

Shell Australia Pty Ltd

and

**The Commonwealth of Australia as represented by the
Department of Industry, Science, Energy and Resources,
acting through Questacon – The National Science and
Technology Centre**

**SUPPORT AGREEMENT
for
Partnership Activities 2021-22**



Shell Australia Pty Ltd
562 Wellington Street
Perth WA 6000

www.shell.com



TABLE OF CONTENTS

1.	DEFINITIONS AND INTERPRETATION	4
1.1	Definitions	4
1.2	Interpretation.....	5
2.	SOCIAL INVESTMENT PARTNERSHIP	6
2.1	Social Investment Partnership	6
2.2	Obligations	6
3.	MARKS AND TITLE	6
3.1	Grant of Licence by Shell.....	6
3.2	Termination of Licence.....	6
3.3	Restrictions on Use of Shell Trade Marks	7
3.4	Ownership of Shell Trade Marks	8
3.5	Sub-licence, assign, etc	8
3.6	Joint promotion	8
3.7	Grant of Licence by Delivery Partner	8
4.	PROMOTION OF PROGRAM	8
4.1	Liaison between the Parties.....	8
4.2	Photographs.....	9
4.3	Annual Reports, Media Releases and Published Materials.....	9
4.4	Rebranding	9
5.	ADDITIONAL PARTIES	10
6.	Health and Safety and Compliance with Laws	10
7.	WARRANTIES	11
7.1	Delivery Partner Warranties.....	11
7.2	Shell Warranties.....	11
8.	DISCLOSURE.....	11
8.1	Initial Disclosure.....	11
8.2	Continuing Disclosure.....	11
8.3	Notification of Issues.....	11
9.	CONSENTS	12
10.	INDEMNITIES AND INSURANCE.....	12
11.	TERM AND TERMINATION	13
11.1	Term.....	13
11.2	Termination with Immediate Effect	13
11.3	Termination with Notice	14
11.4	Method of Termination	14
11.5	Consequences of Termination.....	14
12.	DISPUTE RESOLUTION	14
13.	COSTS AND TAXES	15
13.1	Each Party to Bear Own Costs	15
13.2	GST.....	15
13.3	Deductible Gift Recipient Status	15
14.	CONFIDENTIALITY	15
14.1	Obligation of Confidentiality	15



14.2	Permitted Disclosure	15
14.3	Protection of Personal Data	15
15.	ANTI-BRIBERY AND CORRUPTION	16
15.1	Conduct of Business	16
15.2	Compliance with Laws	16
15.3	Compliance with Anti-Bribery Laws	16
15.4	Audit Rights, Internal Controls and Records Keeping	17
16.	MISCELLANEOUS	17
16.1	Notices	17
16.2	Governing Law	18
16.3	No Assignment without Consent	18
16.4	Relationship of Parties	18
16.5	Variation and Waiver	19
16.6	Agreement to Benefit Affiliates	19
16.7	Entire Agreement	19
16.8	Employment Contracts Associated with this Agreement	19
	Schedule A - Sponsorship Funds	21
	Schedule B – Social Performance and External Engagement	22
	Schedule C – Governance and representatives of each Party	24
	Schedule D - Shell Trade Marks	25
	Schedule E – Shell’s Guidelines	26
	Schedule F – Delivery Partner’s Trade Marks	27
	Annexure A	28

**Date of Agreement:****PARTIES:**

Shell Australia Pty Ltd (ACN 009 663 576) of 562 Wellington Street, Perth, Western Australia ("**Shell**")

and

The Commonwealth of Australia as represented by Questacon – The National Science and Technology Centre (ABN 74 599 608 295) a division of the Department of Industry, Science, Energy and Resources of King Edward Terrace, Canberra ACT 2600 (the "**Delivery Partner**").

RECITALS

- A. The Delivery Partner is a Non-Corporate Commonwealth Entity and will be delivering the Program.
- B. As part of Shell's commitment to social investment, Shell wishes to make a contribution to support the Delivery Partner with the Program on the terms set out in this Agreement.

THE PARTIES NOW AGREE:**1. DEFINITIONS AND INTERPRETATION****1.1 Definitions**

The following definitions apply unless the context requires otherwise:

"**Affiliate**" means:

- (a) in the case of Shell, any one of Shell Australia Pty Ltd (ACN 009 663 576) and its related bodies corporate (as that term is defined under the *Corporations Act 2001* (Cth)); and
- (b) in the case of the Delivery Partner, **Questacon – The National Science and Technology Centre**

"**Anti-Bribery Laws**" means all applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit the bribery of, or the providing of unlawful gratuities, facilitation payments or other benefits to, any Government Official or any other person, including the principles described in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on 17 December 1997 and the Convention's Commentaries as adopted from time to time by the OECD.

"**Business Day**" means a day on which banks are open for business in Perth, Western Australia, other than a Saturday, Sunday or public holiday in Perth, Western Australia.

"**Calendar Year**" means a period of time commencing on and from 00:00:01 on 1 January and expiring at 24:00:00 on the succeeding 31 December.

"**Commencement Date**" means the date of this Agreement.

"**Expiry Date**" means 31 December 2022.

"**Government Official**" means means any official or employee of any government, or any agency, ministry, department of a government (at any level), person acting in an official capacity for a government regardless of rank or position, official or employee of a company wholly or partially controlled by a government (for example, a state owned oil company), political party and any official of a political party; candidate for political office, officer or employee of a public international organisation, such as the United Nations or the World Bank, or immediate family member (meaning a spouse, dependent child or household member) of any of the foregoing.



"Grant Year" means the Calendar Year since the Agreement was commenced. Where Commencement Date occurs within three months from 1 January, the Grant Year will commence on 1 January. Where Commencement Date occurs after three months from 1 January, both parties will agree to the Grant Year and note in the Program Plan.

"Laws" means those laws, statutes, rules, and regulations of Australia governing the Agreement.

"Party" means a party to this Agreement.

"Personal Data" means any information relating to an identified or identifiable individual, unless otherwise defined under applicable laws related to the protection of individuals, the processing of such information, and security requirements for and the free movement of such information. Personal Data includes "Personal Information" as defined under the Privacy Act 1988 (Cth).

"Program Merchandise" means merchandise as agreed between the Parties bearing the Shell Trade Marks provided to the Delivery Partner by Shell for distribution to participants in the Program.

"Program" means the Program(s) described in the Program Plan.

"Program Plan" means the Program Plan, set out in Annexure A to this Agreement, or subsequent updates to this Plan as advised by the Program Working Group.

"Program Working Group" means the committee established to provide a forum for regular discussions and review of the Program. Committee will have representation from Shell (one Program manager and one nominated senior Shell employee) and Delivery Partner (one Program manager and one nominated senior Delivery Partner Employee). The Program Working Group will meet quarterly, or as agreed from time-to-time on ad hoc basis, to provide advice and expertise on the ongoing strategic direction of the Program Plan, and make decisions on matters arising under this Agreement.

