

**SCIENCE IN AUSTRALIA GENDER EQUITY LTD (SAGE)  
SUBSCRIPTION APPLICATION FORM  
ATHENA SWAN CHARTER AUSTRALIA**

**Subscriber's Details**

|  |  |
|--|--|
| <b>Legal Entity Name</b>                                 |  |
| <b>ACN/ABN/ARBN</b>                                      |  |
| <b>Address</b>   |  |
| <b>Email of Subscriber<br/>Subscription Manager 6(a)</b> |  |

**Subscription Managers**

|   |   |
|---|---|
|   | <i>To be completed by SAGE</i>                                |
| <b>Subscriber Subscription Manager 6(a)</b> | <b>SAGE Subscription Manager</b>                              |
| <b>Name:</b>                                | <b>Name: Brendon Houlahan</b>                                 |
| <b>Ph:</b>                                  | <b>Ph: 0419 610 171</b>                                       |
| <b>Email:</b>                               | <b>Email:<br/>brendon.houlahan@sciencegenderequity.org.au</b> |

**Subscription Commencement Date**

|                                     |                                |
|-------------------------------------|--------------------------------|
|                                     | <i>To be completed by SAGE</i> |
| The Subscription is to commence on: | 1 January 2020                 |

**Subscription Benefits**

- **Products to facilitate and enable good submissions for accreditation and to support implementation and impact of action plans**
  - Accreditation and Awards Pathways - Athena SWAN Bronze, Silver & Gold Awards
  - Exclusive access to Athena SWAN Charter
  - Exclusive use of SAGE and Athena SWAN branding
  - Access to Athena SWAN and SAGE developed resources

- Two workshops annually
  - Free or discounted access to SAGE events
  - Discounted access to selection of Advance HE products (as agreed between SAGE and Advance HE)
  - Exclusive access to SAGE online portal
  - Access to data and analytics to support benchmarking and impact measures
- **Services to support Subscribers on their accreditation pathway and journey to transformative change**
- SAGE advisory support (accreditation pathways)
  - Facilitating, connecting and supporting communities of practice
  - Engagement via SAGE Newsletter, SAGE podcast 'Think Difference', webinars and biennial conference
  - One induction site visit (upon becoming a subscriber)
  - One application pre-submission consultation
  - One application re-submission consultation (consultation on feedback and support for re-submission)
  - Management of the SAGE Peer Review Process and Awards Feedback
  - Collection and consolidation of best practices and tools for gender equity and diversity in higher education and research

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## Signing

By signing this document, the person below represents and warrants that they are authorised (on behalf of the organisation/entity named as Subscriber above) to, and hereby, agree on the Subscriber's behalf to be legally bound by the Terms and Conditions attached to this Subscription Application Form.

NAME .....  
Subscriber's Authorised Representative Date

SIGNATURE .....  
Subscriber's Authorised Representative Date

## SAGE SUBSCRIBER TERMS AND CONDITIONS

In these Terms and Conditions, the term “Subscriber” means the organisation or other entity named as set out under the “Subscriber’s Details” in the Subscription Application Form and “SAGE” means Science in Australia Gender Equity Ltd ACN 637 720 873.

### 1. Subscription

- 1.1 Each Subscriber will participate in the Program for the Athena SWAN Charter for the Term, subject always to continued Subscription to the Program in Australia (including, without limitation, payment of Subscription Fees), as contemplated in these Terms and Conditions and the Program Guidelines.
- 1.2 Each Subscriber will receive the benefits as set out in the Program Guidelines.
- 1.3 Subject to clause 3.3(b), the Subscriber will have rights to use the Athena SWAN Logo in accordance with the Program Guidelines, subject always to ongoing Subscription to the Program in Australia, including without limitation, payment of Subscription Fees.
- 1.4 For the avoidance of doubt, upon termination of the Subscription, the Subscriber shall forfeit any rights to use the Athena SWAN Logo as well as any rights to access or use the SAGE Material.

### 2. Term and Termination

- 2.1 The Subscription commences on the Commencement Date and shall remain in force for the Initial Term, unless terminated earlier in accordance with these Terms and Conditions.
- 2.2 Upon expiration of the Initial Term or then current Term, the Subscription shall automatically be renewed for a Renewal Term. All provisions of these Terms and Conditions (including, without limitation, this clause 2.2) shall continue in full force and effect during the Renewal Term.
- 2.3 The Subscriber may terminate its Subscription at any time during the Term by providing not less than thirty (30) days written notice to SAGE.
- 2.4 The Subscriber acknowledges and agrees that it shall forfeit any Subscription Fees it has paid in advance should it decide to terminate its Subscription in accordance with clause 2.3.
- 2.5 Without limiting the Subscriber’s rights to use the Athena SWAN Logo under the Program Guidelines for a four (4) year period under clause 1.3 of these Terms and Conditions, SAGE may terminate the Subscriber’s Subscription, at any time during the Term, by providing thirty (30) days written notice to the Subscriber if there is any material change in circumstances which are outside the control of SAGE (including, without limitation, termination of its arrangement with ECU/Advance HE to operate the Program in Australia) that materially impacts

on the viability of the Program or SAGE’s ability to continue to provide the Program.

