

## Copy of the Chief Scientist's Current Contract

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DEST CANBERRA 02 62407888  
DEST SCIENCE GROUP

No. 0561 P. 1  
No. 1083 P. 1

THIS DEED is made on this twenty-first day of May, 2002

BETWEEN

COMMONWEALTH OF AUSTRALIA ('the Commonwealth') represented by the Minister for Science, the Hon Peter McGarran MP ('the Minister')

AND

DOCTOR ROBIN JOHN BATTERHAM

RECITALS

- A. Dr Batterham has been engaged by the Commonwealth as a consultant from 1 June 2002 to 31 May 2005 to provide specialist advice to the Prime Minister and the Minister on matters affecting science, engineering and innovation (Specialist Advice) as the Prime Minister and the Minister request.
- B. Dr Batterham has indicated interest in continuing to provide the required Specialist Advice.
- C. The Commonwealth has decided to re-engage Dr Batterham to provide the Specialist Advice in accordance with the terms and conditions of this Deed.
- D. For the purposes of this Deed, Dr Batterham is referred to as the Chief Scientist.

IT IS AGREED:

- 1. Period of Engagement
  - 1.1 The Chief Scientist is engaged to provide the Specialist Advice from 1 June 2002 until 31 May 2005.
- 2. Chief Scientist's Duties
  - 2.1 The Chief Scientist's duties include, but are not limited to:
    - (a) providing advice to the Prime Minister and the Minister on such matters affecting science, engineering and innovation as the Prime Minister and the Minister request;
    - (b) drawing to the Minister's attention emerging issues in science, engineering and innovation that may affect the national well-being or require attention by the Government;
    - (c) chairing the Standing Committee of Prime Minister's Science, Engineering and Innovation Council and acting as the Council's Executive Officer (this will include overall management of the Council's working parties and coordination of their reports);

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- (d) assisting in the coordination of government activities in science, engineering and innovation; and
- (c) fostering close and effective working relationships between the Government and organisations with responsibilities for science, engineering, and innovation including particularly the Australian Academy of Science, the Australian Academy of Technological Sciences and Engineering, The Institution of Engineers Australia, and the Federation of Australian Scientific and Technological Societies.

3. Remuneration

3.1 The Chief Scientist will be remunerated for performing his duties under this Deed at the annual rate determined from time to time by the Commonwealth's Remuneration Tribunal. The current rate is \$90,500.

4. Allowances and Expenses

4.1 When undertaking travel within Australia in the performance of his duties the Chief Scientist will be entitled to a travelling allowance, per overnight stay, as determined by the Remuneration Tribunal as a Tier 1 appointment.

4.2 When undertaking overseas travel in the performance of his duties the Chief Scientist will be entitled to a travelling allowance at a rate equal to the rate payable to the Secretary of the Commonwealth Department of Education, Science and Training.

4.3 When travelling by air in the performance of his duties the Chief Scientist will travel:

- (a) if travelling with or representing the Prime Minister or the Minister, first class;
- (b) in any other case, business class;

at the cost of the Commonwealth.

4.4 The Commonwealth will reimburse the Chief Scientist for reasonable expenses incurred in performing duties under this Deed other than those referred to in clauses 4.1 to 4.2 on the submission by the Chief Scientist of a correct invoice for payment.

5. Security Clearance

5.1 The Chief Scientist must at all times have a security clearance at Top Secret level.

6. PAYG Tax and Superannuation Contributions

6.1 The parties acknowledge that, in relation to the remuneration paid under clause 3 of this Deed, the Commonwealth will:

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- (a) make "pay as you go" withholding income tax instalments (PAYG);
- (b) make compulsory contributions, on the Chief Scientist's behalf, to a superannuation fund nominated by the Chief Scientist and approved by the Commonwealth; and
- (c) pay the balance of remuneration remaining after deduction of PAYG as directed by the Chief Scientist.

6.2 Any payments referred to in paragraph 6.1(a) will be deducted from the amount of the remuneration otherwise payable but any payments referred to in paragraph 6.1(b) will be in addition to that amount.

## 7. Official Passport

7.1 The Chief Scientist and the Minister's Department will endeavour to arrange an Official Passport to be held by the Chief Scientist for overseas travel.

## 8. Indemnity

8.1 The Commonwealth will indemnify the Chief Scientist for injury suffered and loss incurred in the course of performance of duties under this Deed.