"Related Party" means in relation to a Party:

- (a) any of its Affiliates;
- (b) any person employed by that Party or its Affiliates;
- (c) any director or other officer of that Party or its Affiliates; and
- (d) any person acting for or on behalf of that Party or its Affiliates.

"Shell Guidelines" means the brand guidelines which set out Shell's requirements for use of the Shell Trade Marks, as set out in Schedule E.

"Shell Trade Marks" means the trade mark/s set out in Schedule D.

"Delivery Partner's Trade Marks" means the trademarks set out in Schedule F.

"Sponsorship Funds" means the maximum aggregate funds to be provided by Shell under this Agreement, as set out in and payable in accordance with Schedule A.

"Term" has the meaning given in clause 10.1.

"Territory" means Australia.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise:

- (a) The singular includes the plural, and the converse also applies.



- (b) A gender includes all genders.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a clause, schedule or annexure is a reference to a clause of, or schedule or annexure to, this Agreement.
- (e) A reference to an agreement or document (including a reference to this Agreement) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document, and includes the recitals, schedules and annexures to that agreement or document.
- (f) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (g) A reference to conduct includes an omission, statement or undertaking, whether or not in writing.
- (h) Mentioning anything after the expressions "includes", "including", "for example" or similar expressions,

2. SOCIAL INVESTMENT PARTNERSHIP

2.1 Social Investment Partnership

Shell agrees to support the Program in accordance with the terms of this Agreement and in particular, by providing Sponsorship Funds. Shell will not be required to provide any additional funding for the Program. Both parties have the right to input into the Program Plan, contributed through the Program Working Group, to decide on the direction of the Program through mutual agreement to ensure its delivery is in line with the goals and objectives identified in the log frame within the Program Plan.

2.2 Obligations

Each Party agrees to collaborate in ensuring social outcomes of the Program and must comply with its obligations set out in this Agreement including, those specifically detailed in Schedules A and B and Annexure A as updated and advised by the Program Working Group on a quarterly basis or, as agreed from time-to-time, ad hoc basis.

3. MARKS AND TITLE

3.1 Grant of Licence by Shell

Subject to clauses 3.2 and 3.3, Shell grants to the Delivery Partner a non-exclusive royalty free licence to use the Shell Trade Marks in the Territory in accordance with this Agreement solely on or in relation to Program Merchandise and any publications produced by the Delivery Partner in relation to the Program subject to prior approval by Shell. The licence shall extend for the Term of this Agreement, save that Shell may, at any time and entirely within its own discretion, revoke the Delivery Partner's licence to use the Shell Trade Marks.

3.2 Termination of Licence



- (a) The Shell Trade Marks are licensed under this Agreement subject to the terms and conditions applying from time to time to the licence(s) granted to Shell by Shell Brands International AG and
 - (i) if such licence terminates or expires, Shell may also terminate the licence in clause 3.1 relating to the Shell Trade Marks by written notice to the Delivery Partner; and
 - (ii) if the terms and conditions applying to any Shell Trade Marks are amended in any way, subject to the condition that the amendments are reasonable, Shell may amend or terminate the license in clause 3.1 to reflect the amendments to the amended terms and conditions.

3.3 Restrictions on Use of Shell Trade Marks

The Delivery Partner undertakes to Shell:

- (a) to only use the Shell Trade Marks in accordance with the terms of this Agreement;
- (b) to use the Shell Trade Marks and other branding materials provided by Shell in accordance with Shell's Guidelines;
- (c) to apply any legal notices as required by Shell or as set out in Shell's Guidelines on all materials and products that incorporate the Shell Trade Marks;
- (d) to submit to Shell for its prior written approval, not to be unreasonably withheld and provided within 10 working days, pre-production samples of all the Program Merchandise and any advertising, promotional or other material or press release which associates the Delivery Partner or the Program Merchandise with the Program, or which incorporates the Shell Trade Marks, before their distribution, production or sale;
- (e) to ensure that all materials and the Program Merchandise promoted, published, distributed or sold and which are associated with the Program or which incorporate the Shell Trade Marks shall:
 - (i) comply in all respects with the samples approved in accordance with 3.3(d) and to immediately withdraw them at its sole cost from circulation at the written request of Shell if they do not; and
 - (ii) be safe and fit for their intended use and shall comply with all relevant statutes, regulations, directives and codes in force;
- (f) not to apply for registration of any part of the Shell Trade Marks or anything confusingly similar to the Shell Trade Marks as a trade mark for any goods or services;
- (g) not to use the Shell Trade Marks or any part of them or anything confusingly similar to them in its trading or corporate name or otherwise, except as authorised under this Agreement;
- (h) to provide all reasonable assistance to Shell in relation to Shell's exploitation of the Shell Trade Marks for the Program;
- (i) to use its reasonable endeavours to assist Shell in protecting the Shell Trade Marks and not to knowingly do, or cause or permit anything to be done, which may prejudice or harm or has the potential to prejudice or harm the Shell Trade Marks or Shell's title to the Shell Trade Marks or to the image of the Program or Shell;
- (j) to notify Shell of any suspected infringement of the Shell Trade Marks, but not to take any steps or action whatsoever in relation to that suspected infringement unless requested to do so by Shell;
- (k) to execute any further documentation and provide any assistance, both during the Term and after termination, as may reasonably be requested by Shell to protect the Shell Trade



Marks. This may include recording the terms of this agreement or any understanding or obligation under this agreement on any trade mark register or other register, or in any other way.

3.4 Ownership of Shell Trade Marks

- (a) The Delivery Partner acknowledges that Shell Brands International AG is the owner of the Shell Trade Marks.
- (b) Any goodwill derived from the use by the Delivery Partner of the Shell Trade Marks shall accrue to Shell and its Affiliates. Shell may, at any time, call for a confirmatory assignment of that goodwill and the Delivery Partner shall immediately execute it.

3.5 Sub-licence, assign, etc

The Delivery Partner has no right to sub-licence, assign or otherwise dispose of any of the Shell Trade Marks, without Shell's prior written consent;

3.6 Joint promotion

The Delivery Partner shall not engage in joint promotions with any third party in relation to the Program without Shell's prior written consent.

3.7 Grant of Licence by Delivery Partner

- (a) Subject to (i) and (ii) below, the Delivery Partner grants to Shell and its Affiliates a non-exclusive royalty free licence to use the Delivery Partner's Trade Marks in connection with the promotion and marketing of Shell and its products and for purposes associated with the sponsorship set out in this Agreement. Without limitation, the licence includes the right to refer to and use the Delivery Partner's Trade Marks in promotional publications and materials and other documents and on Shell's website. The licence shall extend for the Term of this Agreement.
 - (i) Shell must not use the Questacon Trade Marks in any manner other than that authorised under this Agreement.
 - (ii) Shell must not use the Questacon Trade Marks for any purpose that:
 - (A) is unlawful under a State, Territory or Commonwealth law of Australia;
 - (B) would or could bring Questacon or the Commonwealth of Australia in to disrepute;
 - (C) would or could cause embarrassment to Questacon or the Commonwealth of Australia; or
 is, or may be, associated with terrorist acts, or supporting terrorist acts.
- (b) Before using the Delivery Partner's Trade Marks under clause 3.7(a) above, Shell must provide the Delivery Partner with at least 10 days' notice.