- 2.6 SAGE may, in addition to any other right or remedy it may have, terminate the Subscriber’s Subscription if the Subscriber is in default or in breach of any provision of these Terms and Conditions and:
    - (a) SAGE has first given fourteen (14) days’ notice of its intention to terminate the Subscription to the Subscriber for such default or breach;
    - (b) the Subscriber fails to remedy the default or breach within the period specified in the notice; and
    - (c) SAGE provides written notice that it is terminating the Subscription, such termination to take effect on the date specified in such notice as the effective date of termination.
  - 2.7 SAGE may terminate the Subscription where the Subscriber is the subject of any form of bankruptcy, insolvency, the appointment of a liquidator, provisional liquidator, administrator, receiver, manager and/or receiver/manager or dissolution or winding up whether voluntary or compulsory (other than for the purpose of reconstruction).
  - 2.8 SAGE, in its sole discretion, may, at its option, suspend or terminate the Subscriber’s Subscription (including revocation of an Athena SWAN Award which has already been awarded to the Subscriber) if:
    - (a) the Subscriber has not paid an invoice for Subscription Fees by the due date of payment;
    - (b) SAGE reasonably determines that there is sufficient evidence that an Athena SWAN Award was awarded on the basis of incorrect, false, incomplete, misleading or deceptive information provided in an Application for the Athena SWAN Award;
    - (c) SAGE reasonably determines that the Subscriber has engaged in one or more instances of gender discrimination (either prior to or after the award of the Athena SWAN Award) or engaged in other conduct which has, or is likely to have, an adverse effect upon the reputation and/or standing of SAGE or the Program.
- ### 3. Nature of Subscription
- 3.1 The Subscriber shall be entitled to specific services and benefits based on payment of applicable Subscription Fees as set out in the Program Guidelines.
  - 3.2 The Subscriber acknowledges and agrees that these Terms and Conditions constitute the entire agreement between the parties and supersede all communications, negotiations, arrangements and agreements, whether oral or written,

between the parties with respect to the subject matter of the Subscription; and

3.3 The Subscriber further acknowledges and agrees that:

- (a) subscription to the Program does not guarantee a favourable decision with respect to an Application for an Athena SWAN Award;
- (b) a new Subscriber must make an Application for an Athena SWAN Award within two (2) years from the Commencement Date, unless an exemption has been granted by SAGE;
- (c) conditions, requirements and processes relating to Applications for an Athena SWAN Award are as set out in the Program Guidelines;
- (d) an Assessment outcome will be either: 1) Award conferred; or 2) No award, in accordance with the Program Guidelines;
- (e) the Subscriber shall have the right to appeal an Assessment outcome in accordance with the terms and conditions of the SAGE Appeals Procedure; and
- (f) the Subscriber is not entitled to a refund of any Subscription Fees should the Subscription be terminated including, without limitation, where the Subscription has been terminated in accordance with clause 2.

#### 4. Benefits of Subscription

As a Subscriber of the Program, the Subscriber will be entitled to the following benefits for the Term of the Subscription:

- (a) participation in the Athena SWAN Charter Program with rights to publicly advertise such participation in written and verbal communications, including through use of the Athena SWAN Logo, strictly in accordance with the Program Guidelines;
- (b) listing as a Program subscriber on the SAGE website;
- (c) free and/or discounted attendance at SAGE events in connection with the Program; and
- (d) other benefits, as set out under Subscription Benefits in the Subscription Application Form.

#### 5. Obligations of SAGE

SAGE is responsible for:

- (a) nominating a person as the SAGE Subscription Manager as set out in the Subscription Application Form, who will be the point of contact and liaison with the Subscriber on all matters relating to the Subscription;
- (b) delivery of the benefits specified in clause 4;
- (c) ensuring timely communication of any and all matters that may impact on the Program;
- (d) invoicing and processing of Subscription Fees;
- (e) managing the SAGE peer review assessment and accreditation process; and

- (f) provision of feedback on the Application for the Athena SWAN Award following peer review assessment.

