



Ref No: 607958 LF

8 June 2020

Dr Job Frank Martien van Boven
C/O Centre for Medicine Use and Safety (CMUS)
Faculty of Pharmacy and Pharmaceutical Sciences
Parkville VIC 3052

Dear Dr van Boven

Offer of Adjunct Appointment

I am delighted to offer you an appointment as an Adjunct Research Fellow (the Appointment) in the Centre for Medicine Use and Safety (CMUS), Faculty of Pharmacy and Pharmaceutical Sciences, for a fixed period of three years, commencing on 22 June 2020 and expiring on 21 June 2023, subject to the terms below.

Monash University is a leading Australian and international university. Monash has earned its place among Australia's prestigious Group of Eight universities through a culture of innovative research and its dedication to the highest educational standards.

In accordance with the decision of the University Council, adjunct appointments have been established as a means of giving recognition to the contribution made by those who are not themselves employees of the University, but who nonetheless have or will have a valuable association with the Faculty.

The category of adjunct appointments is in widespread use in eminent international universities and is well recognised in most international jurisdictions and by international research funding agencies as a distinguished academic title.

The University is confident that adjunct appointments will assist appointees to achieve the widest possible recognition within Australia and internationally for their important contributions to the University's teaching and research effort.

As an adjunct appointee:

1. You may be involved in research and/or teaching activities of the Faculty or supporting those activities as determined by the relevant Head of School/Department in consultation with you.
2. You may (but are not obliged to) use the title Adjunct Research Fellow on a business card and official correspondence, but you must acknowledge your adjunct status in academic attributions.

3. You will be provided with access to:
 - (a) the relevant parts of the University's IT resources and network;
 - (b) the University's libraries; and
 - (c) relevant laboratories and facilities and by approval of the Dean, access to an office or workspace;
4. You will ordinarily attribute your academic publications in accordance with the University's Research Outputs & Authorship Policy and Procedures (outlined below and as amended from time to time).
5. You must comply with all Monash University policies and procedures and without limiting that obligation, your particular attention is drawn to the following policies which can be accessed at www.monash.edu.au
 - (a) Research Outputs and Authorship Policy and Procedure;
 - (b) Responsible Conduct of Research Policy and Procedures;
 - (c) Information Technology Use Policy - Staff and Other Authorised Users;
 - (d) Occupational Health and Safety Policy and Procedures;
 - (e) Conduct and Compliance Policy and Procedures; and
 - (f) Equal Opportunity Policy and Procedures.
6. There is no remuneration for this appointment, which is on an honorary basis, although out-of-pocket expenses incurred when representing the University will be reimbursed provided that prior approval has been given by the Head of School/Department for such expenses to be incurred.
7. Your agreement to the terms and conditions set out in this offer is given in consideration of the benefits of the appointment including use of the title of Adjunct Research Fellow and access to the University's facilities set out in paragraph 3 above.
8. The appointment may be terminated during its term by you or the University providing 4 weeks' notice in writing.

Your attention is drawn to the Research Outputs & Authorship Policy and Procedures. Essentially the policy requires that Monash University be attributed in research outputs by all Monash staff and adjunct appointees. Section 2 of the procedure states in part:

'In order that Monash University achievements and investment in research receive appropriate acknowledgement and contribute to all relevant measures of performance, Monash University must be attributed for research outputs in the following cases:

- *Where resources and/or facilities of Monash University have been used in the research leading to the output. This includes contribution to salary of researchers, other funding, resources, facilities, apparatus, human and administrative resources;*
- *Where funds for research have been directed through Monash University accounts.*

These criteria may apply even where an author may subsequently have left Monash University, provided that one or more of the above conditions are met.'

The Procedures take a broad view of what use of resources would trigger the need for attribution. For example, if Monash equipment was used in experiments, field research, or recording/completion of results/publications, or if Monash administrative staff typed a research output, or if Monash facilities were made available as the venue for experimentation, testing or recording/writing up research results or if Monash provided other funding then this is a use of Monash resources.

This attribution can be alongside other institutional affiliations, where appropriate, but Monash must be attributed in these instances. Of course, you are free to give attribution of your affiliation also in instances where no Monash resources, facilities or funds are involved.

1. Confidentiality

- (a) You acknowledge that all Confidential Information which you create or which may come into your possession during your Appointment as an Adjunct is and remains the property of the University. You must not either before or after the termination of this Appointment disclose to any person or corporation any Confidential Information.
- (b) The obligations in clause 14(a) do not apply to Confidential Information that:
 - (i) where disclosure is solely for the proper performance of your research and authorised by the University;
 - (ii) you are required by law to disclose, although you must notify the University immediately upon becoming aware that you will be legally required to disclose such information;
 - (iii) is in the public domain other than due to breach of this Appointment; and
 - (iv) you are otherwise authorised in writing by the Vice-Chancellor to disclose.

"Confidential Information" means all information and data (and all copies and extracts made of or from such information and data), concerning the operations, dealings, organisation, business, finance, transaction, prospects, markets, design, drawings, know-how and affairs of the University, its related bodies corporate, associated entities and/or University controlled entities, and any information that the University designates as confidential.

2. Intellectual Property

- (a) Your Appointment as an Adjunct includes a duty to carry forward the fruits of any research - for instance to invent things in the course of research and to co-operate with the University to commercialise or to patent any invention(s).
- (b) Under this Appointment you agree that the University owns any intellectual property or patent worthy discovery or invention created by you in the course of carrying out your Appointment obligations to the University, effective from the date that the intellectual property comes into existence, and you agree to sign any further documents that may be required to confirm the University's ownership or (to the extent required) formalise the assignment of the intellectual property to the University.
- (c) You agree to notify as soon as possible the person designated by the Vice-Chancellor of intellectual property that you have created that has the potential to be commercialised. You agree you will not publish or otherwise disclose that intellectual property or any patent worthy discovery or invention until such publication or disclosure is approved in writing by the person designated by the Vice-Chancellor.

No liability or responsibility shall be accepted by the University for any variation in the terms of the appointment as stated herein or for any undertaking or representation given or made concerning the Appointment unless the same is in writing and signed by the Chief Human Resources Officer, or delegate.

Where such written confirmation of any special conditions or undertakings relating to appointment is not obtained by you prior to acceptance of this offer of appointment, those special conditions or undertakings will be unenforceable and of no effect.

I am delighted to convey this appointment offer to you and look forward to receiving your formal acceptance.

To accept this offer, please personally click 'Accept' within two weeks from the date of this letter after which time the offer will lapse.

If you have any questions or require any additional information, please contact the HR Business Support team on 9902 0400 or hr-bussupport@monash.edu.

Yours sincerely



Bridgid Connors
Chief Human Resources Officer
Monash HR