4. PROMOTION OF PROGRAM

4.1 Liaison between the Parties

- (a) Each Party hereby nominates its representative specified in Schedule C to be responsible for liaison and management of promotional events for the Program, such as development of key stakeholder events and promotional materials as agreed by the Parties.
- (b) Shell's brand and the Shell Trade Marks are to be associated with the rollout of the Program. Any use of the Shell Trade Marks will always be in accordance with clause 3. The way



Shell's brand is used must be first agreed in writing by Shell but will include the matters described in clause 4.3(c).

4.2 Photographs

Shell (including its Affiliates) may use photographs and videos with appropriate captions of aspects of the Program and participants (subject, to their individual agreement given in accordance with the *Privacy Act 1988 (Cth)*) for the promotion or recognition of the Program. These photographs and videos comprise Personal Information and may be used after the termination or expiration of this Agreement only with written agreement by the Delivery Partner. Shell will comply with applicable laws and lawful directions of the Delivery Partner in processing such Personal Information including but not limited to taking such steps as are reasonable in the circumstances to protect the Personal Information from misuse, interference and loss; and from unauthorised access, modification or disclosure, and any other steps as are reasonable to ensure compliance with the *Privacy Act 1988*.

4.3 Annual Reports, Media Releases and Published Materials

- (a) Subject to paragraph (g), any materials published in respect of promotion of the Program or the relationship between the Parties, including any media releases, must be agreed in writing prior to release by both Parties
- (b) The Sponsorship Funds provided by Shell will not be used for promoting the relationship between the Parties. The cost of promoting the relationship between the Parties is for the account of each Party.
- (c) Any promotional material, publication or other material produced that refers to the Program will acknowledge Shell as a "Supporting Partner" of the Program and include the Shell Trade Marks and the logo of the Delivery Partner.
- (d) Subject to clause 3.7, Shell may manufacture, sell, distribute or give away merchandise of any kind whatsoever during the Term incorporating the branding or trademarks of the Delivery Partner without any fee to the Delivery Partner, provided that all such merchandise is approved in writing by the Delivery Partner. All merchandise produced by the Delivery Partner incorporating the Shell Trade Marks, or the Program names, brands, logos and/or trademarks, must be approved in writing by Shell.
- (e) The Delivery Partner will refer to the Program and Shell's support in its annual report and any other publication that mentions the Program.
- (f) Shell will acknowledge the Delivery Partner in any relevant publication that mentions the Program.
- (g) Shell and its Affiliates may refer to the Program (and use the photographs (if any) contemplated by clause 4.1(b) during the Term and thereafter for any purpose including the promotion of Shell's corporate image, and in their promotional and marketing activities at their own cost.

4.4 Rebranding

- (a) If at any time Shell changes its name or logo, or wishes to change any Shell product associated with the Program, Shell may rebrand the sponsorship of the Program.
- (b) Such rebranding must be at Shell's cost to the extent of:
 - (i) direct costs to Shell; and
 - (ii) any costs incurred by the Delivery Partner directly and solely resulting from the rebranding.
- (c) Save as set out in paragraph 4.4(b), the costs associated with any branding or re-branding of the Program will be borne entirely by the Delivery Partner.



5. ADDITIONAL PARTIES

Proposals for additional parties to participate in the Program will be subject to agreement by both Shell and the Delivery Partner, such agreement or refusal to be at each Party's absolute discretion. The Delivery Partner will procure that any additional party complies with the principles set out in this Agreement. Notwithstanding anything in this clause, Shell will not object to the Delivery Partner receiving non-financial or additional financial support from third parties for this program, provided such support is not provided by an energy or resources company in competition with Shell. For the purposes of this clause, additional parties is taken to mean any third party that wishes to provide financial or in kind support and/or to have input into the direction of the program. Participants such as students, schools etc are considered to be beneficiaries of the program, and are not considered additional parties.

6. HEALTH AND SAFETY AND COMPLIANCE WITH LAWS

- (a) The Parties recognise the importance of health and safety in all aspects of the Program. The Delivery Partner acknowledges that it is responsible for ensuring the health and safety of all participants and to act to secure and maintain safety to the highest relevant standards and to comply with all laws and regulations applicable to the Program or in force in any relevant locality. This may include preparing a risk assessment and demonstrating effective controls to manage identified risks.
- (b) If Shell employees participate in the Program, the Delivery Partner will, prior to their participation in activities relating to the Program:
 - (i) conduct an information session and provide appropriate training to the Shell employees;
 - (ii) complete the Shell risk assessment process to identify risks prior to the commencement of the Program; and
 - (iii) advise the Shell employees of any risks, and of the safety procedures, relevant to the activities and the Program.
- (c) Shell may, from time to time, appoint a team leader for Shell employees who participate in the Program, whose role is to be the contact person for Shell's employees participating in the Program. The Delivery Partner acknowledges that the Shell team leader is not an occupational health and safety expert, and the appointment of the Shell team leader will not, in any way, affect the Delivery Partner's obligations under this Agreement.
- (d) Without limitation to clause 5(a), the Delivery Partner agrees at all times to comply with and observe all laws (including all regulations and by-laws) in force in the localities in which the Program is to be carried out or which are otherwise applicable to the Program and all directions or requirements of any responsible local government or other authority or governing body with jurisdiction in respect of the Program and at its own expense to obtain all consents and give all notices that may be required in connection with the Program, and to keep Shell indemnified from and against all liability, claims and demands in respect of or arising out of any breach or non-observance of any such laws or failure to comply with any such directions or requirements.
- (e) The Parties must ensure that it has taken and continues to take all appropriate technical and organisational measures against unauthorised or unlawful processing or disclosure of Personal Information (within the meaning of the *Privacy Act 1988* (Cth)) and against accidental loss of, destruction of, or damage to the Personal Information, and must otherwise comply with the provisions of the Privacy Act and all lawful directions issued by Shell regarding the handling of Personal Information which the Delivery Partner receives or collects in connection with this Agreement at all times and ensure that it does nothing to cause Shell to be in breach of the Privacy Act.
- (f) If the Delivery Partner is a volunteer organisation it will adhere to the Model Code of Practice published by Volunteering Australia – the national peak body for volunteering.