#### 6. Obligations of the Subscriber

The Subscriber is obliged to:

- (a) nominate a person as the Subscriber's Subscription Manager, who will be the point of contact and liaison with SAGE on all matters relating to the Subscription;
- (b) advise SAGE in writing of changes to the Subscriber's Subscription Manager and provide their contact details;
- (c) ensure sufficient resourcing and institutional support to enable the Subscriber to meet the requirements of an Athena SWAN Award;
- (d) comply with reasonable requests from SAGE with regard to the nature and timing of any public announcement of matters relating to the Program including, without limitation, complying with embargos on public release of information relating to the Program or any activities under the Program as notified by SAGE;
- (e) ensure timely communication of any and all matters that may impact on the Subscriber's participation in the Program;
- (f) ensure timely payment of Subscription Fees in accordance with the terms of payment; and
- (g) contribute to the independent evaluation of the Program by way of participation in interviews or focus groups (including completion of surveys regarding participation in the Program as requested).

#### 7. Intellectual Property Rights and Moral Rights

- 7.1 Nothing in these Terms and Conditions affects the Intellectual Property rights of either party which existed prior to the commencement of the Subscription or were developed independently of the Subscription.
- 7.2 All Intellectual Property rights in any Contract Material created by the Subscriber in making any Application or otherwise in connection with participation in the Program will vest in the Subscriber on their creation.
- 7.3 The Subscriber grants SAGE a perpetual, irrevocable, royalty-free, non-exclusive, world-wide licence (including a right to sub-license) (**Licence**) to use, reproduce, develop, modify, publish, adapt, and communicate to the public the Contract Material (and any pre-existing Intellectual Property owned by the Participant which it provides for the purposes of the Program and/or which is incorporated into the Contract Material).

7.4 Without limiting the generality of the Licence, the Licence specified in clause 7.3 includes a right to SAGE to:

- (a) publish any and all information pertaining to the Subscriber's Application for an Athena SWAN Award including, without limitation, the outcome of the Assessment of that Application, on SAGE's website; and
- (b) sub-license its rights under the Licence to its partners including without limitation, ECU/Advance HE.

7.5 The Subscriber must obtain consent or waiver from each author of the whole or any part of the Contract Material to allow SAGE to perform the acts permitted under clause 7.3 or 7.4 (and to otherwise vary, adapt, alter, reproduce, publish, add to, delete from, abridge, revise, redraft, retitle, translate into other dimensions, formats or media, or otherwise alter and do all other things necessary for SAGE to use the Contract Material) including, without limitation, with or without attribution of authorship (but excluding an act amounting to false attribution of authorship) or any other act which would otherwise contravene the Moral Rights of that person.

#### **8. Confidential Information and Personal Information**

8.1 SAGE will not, except with the prior approval of the Subscriber or as required as part of the Assessment of an Application, directly or indirectly disclose or communicate to any person any Confidential Information marked by the Subscriber as confidential (including, without limitation, any Confidential Information concerning the commercial-in-confidence operation or affairs of the Subscriber) which may come into the possession of SAGE as a result of the Subscription.

8.2 The Subscriber may be asked to redact or otherwise remove any confidential information included in its Application for an Athena SWAN Award, prior to publication of that Application on SAGE's website as specified in clause 7.4.

8.3 The Subscriber must not, except with the prior approval of SAGE, directly or indirectly disclose or communicate to any person or use, except as necessary for the purposes of the Subscription, any of SAGE's Confidential Information.

8.4 The parties acknowledge that they have obligations under the *Privacy Act 1988* (Cth) and must comply with their respective obligations regarding the use, collection, storage and disclosure of personal information in accordance with that Act and applicable Australian Privacy Principles.

#### **9. Conflict of Interest**

9.1 The Subscriber warrants that neither it, nor any of its officers, employees or agents, at the time of entering into the Subscription, has a conflict of interest, or that a conflict of interest is likely to arise during the Term. If, during the Term, a conflict of interest does arise or is likely to arise:

- (a) the Subscriber will notify SAGE, in writing, as soon as possible when it becomes aware of the conflict or likely conflict;
- (b) the Subscriber will take such steps as required by SAGE to resolve or otherwise deal with the conflict, and
- (c) if the Subscriber fails to take the required steps or resolve the conflict, SAGE may terminate the Subscription in accordance with clause 2.

9.2 Without limiting the foregoing, the Program Guidelines may define circumstances giving rise to, or likely to give rise to, a conflict of interest and steps that the Subscriber may be required to resolve or otherwise deal with the conflict of interest.

#### **10. Payment of Fees**

10.1 The Subscriber must pay to SAGE the applicable Subscription Fees. All Subscription Fees must be paid to SAGE within thirty (30) days of submission of a properly rendered invoice by SAGE.