8.2 Subject to the provisions of this Deed, the Commonwealth agrees to at all times indemnify and hold harmless the Chief Scientist from and against any losses, expenses (including without limitation legal costs and expenses on a solicitor/own client basis), claims, damages, or liability incurred or suffered by the Chief Scientist arising from any claim, suit, demand, action or proceeding by any person against the Chief Scientist resulting from any act or omission by the Chief Scientist in connection with the performance of his duties under this Deed, except where such losses, expenses, claims, damages or liability were caused by any irresponsible, malicious or culpably negligent actions of the Chief Scientist.

8.3 The indemnities referred to in clauses 8.1 and 8.2 will survive the expiration or termination of this Deed.

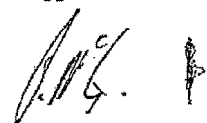
8.4 Where secretarial services to the Chief Scientist are provided by a third party, the Chief Scientist will, in accordance with relevant laws, effect and maintain adequate workers compensation insurance where that person is an employee of the Chief Scientist or will ensure that such insurance is current and applicable where that person is employed by another party.

## 9. Occupational Health and Safety Requirements

9.1 The Chief Scientist will observe and comply with the Commonwealth's Occupational Health and Safety Requirements when on Commonwealth premises.

## 10. Assignment of Rights and Obligations

10.1 The Chief Scientist will not, except with the prior written approval of the



Minister, assign any of his rights or obligations under this Deed.

11. Deed Material and Copyright

11.1 All property and copyright in any material produced in the performance of the Chief Scientist's duties under this Deed (Deed Material) will vest in the Commonwealth. The Chief Scientist will not use any Deed Material for any purpose other than for the purposes of this Deed without prior approval in writing from the Minister.

11.2 Upon termination of this Deed for whatever reason the Chief Scientist will hand over to the Minister all Deed Material in possession of the Chief Scientist.

11.3 In this clause and in clause 13 Deed Material means all material produced by the Chief Scientist under this Deed and includes reports, technical information, plans, charts, drawings, calculations, tables, schedules and other data.

12. Protection of Personal Information

12.1 The Chief Scientist agrees with respect to all services to be performed under this Deed:

- (a) to comply with the Information Privacy Principles set out in section 14 of the *Privacy Act 1988* which concern the collection, security, access, data quality, relevance, use and disclosure of personal information to the extent that the content of those principles apply to the types of activities the Chief Scientist is undertaking under this Deed, as if the Chief Scientist were an agency as defined in the *Privacy Act 1988*;
- (b) not to transfer personal information held in connection with this Deed outside Australia, or to allow parties outside Australia to have access to it, without the prior approval of the Commonwealth;
- (c) to co-operate with reasonable demands or inquiries made by the Federal Privacy Commissioner or the Minister's Department in relation to the management of personal information by the Chief Scientist or breaches or alleged breaches of privacy;
- (d) to ensure that a person who the Chief Scientist may allow to have an access level which would enable that person to obtain access to personal information (as defined in the *Privacy Act 1988*) is made aware of, and undertakes in writing, to observe the Information Privacy Principles referred to in paragraph (a) above;
- (e) to comply with policy guidelines laid down by the Commonwealth or issued by the Federal Privacy Commissioner from time to time relating to the handling of personal information as posted on the Federal Privacy Commissioner's website at [www.privacy.gov.au](http://www.privacy.gov.au), or as otherwise disseminated by the Federal Privacy Commissioner from time to time;
- (f) to comply with reasonable directions of the Minister's Department to observe recommendations of the Federal Privacy Commissioner relating to acts or

practices of the Chief Scientist that the Federal Privacy Commissioner considers to be a breach of the obligations in paragraph (a) above;

- (g) to indemnify the Commonwealth in respect of loss, liability or expense suffered or incurred by the Commonwealth arising out of or in connection with a breach of the obligations of the Chief Scientist under this clause or misuse of personal information by the Chief Scientist or disclosure by the Chief Scientist in breach of an obligation of confidence whether arising under the *Privacy Act 1988* or otherwise;
- (h) to indemnify the Commonwealth in respect of loss, liability or expense suffered or incurred by the Commonwealth arising out of or in connection with a breach of the obligations of the Chief Scientist under this clause or misuse of personal information by the Chief Scientist or disclosure by the Chief Scientist in breach of an obligation of confidence whether arising under the *Privacy Act 1988* or otherwise;
- (i) to ensure that records (as defined in the *Privacy Act 1988*) containing personal information provided to the Chief Scientist by the Commonwealth or other person pursuant to this Deed is, at the expiration or earlier termination of the Deed, either returned to the Minister's Department or deleted or destroyed in the presence of a person duly authorised by the Minister's Department to oversee such deletion or destruction; and
- (j) to the naming or other identification of the Chief Scientist in reports by the Federal Privacy Commissioner.