7. WARRANTIES

7.1 Delivery Partner Warranties

The Delivery Partner warrants that:

- (a) it has full right and legal authority to enter into and perform its obligations under this Agreement;
- (b) it will exercise reasonable control over the Program and all participants in the Program (including Shell employees who participate in the Program);
- (c) it will supervise, manage and co-ordinate all participants in the Program (including Shell employees who participate in the Program);
- (d) it has, or will at the relevant times have, all government licences, permits and other authorities relevant to the Program;
- (e) it will comply with all applicable laws relating to the promotion and conduct of the Program;
- (f) throughout this Agreement, it will conduct itself so as not to cause detriment, damage, injury or embarrassment to Shell; and
- (g) the Delivery Partner's Trade Marks do not infringe the Intellectual Property rights of any third party.

7.2 Shell Warranties

Shell warrants that:

- (a) it has full right and legal authority to enter into and perform its obligations under this Agreement; and
- (b) it will comply with all applicable laws in marketing and promoting its sponsorship of the Program.

8. DISCLOSURE

8.1 Initial Disclosure

The Delivery Partner warrants that it has disclosed to Shell:

- (a) that it and its Related Parties are Government Officials;
- (b) the substance (other than financial details) of all agreements (if any) entered into or currently under negotiation with the Delivery Partner for funding, or other like arrangements relating to the Program; and
- (c) all other circumstances which might have a material impact upon Shell's decision to enter into this Agreement.

8.2 Continuing Disclosure

The Delivery Partner must from time to time keep Shell informed of significant marketing programs and other promotional activities which might provide leverage opportunities for Shell.

8.3 Notification of Issues

Without limiting the above, the Delivery Partner must notify Shell of any relevant external or internal issue that may affect the Program or Shell's involvement in the Program as soon as possible subject to government process and security requirements.



9. CONSENTS

The Delivery Partner must obtain all necessary consents required to undertake the Program and will be responsible for giving any necessary or appropriate notices in connection with the Program.

10. INDEMNITIES AND INSURANCE

- (a) The Delivery Partner releases and discharges Shell, its Affiliates and their employees, directors, servants, agents, representatives and contractors from all claims, suits, demands, actions and other proceedings whatsoever by the Delivery Partner (and whether the facts or law giving rise to such claims is known (actually or constructively) or unknown to the parties), arising out of or relating to the Program or this Agreement, except to the extent caused by a breach of this Agreement by Shell.
- (b) To the maximum extent permitted by law, the Delivery Partner agrees to indemnify and keep indemnified Shell and its Affiliates from and against all actions, claims, demands, liabilities, losses, costs (including Shell's solicitor's costs and disbursements) and expenses, whether direct or consequential, which Shell or its Affiliates suffer or incur in connection with the Program and/or this Agreement, including:
 - (i) loss (including financial and/or economic loss) and damage in connection with personal injury, disease or death of any person;
 - (ii) loss (including financial and/or economic loss) and damage in connection with injury to the property of any person or entity; and
 - (iii) any actions, claims or demands commenced or maintained by any third party.
- (c) The Delivery Partner must effect and maintain:
 - (i) general third-party liability insurance policy (which extends to cover volunteers as third parties) for not less than \$10 million in respect of any single claim arising out of the activities of the Delivery Partner, covering all third party claims including those arising out of:
 - (A) loss, including financial and economic loss, destruction or damage to real or personal property and ensuing loss of use of that property; and
 - (B) death, injury to, or disease of persons; and
 - (ii) if motor vehicles are used, auto liability insurance for not less than \$10 million in respect of any single claim arising out of the activities of the Delivery Partner; and
 - (iii) an employers' liability and workers' compensation policy which covers any damage, loss or liability suffered or incurred by any person engaged by the Delivery Partner arising:
 - (A) by virtue of any statute relating to workers' or accident compensation or employers' liability; or
 - (B) at common law; and
 - (iv) personal accident insurance for volunteers.
- (d) The Delivery Partner must provide Shell with a certificate of currency for the insurance policies required by this Agreement which clearly confirms the requirements in clauses 10(c)(i) to 10(c)(iv) (inclusive) above:
 - (i) prior to the Commencement Date;
 - (ii) within 14 days of each anniversary of the Commencement Date throughout the Term; and



- (iii) within 14 days after the Delivery Partner becomes aware of any material variation to the relevant insurance policy.
- (e) The Delivery Partner must promptly notify Shell if:
 - (i) an event occurs which may give rise to a claim under or prejudice the policies required by this Agreement; or
 - (ii) any of the policies required by this Agreement are cancelled.
- (f) The Delivery Partner must effect and maintain all other insurances in a manner and to such extent which is reasonable and customary for an organisation engaging in the activities of the Delivery Partner.
- (g) The Delivery Partner must deliver upon request to Shell copies of any policies required to be entered into by the Delivery Partner.
- (h) The Delivery Partner must comply with the requirements of any insurer under any insurance obtained in relation to the Program and/or Agreement.
- (i) The Delivery Partner is liable for any deductible or excess payable under the insurance policies it is required to take out and maintain.

11. TERM AND TERMINATION

11.1 Term

This Agreement commences on the Commencement Date and expires on the Expiry Date, unless terminated earlier in accordance with this Agreement (**Term**).

11.2 Termination with Immediate Effect

- (a) Either Party may terminate this Agreement with immediate effect by giving notice of termination in writing to the other Party if:
 - (i) the other Party is, or is threatened to be, placed in liquidation or under official management or a receiver or administrator is, or is threatened to be, appointed over any part of the other Party's property or assets;
 - (ii) the Party suffers, or considers it is likely to suffer, damage to its public image or reputation by being involved with the other Party in the Program or any matter connected with the other Party or the Program;
 - (iii) the other Party, its Affiliates or any employee, director or officer of the other Party or its Affiliates is involved in or connected to, or alleged to be involved in or connected to, any illegal activity; or
 - (iv) the other Party is in breach of this Agreement and, where the breach is capable of remedy, has been given (by written notice) 30 days to rectify the breach and the breach has not been rectified.
- (b) Shell may terminate this Agreement with immediate effect by giving notice of termination in writing if:
 - (i) the Delivery Partner fails to achieve any of the objectives or deliverables of the Program to the satisfaction of Shell as outlined in the Program Plan;
 - (ii) in Shell's reasonable opinion, the Delivery Partner or any of its Related Parties when performing work in connection with this Agreement:
 - (A) commits any or causes Shell or any of its Related Parties to be in breach of



applicable Anti-Bribery Laws;

- (B) breaches clause 3.3 of this Agreement;
 - (C) breaches clause 15.3(d) of this Agreement;
 - (D) commits any or causes Shell or any of its Related Parties to be in breach of applicable competition laws; or
 - (E) commits a material breach of the Laws not mentioned in clauses 11.2(b)(ii)(A) and 11.2(b)(ii)(D) above; or
- (iii) any conflict of interest arises between the Delivery Partner or any of its Related Parties and Shell or any of its Related Parties, unless accepted in writing by Shell.

11.3 Termination with Notice

Either Party may terminate this Agreement at any time with at least three months' prior written notice to the other Party.