10.2 For the avoidance of doubt, the Subscription Fees shall be payable for a calendar year (on a pro-rata basis if applicable).

10.3 The Subscriber acknowledges and agrees that the Subscription Fees for each calendar year may be adjusted by SAGE for increases in the Index.

10.4 The Subscription Fees are exclusive of GST. The Subscriber must pay, at the same time as paying the Subscription Fees, the amount of GST that is payable subject to SAGE issuing a tax invoice in accordance with the GST Act.

#### **11. Indemnity**

11.1 The Subscriber shall indemnify and hold harmless SAGE, its officers, employees and agents (in this clause referred to as **those indemnified**) from and against any and all liabilities, losses, costs and expenses (collectively **Loss**) reasonably incurred or suffered by any of those indemnified arising from any claim, suit, demand, action or proceeding by a person against any of those indemnified where such Loss was caused by an wilful misconduct, unlawful or negligent act or omission of the Subscriber, its officers, employees or agents in connection with the Subscriber's performance of its obligations under these Terms and Conditions.

The Subscriber's liability to indemnify those indemnified under clause 11.1 will be reduced proportionally to the extent that any negligent act or omission of those indemnified contributed to the relevant liabilities, losses, costs and expenses.

11.2 The indemnity referred to in clause 11.1 survive the expiration or termination of the Subscription.

#### **12. Dispute Resolution**

12.1 Before resorting to external dispute resolution mechanisms, the parties will attempt to settle by negotiation any dispute in relation to the Subscription including, without limitation, by

referring the matter to personnel who have authority to resolve the dispute.

12.2 If a dispute is not settled by the parties within ten (10) Business Days of a party first sending to the other party written notice that they are in dispute, the dispute may be submitted to alternative dispute resolution as may be agreed in writing between the parties.

12.3 The parties will, to the extent practicable, continue to perform their respective obligations under the Subscription during the dispute resolution process.

12.4 Nothing in this clause 12 prevents a party from obtaining urgent injunctive relief, including with respect to the protection and/or enforcing of its Intellectual Property Rights.

### 13. Governing Law

These Terms and Conditions are governed by, and will be construed in accordance with the laws of the Australian Capital Territory and the parties submit to the jurisdiction of the courts of that Territory in respect of matters arising out of these Terms and Conditions.

### 14. Notices

14.1 A notice or other communication connected with the Subscription (**Notice**) has no legal effect unless it is in writing.

14.2 In addition to any other method of service provided by law, the Notice may be delivered, posted or emailed to the addresses as shown below (or as last notified by a party):

- (a) if to SAGE:  
Address: 9 Gordon Street, ACTON, ACT 2601  
Attention: Dr. Wafa El-Adhami  
Email: [wafa.el-adhami@science.org.au](mailto:wafa.el-adhami@science.org.au);
- (b) if to the Subscriber, to addresses set out in the details of the Subscription Application Form.

14.3 If the Notice is sent or delivered in a manner provided by clause 14.2, it is treated as given to and received by the party to which it is addressed:

- (a) if sent by post, on the second Business Day (at the address to which it is posted) after posting;
- (b) if sent by email before 5 p.m. on a Business Day at the place of receipt, on the day it is sent and, otherwise, on the next Business Day at the place of receipt unless the sender receives a message that the email was undeliverable within two (2) hours of sending; or
- (c) if otherwise delivered before 5 p.m. on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.

### 15. General

15.1 Nothing in these Terms and Conditions creates or evidences a relationship of partnership, joint venture or agency between the parties, and no representations must be made by the

parties that such relationships exist by the existence of the Subscription.

15.2 Failure by either party to enforce a provision of these Terms and Conditions will not be construed as in any way affecting the enforceability of that provision or the Terms and Conditions as a whole.

15.3 If any part of these Terms and Conditions is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remainder of the Terms and Conditions will not be affected and will be read as if that part had been severed.

15.4 Clauses 7 (Intellectual Property and Moral Rights), 8 (Confidential Information and Personal Information), 11 (Indemnity), and any other operational clauses giving effect to these, survive termination or expiry of the Subscription.

15.5 The Subscriber must not assign its rights under these Terms and Conditions without the prior written consent of SAGE.

15.6 These Terms and Conditions supersede all previous agreements in respect of its subject matter and contains the entire agreement between the parties.

### 16. Definitions

**Application** means an application from a Subscriber for accreditation under the Athena SWAN Charter by means of an Athena SWAN Award.

**Assessment** means the assessment of an Application by a Panel.

**Athena SWAN Award** means the Award, awarded to institutions assessed through the SAGE peer review process as meeting the requirements under the Athena SWAN Charter.

