of ideas
 - i. For the purpose of the assessment of ideas in its Response, the Participant grants to Department a license to use, reproduce, modify and adapt the intellectual property rights and information contained in the Response Material solely for the purposes of assessing and communicating, through the Hack and DSS Engage, the Response in accordance with the sharing and assessment processes in the Hack.
- d. Intellectual Property Licence - Co-development

- i. If an idea is assessed as acceptable by the Department for co-development and possible funding under a grant agreement, the Participant grants to the Commonwealth a perpetual, world-wide, royalty free, fee free, non-exclusive license (including the right to sublicense) to:
 - (A) use, reproduce, modify, adapt, develop and communicate the Response Material for purposes consistent with the Department's functions;
 - (B) Remedy defects or omission in Response Material.
- e. Third Party Material
 - i. Participant must ensure that they have the right to deal with the Intellectual Property Rights in any Third Party Material. To the extent the Department needs to use any Third Party Material provided by the Participant to receive the full benefit of the Response, the Participant shall ensure that the Department is granted a licence to use all Third Party Material on the best available terms.
 - ii. Participant warrants to Department that the Department's use, including any use by its agents or subcontractors, of the Response shall not infringe any third party intellectual property rights or breach any duty of confidentiality owed to a third party.
 - iii. Participant indemnifies the Department, its officers, employees, agents and subcontractors against any liability, loss, damage, cost (including the cost of any settlement and legal costs and expenses on a solicitor and own client basis), compensation or expense sustained or incurred by the Department in connection with its use of the Responses, including without limitation in connection with any breach of the warranty set out in clause 3.d.ii. above

4. Department's rights

- a. The Participant acknowledges and agrees that:
 - i. the Department may hold more than one Hack;
 - ii. the Department may, at any time including but not limited to, during a Hack, exercise any of its rights under this Deed;
 - iii. the Department may include or not include Other Participants in the Hack;
 - iv. the Department may vary the Objectives for the Hack;
 - v. the Department may vary the timing and conduct of the Hack;
 - vi. the Department may hold or not hold the Hack ;
 - vii. the Department may exclude or cease having the Participant involved in the Hack ;
 - viii. the inputs and contributions to, and outcomes of, the Hack may be used by the Department as a basis to invite selected Participants(s) to the Hack to participate in or respond to a selection process to co-develop those policy ideas under the TTLF;
 - ix. the inputs and contributions to, and outcomes of, the Hack may be used by the Department as a basis to invite selected Participants(s) to the Hack to

- respond to a selection process to be funded to implement those policy ideas under the TTLF;
- x. the Department may choose to fund a third party to implement a policy idea under the TTLF;
 - xi. there is no obligation of confidentiality on the Department in respect of any input or contribution from the Participant provided as part of the Hack, and the Department may disclose those inputs and contributions to third parties; and
 - xii. the decision of what input or contribution to include or not include from the Hack for funding under the TTLF (if any at all) is at the sole and absolute discretion of the Department.
- b. The Participant acknowledges that nothing in this Deed limits the rights or discretions of the Department or the obligations of the Participant under the Hack.
 - c. The Department does not provide any assurance, warranty or representation whatsoever that the Department will:
 - i. adopt or implement any input or contribution of any Participant;
 - ii. issue a selection process following the Hack; or
 - iii. enter into a further agreement or arrangement with the Participant in relation to the subject matter of the Hack or the TTLF.
 - d. The Participant represents and warrants that:
 - i. it has not placed any reliance upon any representation or statement made by the Department or any of its officers, employees, advisors or agents in entering into this Deed; and
 - ii. it has all rights, title, licences, interests and property necessary to lawfully perform its obligations under this Deed.

5. Miscellaneous

- a. This Deed may be varied only in writing signed by each party.
- b. Where this Hack provides that the Department 'may' do a thing, it may do so in its absolute discretion, and the Department may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this Deed.
- c. A party may only assign its rights or novate its rights and obligations under this Deed with the prior written consent of the other party.
- d. Each party must pay its own costs of negotiating, preparing and executing this Deed.
- e. This Deed may be executed in counterparts. All executed counterparts constitute one document.
- f. This Deed constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.
- g. Waiver of any provision of or right under this Deed:

- i. must be in writing signed by the party entitled to the benefit of that provision or right; and
 - ii. is effective only to the extent set out in any written waiver.
- h. This Deed does not create a relationship of employment, agency or partnership between the parties.
- i. This Deed is governed by, and is to be construed in accordance with, the law in force in the Australian Capital Territory and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that jurisdiction.

6. Glossary

a. In the Deed unless the contrary intention appears:

Term	Definition
DSS Engage	means http://www.engage.dss.gov.au
Existing Material	means all material developed independently of the Response that is: <ul style="list-style-type: none">(a) incorporated into the Response; or(b) supplied with, or as part of the Response.
Intellectual Property Rights or IPR	means all copyright, rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity in industrial, scientific, literary or artistic fields.
Priority Groups	means a section of the Australian population that is one of the groups of focus of the Try, Test and Learn Fund. The priority groups for Tranche 1 are young parents, young carers and young students at risk of long-term unemployment. More information about the priority groups can be found in Section 2.3 of the TTLF Handbook.
Response Material	means all material that Participant brings into existence in the Response, including any ideas, comments, suggestions and other input at the Hack.
Third Party Material	means that IP which is owned by a party other than the Commonwealth (acting through the Department), or the Participant and is embodied in a Response or is otherwise necessarily related to the functioning or operation of the Response Material.

Signing page

EXECUTED as a deed.

Signed, sealed and delivered for and on behalf of the **Commonwealth of Australia as represented by the Department of Social Services** by its duly authorised delegate in the presence of

Signature of witness



Signature of delegate



Name of witness (print)

Name of delegate (print)

Date

Position of delegate (print)

[Note to Respondents: Appropriate execution block for deed to be included for the Participant entity type.]

Signed Sealed and Delivered by **[insert name of Participant] ABN [insert]** in accordance with section 127 of the *Corporations Act 2001* (Cth) in the presence of

Signature of director



Signature of director/company secretary
(Please delete as applicable)



Name of director (print)

Name of director/company secretary (print)

Date

**Signed Sealed and Delivered by
Participant** in the presence of

Signature of Witness



Signature of Participant



Name of Witness(print)

Name of Participant (print)

Address of Witness

Date

SCHEDULE 1– THE POLICY HACK

Objectives

The objectives of the Hack are to enable participants to have the opportunity to work alongside each other with Departmental staff, table captains and mentors with expert knowledge to develop innovative policy ideas that assist the initial Priority Groups who are at risk of long-term welfare dependence, to find work.

Priority Groups

- *Young parents:* Young people aged 25 years and under who started receiving Parenting Payment at age 18 years or under and who are still receiving an income support payment;
- *Young carers:* Young people aged 25 years and under who have a significant care commitment which affects their capacity to engage to their full potential in education or employment;
- *Students at risk of long-term unemployment:* Young people aged 25 years and under who are at risk of moving from study to a period of unemployment.

How

The Policy Hack is an opportunity for you to work alongside others to develop innovative policy ideas.

Issues relating to each of the Priority Groups will be presented and discussed at the Hack.

Participants will be invited to form small groups and workshop possible solutions, with the aid of table captains and mentors with expert knowledge on each group. Groups will then pitch their ideas to an expert mentor / judging panel.

Ideas from the Hack may progress to a co-development phase in March - April 2017 and potentially be funded under the Try, Test and Learn Fund.