11.4 Method of Termination

A Party entitled to terminate this Agreement may do so by notice in writing to the other in accordance with the process and at the address specified in clause 16.1(a).

11.5 Consequences of Termination

- (a) Termination or expiry of this Agreement does not affect any accrued rights or obligations of a Party arising hereunder prior to such expiration or termination. Rights and obligations which by their nature should survive will remain in effect after termination or expiration of this Agreement. For the avoidance of doubt (and without prejudice to the generality of the foregoing), the provisions of clauses 4.1(b), 4.3(g), 10, 11, 13.2, 14, 15.3(d), 15.4(b), 15.4(c) and 15.4(d) will survive the termination or expiry of this Agreement.
- (b) Upon termination, Shell will be relieved of any obligation to make any further payment of the Sponsorship Funds and will be entitled, without prejudice to any other rights or remedies available to Shell, to an immediate pro-rata refund (for the remainder of the year) by the Delivery Partner of the Sponsorship Funds already paid by Shell in relation to the year in which termination occurs.
- (c) Upon termination or expiration of this Agreement for any reason whatsoever:
 - (i) the Delivery Partner must immediately return to Shell all Program Merchandise;
 - (ii) the Delivery Partner must immediately cease all use of the Shell Trade Marks, including the removal of all Shell Trade Marks and any other Shell branding from any Program Merchandise and from the Delivery Partner's media kits, letterhead and any promotional material; and
 - (iii) Shell must immediately cease all use of the Delivery Partner's Trade Marks, including the removal of all Delivery Partner's Trade Marks and any other Delivery Partner's branding from any Shell website, communications or other media or promotional material.

12. DISPUTE RESOLUTION

- (a) Any dispute between the Parties will be referred by a Party to the Chief Executive Officer or equivalent of the Delivery Partner and the Social Investment Manager (or other nominee) of Shell (the "Nominees"), who will seek to resolve the dispute having regard to the objectives of the Program.
- (b) If the Nominees cannot resolve the dispute within 14 days of the date of referral by a Party,



either Party may, without prejudice to any of its rights under this Agreement or at law, terminate this Agreement by giving at least one month's notice of termination in writing to the other Party.

13. COSTS AND TAXES

13.1 Each Party to Bear Own Costs

Each Party is responsible for its own legal and other costs and expenses, but the Delivery Partner must pay the stamp duty (if any) on this Agreement.

13.2 GST

- (a) If GST is or becomes payable on any Supply made under this Agreement, the Consideration for that Supply is to be considered exclusive of GST and the Party making the Supply may recover from the Recipient the amount of the GST if the Party making the Supply first issues a Tax Invoice or Adjustment Note (if applicable) enabling the Recipient to claim all applicable Input Tax Credits in relation to that Supply.
- (b) Terms capitalised in clause 13.2(a) that are not otherwise defined have the meanings given to them in the GST Law as that term is defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

13.3 Deductible Gift Recipient Status

If the Delivery Partner maintains Deductible Gift Recipient status under the *Income Tax Assessment Act 1997* (Cth), it must promptly notify Shell if at any time during the term of this Agreement it ceases to hold Deductible Gift Recipient status.

14. CONFIDENTIALITY

14.1 Obligation of Confidentiality

The terms and conditions of this Agreement together with any other information provided by a Party on a confidential basis ("**Confidential Information**") must be kept in strict confidence and neither Party will transmit, reveal, disclose or otherwise communicate any Confidential Information to any third party for a period of three years after the date of termination of this Agreement, unless agreed by both Parties in writing prior to disclosure.

14.2 Permitted Disclosure

A Party may disclose Confidential Information:

- (a) to any of the Party's officers or employees;
- (b) to any of the Party's consultants or lawyers;
- (c) to any Affiliate;
- (d) as required by law or the rules of any applicable stock exchange; or
- (e) to the responsible Minister or a House or a Committee of the Parliament of the Commonwealth or with another Commonwealth agency, where this serves the Commonwealth's legitimate interests.

By disclosing the Confidential Information, the disclosing Party becomes responsible for ensuring that the recipient keeps the Confidential Information confidential.

14.3 Protection of Personal Data

In relation to Personal Data:



- (a) Each Party will, and will ensure that its Affiliates will, implement all appropriate security measures to protect Personal Data against accidental, unlawful, or unauthorized
 - (i) destruction
 - (ii) loss,
 - (iii) alteration,
 - (iv) disclosure, or
 - (v) access (including remote access).

Each Party will, and will ensure that its Affiliates will, protect Personal Data against all other forms of unlawful processing, including unnecessary collection, transfer, or processing, beyond what is strictly necessary for the Program.

- (b) The Delivery Partner is not authorized to and will not process Shell Personal Data, whether or not included in the Program, unless the Delivery Partner has first entered into a data privacy agreement as instructed by Shell.

15. ANTI-BRIBERY AND CORRUPTION

15.1 Conduct of Business

- (a) Delivery Partner acknowledges that:
 - (i) it has received a copy of the Shell General Business Principles (or alternatively taken note of the Shell General Business Principles at www.shell.com/sgbp);
 - (ii) it has received a copy of the Shell Code of Conduct (or alternatively has taken note of the Shell Code of Conduct at http://www.shell.com/home/content/aboutshell/who_we_are/our_values/code_of_conduct/);
 - (iii) it has been made aware of the Shell Global Helpline at http://www.shell.com/home/content/aboutshell/who_we_are/our_values/compliance_helpline/.
- b) To the extent the Shell General Business Principles and Shell Code of Conduct do not contradict the Australian Public Service Code of Conduct, the Delivery Partner will:
 - (i) adhere to the principles contained in the Shell General Business Principles in all its dealings with, for or on behalf of Shell in connection with this Agreement and the business resulting therefrom.
 - (ii) in the event that the Delivery Partner supplies staff that work on behalf of Shell or represent Shell, the Delivery Partner commits that such staff will behave in a manner that is consistent with the Shell Code of Conduct; and
 - (iii) the Delivery Partner must notify Shell immediately if it becomes aware of any behaviour by Shell staff or the Delivery Partner which is, or may be, inconsistent with the Shell General Business Principles, the Shell Code of Conduct or, the Australian Public Service Code of Conduct.

15.2 Compliance with Laws

The Delivery Partner, in the performance of this Agreement and the business resulting therefrom, must comply, and ensure compliance by its Related Parties, with the Laws.