**Athena SWAN Charter** means the program that recognises a commitment to supporting and advancing women's careers in science, technology, engineering, maths and medicine in higher education and research.

**Athena SWAN Logo** means the Logo notified by the Equality Challenge Unit of Advance HE to SAGE as set out in the Program Guidelines, as may be amended from time to time.

**Business Day** means a day which is not a Saturday, Sunday or public holiday in the Australian Capital Territory.

**Commencement Date** means the date so specified in the Application Form.

**Confidential Information** means, in relation to a party, all information of a confidential nature relating to that party or its business which by its nature is confidential, is marked as confidential, is known or which a party ought to have known was confidential, whether verbal, written or recorded by electronic means, including these Terms and Conditions, and specifically includes technical information, financial information, marketing plans, business plans, trade secrets or

information about suppliers or customers of a party, but does not include information which:

- (a) is or becomes public knowledge other than by breach of these Terms and Conditions or by any other unlawful means;
- (b) is in the possession of a party prior to disclosure by the other party, without any breach of an obligation of confidence;
- (c) has been independently developed or acquired by a party; or
- (d) is required to be disclosed by law.

**Contract Material** means any material created by the Subscriber for the purpose of, or as a result of, participating in the Program as specified in these Terms and Conditions.

**CPI** means the All Groups, Consumer Price Index for the Australian Capital Territory published by the Australian Bureau of Statistics (ABS) or, if the index is no longer published or if ABS ceases to exist, the published index which most closely resembles it.

**ECU/Advance HE** means the Equality Challenge Unit, a division of Advance HE, a company registered in the UK, which licenses Intellectual Property to SAGE for use with the Athena SWAN Charter and the Program in Australia.

**GST** has the meaning given in section 195-1 of the *A New Tax System (Good and Services Tax) Act 1999* (Cth).

**Index** means the average of the Consumer Price Index (All Groups, All Capital Cities) and the Wage Cost Index (All Sectors) as published by the Australian Bureau of Statistics or, if any of such indexes are no longer published, such other index which closely resembles it as reasonably determined by SAGE.

**Initial Term** means the initial twelve (12) month term of the Subscription commencing on the Commencement Date.

**Intellectual Property** means all present and future rights conferred by statute, common law or equity in or in relation to any copyright (including any moral rights), trademarks, designs, plant varieties, Confidential Information, patents, circuit layouts, business and domain names, inventions and other result of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, including all documents, Software, object code, source code, training programs and manuals or Products arising in any way as a result of, and all data and research collected, analysed and synthesised into findings which form part of such intellectual propriety rights.

**Moral Rights** means a right:

- (a) of attribution of authorship;
- (b) not to have authorship falsely attributed; or
- (c) of integrity of authorship.

**Panel** means the panel of subject matter experts selected by SAGE from organisations participating in the Program and other organisations as may be determined by SAGE.

**Program** means the program of the Athena SWAN Charter in Australia operated and managed by SAGE.

**Program Guidelines** means the documents with guidelines for the Program issued by SAGE including, but not limited to:

- (a) *SAGE-Athena SWAN Accreditation Pathways – Application Submission and Peer Review Procedures* including its Appendices;
- (b) *SAGE Member Service Charter*;
- (c) *Science in Australia Gender Equity Member Logo Guidelines*; and
- (d) Guidelines issued by the ECU/Advance HE relating to the use of their Trade Mark and logo (Athena SWAN Logo guidelines),

as amended from time to time.

**Renewal Term** means a further term of twelve (12) months of the Subscription each following the end of the Initial Term or then current Term.

**SAGE Appeals Procedure** means the Athena SWAN Charter complaints and appeals procedure document relating to the Program and issued by SAGE (as amended from time to time).

**SAGE Intellectual Property** means the Intellectual Property which is made available for Subscription to the Program by SAGE, either at the Commencement Date or during the Term.

**SAGE Logo** means the Logo notified by SAGE as set out in the Program Guidelines, as may be amended from time to time.

**SAGE Material** means any material:

- (a) provided by SAGE to the Subscriber for the purposes of the Subscription; or
- (b) copied or derived from SAGE Material so provided.

**Subscription** means subscription to the Program in Australia.

**Subscription Benefits** means the benefits set out under the heading “Subscription Benefits” in the Application Form.

**Subscription Fees** means the fees as set out in the Program Guidelines, as amended from time to time in accordance with these Terms and Conditions.

**Subscription Application Form** means the form of Application to which these Terms and Conditions are attached.

**Term** means the Initial Term and any Renewal Terms of the Subscription.