12.2 The Chief Scientist shall immediately notify the Commonwealth if the Chief Scientist becomes aware of a breach of the Chief Scientist's obligations under clause 12.1 by the Chief Scientist or a subcontractor.

12.3 An act done or a practice engaged in by the Chief Scientist or a subcontractor for the purposes of meeting (directly or indirectly) an obligation under this Deed:

- (a) is authorised by this clause even if the act or practice is inconsistent with a National Privacy Principle or an approved privacy code that applies to the Chief Scientist or the subcontractor; and
- (b) is subject to the other obligations in this clause 12.

12.4 This clause survives the expiration or earlier termination of this Deed.

### 13. Confidentiality

13.1 The Chief Scientist will treat as confidential and will not disclose or make public any Confidential Information disclosed to the Chief Scientist by the Prime Minister or the Minister, Deed Material or any other material or Confidential Information acquired or produced in connection with or in performance of the Chief Scientist's duties without prior approval in writing of:

- (a) in the case of the information disclosed by the Prime Minister, the Prime Minister;

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(b) in the case of information disclosed by the Minister and Deed Material, the Minister;

(c) in all other cases, the person providing the information or material.

13.2 For the purposes of this clause 13 Confidential Information means information that:

(a) is by its nature confidential;

(b) is designated by the person providing the information as confidential; or

(c) the Chief Scientist knows or ought to know is confidential;

but does not include information which:

(d) is in the possession of the Chief Scientist without restriction in relation to disclosure before the date of receipt in the course of performing this Deed;

(e) has been independently developed or acquired by the Chief Scientist; or

(f) is or becomes public knowledge other than by breach of this Deed or by any other unlawful means.

13.3 This clause will survive the expiration or termination of this Deed

14. **Applicable Law**

14.1 This Deed will be governed by and construed in accordance with the law for the time being in force in the Australian Capital Territory and proceedings arising out of a dispute between the parties will be brought and heard in the Australian Capital Territory.

14.2 The Chief Scientist will, in carrying out his duties under this Deed, at all times act in compliance with the laws of Australia in an honest and ethical manner and in accordance with the Australian Public Service Values and Code of Conduct contained in sections 10 and 13 of the *Public Service Act 1999*.

15. **No Power to Bind Commonwealth**

15.1 The Chief Scientist will not by virtue of this Deed have any power or authority to bind the Commonwealth.

16. **Conflict of Interest**

16.1 The Chief Scientist warrants that to the best of his knowledge after making diligent inquiry, at the date of signing this Deed, no conflict with the interests of the Commonwealth exists or is likely to arise in the performance of duties under this Deed except for a conflict that may possibly arise by virtue of his employment by Rio Tinto Services Limited.

16.2 <sup>a</sup> If a conflict of interest arises or appears likely to arise, the Chief Scientist agrees to:

- (a) notify the Commonwealth immediately in writing;
- (b) make full disclosure of all relevant information about the conflict; and
- (c) take such steps as the Commonwealth may reasonably require to resolve or otherwise deal with the conflict.

16.3 If the Chief Scientist does not notify the Commonwealth or is unable or unwilling to resolve or deal with the conflict as required, the Minister may terminate the Chief Scientist's engagement, effective immediately.

17. Termination

17.1 The Minister may terminate the Chief Scientist's engagement under this Deed for any reason at any time.

18. Notices

18.1 Any notice, request or other communication to be given or served pursuant to this Deed by either party or its authorised representative will, unless otherwise specifically provided in this Deed, be in writing addressed as the case may be as follows:

or such other address in Australia as a party may nominate by notice to the other party.

18.2 Any such notice, request or other communication will be delivered by hand, or sent by pre-paid registered post, or sent by facsimile machine, to the address of the party to which it is sent and will be deemed to have been given with effect from the time at which it would have been delivered in the ordinary course.

19. Entire Agreement and Variation

19.1 This Deed constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Deed.

19.2 No agreement or understanding varying or extending this Deed, including in particular the scope of the Chief Scientist's Duties, shall be legally binding upon

either party unless in writing and signed by both parties.

EXECUTED as a Deed

SIGNED sealed and delivered by )  
the Hon Peter McGauran MP )  
Minister for Science )  
on behalf of the )  
COMMONWEALTH OF AUSTRALIA )  
in the presence of: )

*Peter McGauran*  
*Jemma Allman*

SIGNED sealed and delivered by )  
DOCTOR ROBIN JOHN )  
BATTERHAM in the presence of: )

*Robin John Batteredham*  
*Walter Wilson*