15.3 Compliance with Anti-Bribery Laws



- (a) Delivery Partner represents and warrants that, in connection with this Agreement or the business resulting therefrom:
 - (i) it is knowledgeable about Anti-Bribery Laws applicable to the performance of this Agreement and will comply with all such laws;
 - (ii) neither it nor a Related Party have made, offered or authorised or will make, offer or authorise any payment, gift, promise or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any Government Official or any person where such payment, gift, promise or other advantage would (i) comprise a facilitation payment; and/ or (ii) violate the Anti-Bribery Laws;
- (b) The Delivery Partner undertakes to immediately notify Shell if in connection with this Agreement or the business resulting therefrom it receives or becomes aware of any request from a Government Official or any person for any payment, gift, promise or other advantage of the type mentioned in clause 15.1(a)(ii).
- (c) Shell confirms that its expenditure to Delivery Partner was expressly made on the basis that Anti-Bribery Laws and the Shell General Business Principles would not be violated. The Delivery Partner acknowledges that the contents of this Agreement may be disclosed by Shell to third parties for the purposes of demonstrating compliance with this clause 15.3.
- (d) The Delivery Partner will indemnify, defend, and hold harmless Shell and its Related Parties from and against any and all losses, damages, claims and expenses arising out of the Delivery Partner's representations in this clause 15.3 being untrue or arising out of Delivery Partner's breach of any of its warranties or undertakings in this clause 15.3.

15.4 Audit Rights, Internal Controls and Records Keeping

- (a) The Delivery Partner and its Affiliates must maintain adequate internal controls and procedures to assure compliance with Anti-Bribery Laws including procedures to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain such as the purpose of each transaction and to whom it was made or from whom it was received.
- (b) The Delivery Partner must maintain, either physically, by electronic media or on microfilm, all records and information related to this Agreement and/or any work statement in connection therewith for a period of five 5 years after the Agreement's end date. Such records and information must include at a minimum all invoices for payment submitted by the Delivery Partner to Shell along with complete supporting documentation. The Delivery Partner must ensure that its Related Parties and third party contractors comply with the requirement of this clause 15.4(b).
- (c) Shell will have the right to audit all information, rates and costs and expenses related to this Agreement in connection therewith at any time during and within 5 years after termination of this Agreement. Shell will have the right to reproduce and retain copies of any of the aforesaid records or information. The Delivery Partner must implement all agreed recommendations, within Commonwealth government policy, arising from the audits within a time scale, mutually agreed with Shell.
- (d) Upon Shell's request the Delivery Partner will, as soon as reasonably practical, provide Shell with all records relating to this Agreement and/or any work statement in connection therewith which are created or kept by its Related Parties or third party contractors.

16. MISCELLANEOUS

16.1 Notices

- (a) Any notice or other communication (including any request, demand, consent or approval) to or by a Party to this Agreement must be in legible writing and in English addressed as shown below (or as specified to the sender by any Party by notice):



Party	Address	Program Manager	Email
Shell	275 George St, Brisbane QLD 4000	s 22(1)(a)(ii) Social Performance Advisor	s 22(1)(a)(ii) @shell.com
Delivery Partner	King Edward Terrace, Canberra ACT 2600	s 22(1)(a)(ii) Deputy Director, General Manager, Science and Learning	s 22(1)(a) @questacon.edu.au

- (b) A notice or communication given in accordance with clause 16.1(a) can be relied on by the addressee and the addressee is not liable to any other person for any consequences of that reliance if the addressee believes it to be genuine, correct and authorised by the sender.
- (c) Any notice or other communication to or by a Party to this Agreement is regarded as being given by the sender and received by the addressee:
- (i) if by delivery in person, when delivered to the addressee;
 - (ii) if by post, 5 Business Days from and including the date of postage;
 - (iii) if by e-mail, when an acknowledgement receipt by the recipient indicated in clause 16.1(a) is received (an automatic "read receipt" shall not constitute acknowledgement of an e-mail for the purpose of this clause).
- but if the delivery or receipt is on a day that is not a Business Day or is after 5.00pm (addressee's time) it is regarded as received at 9.00am on the following Business Day.
- (d) In this clause 16.1, reference to an addressee includes a reference to an addressee's officers, agents or employees.

16.2 Governing Law

This Agreement will be exclusively governed by and interpreted in accordance with the substantive laws of the State of Western Australia without regard to any conflict or choice of laws rules or principles which may refer any matter to another jurisdiction for resolution. The Parties submit to the exclusive jurisdiction of the State and federal courts located in the State of Western Australia and courts competent to hear appeals from those courts.

16.3 No Assignment without Consent

Neither Party may assign, charge or otherwise deal with its rights and/or obligations under this Agreement without the prior written consent of the other Party, save that Shell will be entitled to assign all or any of its rights and/or obligations to one or more of its Affiliates at any time without the consent of the Delivery Partner.

16.4 Relationship of Parties

Nothing in this Agreement will be deemed to create a partnership, relationship of agency or any fiduciary obligation whatsoever between the Parties. Neither Party has the right to represent, commit or bind the other in any way.

**16.5 Variation and Waiver**

A provision of this Agreement or a right created under it may not be waived or varied except in writing and signed by both Parties.

16.6 Agreement to Benefit Affiliates

The rights granted to Shell under this Agreement are intended to benefit Shell and its Affiliates without any further charge to the Affiliates. The Delivery Partner acknowledges that Shell contracts with the Delivery Partner, with respect to the rights of Shell contained in this Agreement, both on its own behalf and on behalf of its Affiliates.

16.7 Entire Agreement

This Agreement, its Schedules and Annexures contains the entire agreement between the Parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Agreement. In the event of any conflict, ambiguity or uncertainty between the Agreement documents, the order of precedence will be as follows:

- (a) this Agreement and its Schedules
- (b) Program Plan advised by Program Working Group
- (c) Annexure A – Program Plan

16.8 Employment Contracts Associated with this Agreement

The Delivery Partner will ensure any resources employed to deliver the Program will be provided with and accept employment contracts consistent with the terms of this Agreement. For benefit of doubt, employment contracts should be aligned with Commencement Date, Termination Date, intention and deliverables of the Program and Intellectual Property.

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EXECUTED AS AN AGREEMENT

Executed on behalf of **Shell Australia Pty Ltd ACN 009 663** by its duly authorised representative:

DocuSigned by:
s 22(1)(a)(ii)
BE57B9B9E86E43F...
Signature
s 22(1)(a)(ii)
10-Jun-2021 | 12:15 PM CEST
Print Full Name & Date

Executed by The Commonwealth of Australia as represented by the Department of Industry, Science, Energy and Resources, acting through Questacon – The National Science and Technology Centre ABN 74 599 608 295
by its duly authorised representative:

s 22(1)(a)(ii)
Signature
s 22(1)(a)(ii)
27 May 2021
Print Full Name & Date



Schedule A - Sponsorship Funds

The Delivery Partner is responsible for managing and reporting on Program income and expenses against the agreed Program budget.

Where there is Program underspend, this is to be raised at the Program Working Group, along with alternative options for the use of such funds. Where Program income is received from other sources, this must be declared.

s 47G

FOI 300663



Schedule B – Social Performance and External Engagement

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FOI 300663



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Schedule C – Governance and representatives of each Party

The Parties are represented by:

Delivery Partner s 22(1)(a)(ii) , Deputy Director, General Manager, Science and Learning

Shell: s 22(1)(a)(ii) , Social Performance Advisor

or their respective replacements from time to time, as determined by the relevant Party.

The Program will be advised by a Working Group as described in the 'definitions' section of this Agreement. The Delivery Partner will be the secretariat of this Working Group, while the location and chairperson for the Working Group will alternate between Shell and the Delivery Partner. The agenda for each Program Working Group will be agreed between the respective Program Managers from each organisation.

The Program Working Group will meet quarterly (unless otherwise agreed), where the following will be discussed:

- Program budget updates
- Updates against KPI targets for the Grant Year
- Anecdotal outcomes from the Program
- Decisions to be made
- Any other business

Where necessary, the Program Working Group can provide out-of-session advice via written correspondence with all representatives.

The composition of the Program Working Group and wider Program team is outlined below.

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Schedule D - Shell Trade Marks





Schedule E – Shell’s Guidelines

Shell carefully manages the presence of the Shell Brand and sponsorship relationships. s 47G
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Schedule F – Delivery Partner's Trade Marks

s 47E(d)



Annexure A

May 2021 – December 2022 Program Plan

Delivery Partner: Questacon, The National Science and Technology Centre

Project: Questacon Innovation Programs

1. Delivery Partner

As Australia's National Science and Technology Centre, Questacon's mission is to excite and motivate people to engage with STEM through inspirational experiences at our two Questacon Centres in Canberra and through a wide array of STEM engagement and learning opportunities offered digitally and in-person across Australia.

Our vision is a better future for all Australians through engagement with science, innovation and technology.

Questacon's National Presence Strategy is centered around a place-based, sustained and collaborative approach that will enable Questacon to make a greater contribution to STEM capability in specific regions and achieve enduring impact. This involves:

1. Fostering a healthy and thriving STEM learning ecosystem to support young people and strengthen the future workforce
2. Offering inspirational STEM engagement & education activities
3. Connecting learners to new resources and activities
4. Supporting STEM Hubs and networks
5. Strengthening relationships with formal and informal STEM providers; and
6. Collaborating with local STEM providers to tailor, co-design and coordinate.

Questacon's National Presence Strategy includes two models – Spark and Build. In the Spark model, inspirational and engaging STEM learning activities are delivered in underserved communities. These are typically stand-alone experiences to engage defined audiences. In the Build model there is always a combination of STEM learning activities that involve collaboration with local STEM providers and aim to build upon the capacity and capability of the local STEM ecosystem to support its health and sustainability.

2. Partnership Duration

From date of execution of agreement to 31 December 2022.

3. Sponsorship Funds

s 47G

4. Key Contact

The following person is the key contact within their organisation and will be responsible for program reporting to Shell Australia.

Name: s 22(1)(a)(ii)
 Position: Deputy Director, General Manager, Science and Learning
 Telephone: s 22(1)(a)(ii)
 Email: s 22(1)(a)(ii)@questacon.edu.au

Name: s 22(1)(a)(ii)
 Position: Social Performance Advisor – Local Content and Social Investment
 Telephone: s 22(1)(a)(ii)
 Email: s 22(1)(a)(ii)@shell.com



5. Project Overview (Log-Frame Summary)

Problem Statement	Australia's employment landscape is rapidly changing and skills in STEM are becoming increasingly relevant across all industries and future career paths. The community understanding of STEM and its value towards improving society, the importance of science and technology issues in our lives and the varied career pathways is low. This is especially the case in regional and remote areas of Australia where STEM literacy levels, alongside literacy and numeracy levels, are significantly lower. Further, access to STEM engagement opportunities in regional areas tend to be limited compared to metropolitan areas based on fewer local providers or visiting providers (Independent Review into Regional, Rural and Remote Education 2018, starportal.edu.au).
Goal	Build STEM capacity and inspiration in priority regions as identified in both Questacon's National Presence Strategy and Shell's Social Investment Strategy. s 47G • Inspire a passion for STEM in young people and to motivate more students to choose STEM subjects at school • Build awareness of the role STEM skills play in solving real world problems and securing jobs of the future • Build-on capability in informal learning providers to deliver STEM engagement activities to their audiences. • Facilitate mapping of the STEM engagement activities in identified operational communities.
Program Strategy	s 47G
Social Output	s 47G Increase empowerment of community organisations to deliver STEM engagement Greater community access to STEM engagement activities Increase in young people taking part in engaging STEM activities in-school and out-of-school Community organisations developing new skills and content to provide STEM engagement activities in their audience An increase in community engagement in STEM activity An increased understanding of the STEM ecosystem; and



Audiences in disadvantaged communities are able to access quality, positive STEM experiences, and be better informed of STEM issues, the value of STEM learning and possible STEM career pathways.

Social Outcome



- Percentage of young people engaged likely to choose STEM subjects as a result of seeking out STEM enrichment and engagement activities
- Percentage of educators engaged self-identify as being more confident to teach STEM content
- Increase in local community understanding and support of STEM as a result of attending STEM engagement activities.
- Percentage of Community organisations engaged who identify they are better equipped to provide STEM experiences
- Percentage of young people engaged that identify having more visibility of STEM careers offering opportunity for future skills and employment.

Long term, this will lead to an increase in science literacy and awareness of STEM skills and opportunities in the defined regions. Additionally STEM careers will be seen as offering diverse opportunities with various entry points. For the purposes of this program plan and its duration, these long term outcomes will not be measured.

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Business Output



Questacon

- Delivery of program activities in collaboration with others
- Delivery of program evaluation report by Questacon

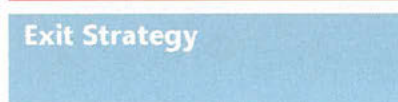
Business Outcome



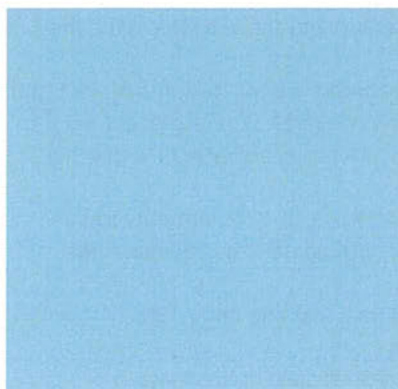
s 47G

- External stakeholders will recognize Questacon as a leader in STEM engagement, a provider of high quality experiences and a collaborative contributor to the health and sustainability of the STEM ecosystem

Exit Strategy



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The program invests heavily in skill and knowledge development in schools, community organisations and informal learning environments. While Questacon's involvement will decrease over time it should not impact the type and frequency of activity delivered by community and informal learning organisations.

It is an aim of the program to link these activities with other STEM engagement experiences available to the audiences. s 47G

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Refer also to Section 12 for a more detailed Measurement and Evaluation Framework

6. Detailed Implementation Strategy

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Community engagement project

- Questacon will work with Shell and the local STEM ecosystem to identify opportunities for Questacon activities to be delivered in the regions. These activities could include
 1. Ultra-portable exhibit experience that can deliver to regional shows, local festivals or can be expanded to larger venues and supported by a small team, including a locally trained team, to deliver science engagement activities in community. This enables engagement with the local STEM engagement sector through their collaborative involvement. These experiences align with Questacon's Spark model by providing inspirational and enjoyable learning experiences for underserved communities.
 2. Virtual Excursions are a cost-effective way to deliver activity in regional areas and can support/drive engagement with exhibit tours. s 47G
 3. Informal STEM learning activities – combined training and delivery of activities for libraries and/or community organisations that enable them to upskill staff and develop or improve STEM activities in-house for continued use. These activities would enable the local organisations to build on their capabilities and to work with Questacon staff to co-design future activities.
 4. In-school innovation activities – hybrid delivery of in-person and digital delivery of innovation and problem based learning activities for students. These activities are valuable in engaging students in real-world STEM applications and provide the opportunity to engage local STEM professionals as mentors and featured speakers.

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Questacon – The National Science and Technology Centre	1. All obligations as outlined in the Funding Agreement 2. Use Shell funds to deliver the program in strict accordance with this Program Plan and the terms of the Funding Agreement 3. Provide biannual reports (aligned with the schedule provided in the Funding Agreement) which provide an update on program performance against KPIs, expenditure against budget, communication and leveraging activities 4. Arrange, prepare pre-read, agenda and minutes for quarterly Program Working Group meetings which govern the direction of the program 5. Annually amend the Program Plan to update targets, activities, milestones and budget 6. Leverage and promote the program through internal and external channels (as per the communication plan). This includes the production of visual assets (film, photographs) of program participants (within talent release protocols) for promotional use by Shell 7. Advise Shell in a timely manner of any program staff changes or other issues which may affect delivery
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Key Communication and Leveraging Opportunities

Activity / Event	Approx. Date	Key Messages	Target Audience	Delivery Partner Activities
2020				
<i>Communicating the change of the Shell partnership with Questacon and the associated outcomes</i>	<i>January 2021</i>	• Shell is Questacon's longest-standing corporate partner. Questacon and Shell have worked together over the last 35 years to deliver the Shell Questacon Science Circus to regional and remote communities across Australia. This partnership, along with support from ANU, has allowed the Shell Questacon Science Circus to reach more than 2.5 million Australians and visit more than 600 towns and 110 Indigenous communities over its lifetime. • Questacon and Shell are currently discussing future opportunities and working towards finalising a new 2-year partnership agreement in early 2021. • Shell and Questacon plan to continue their 35 year partnership and deliver STEM engagement activities focused	<i>Program target audiences</i> <i>Questacon</i> <i>Shell</i> <i>DISER</i> <i>Relevant Ministers and MPs</i> <i>Local STEM Engagement networks and organisations</i>	<i>Alteration of Questacon website to communicate partnership change</i> <i>Alteration of Shell website to communicate partnership change</i> <i>Advertising activities to target audiences</i> <i>Communication to other Shell partners in the regions.</i> s 47G



Activity / Event	Approx. Date	Key Messages	Target Audience	Delivery Partner Activities
2020				
		on increasing STEM engagement activities that build on local capability and capacity in specific regions of identified need • New partnership activities will be delivered under Questacon's National Presence strategy and Shell's Social Investment portfolio and seek to better understand existing STEM activities in the region to foster stronger collaboration and inform the development of future programs. • Questacon will deliver activities in collaboration and cooperation with other Shell partners • The activities will continue the founding principles of the partnership by providing STEM engagement activities in regional communities with an added element of providing multiple engagements that will build on local STEM engagement capabilities and capacity.		
2021				
Develop in Q1 2021				
2022				
Develop in Q4 2021				



7. Risk Identification and Mitigation

EXPECTED RISK / CHALLENGE	PLAN TO ADDRESS
Delivering a safe and effective program at a time of uncertainty due to the effects of the recent global pandemic	Questacon has significant experience and understanding of how to develop and deliver programs within the constraints of the pandemic. The program is a combined delivery model with both virtual and in-person activities planned. The activities can be delivered through local delivery and remote Questacon training. A full risk assessment for program activities will be completed on commencement of the project and updated as required. Each activity will also have standard operating procedures.
Travel restrictions prevent or limit face-to-face engagement	Questacon adapted swiftly to the challenges presented in 2020 and is skilled at being able to adapt in-person content to Covid-safe or virtual formats.
Increasing competition with other organisations for student time, and for attention and attendance of families and the community to participate in activities	A collaborative approach to engagement will ensure activities are tailored to the specific community need and are therefore desirable and appropriately timed. Leveraging of existing relationships within Questacon's STEM networks will ensure the value proposition of the program is maintained and valued.
External pressures on program finances	Questacon will seek to find efficiencies wherever possible to ensure continued program delivery in order to develop a robust and sustainable program.
Governance and reputational risks	As per the Support Agreement a Program Working Group is established to provide guidance for activities under the Program Plan. The Program Working Group will also ensure clear communication to reduce the likelihood of reputational risk to either Shell or Questacon.



8. Measurement and Evaluation Framework

Key Performance Indicator Metrics			MEASUREMENT APPROACH			
			DATA TYPE	COVERAGE	COLLECTION TOOL	FREQUENCY
Social Output	Target by Year		Targeted, tailored and multi-modal STEM engagement and learning experiences are developed in collaboration with local stakeholders to build on local capability and provide multiple opportunities for audiences to engage with STEM.			
(indicators or proxies that we are on track)	2021	2022				
Increase in confidence of educators and informal STEM providers in the delivery of STEM content and activities						
More people are taking part in STEM engagement activities in the region						
Number of connections in STEM engagement STEM ecosystem map in Western Downs Region						
Social Outcome	Target by Year		Communities have a positive STEM experience and a greater understanding of the value of STEM issues, STEM learning and STEM career pathways.			
(indicators or proxies that we are on track)	2021	2022				



Percentage increase of audiences are accessing more STEM Engagement activities than in the previous year

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Number of staff in informal learning organisations upskilled in the delivery of STEM activities. Percentage of educators engaged self-identify as being more confident to teach STEM content

Increase in local community understanding and support of STEM as a result of attending STEM engagement activities

Percentage of Community organisations engaged who identify they are better equipped to provide STEM experiences

Percentage of young people engaged likely to choose STEM subjects as a result of seeking out STEM enrichment and engagement activities

Percentage of young people engaged that identify having more visibility of STEM careers offering opportunity for future skills and employment.

Business Output	Target by Year		Awareness is raised of both Shell and Questacon's contribution to STEM, resulting in positive media attention and future engagement opportunities.			
(indicators or proxies that we are on track)	2021	2022				

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Business Outcome	Target by Year		Shell is recognised as a leading STEM employer and an important contributor to the building of STEM capacity and capability in operational communities			
	2021	2022				
<i>(indicators or proxies that we are on track)</i>						

s 47G