

## **There were multiple breaches of my work contract following my public interest disclosure**

Before moving to Australia, I negotiated a research-only work contract, which is reproduced on the following pages without redaction for public scrutiny.

As evident from its title, the contract only mentions research, with no reference to teaching, aligning with its research-focused nature. Given my ranking among the top 2% of researchers in my field according to the Stanford list, this type of contract was appropriate.

For over a decade, management honored the contract - until I made a public interest disclosure (PID) about alleged management criminality. Immediately thereafter, management breached my contract in significant ways.

Notably, contrary to management's claims, I had no obligation to teach undergraduate medical students. Furthermore, my voluntary offers to provide additional teaching to postgraduate students within my specialty area of neuropathology were consistently ignored by management.

It is worth noting that, ideally, such matters would not be noteworthy at a well-run university. However, in the context of "inverted" universities where priorities are misplaced:

**I personally refuse to compromise academic integrity by teaching outside my field of expertise, as this would involve defrauding students who pay for specialized knowledge. I encourage fellow academics to adopt a similar stance to maintain the integrity of university teaching.**

Over the years, management committed multiple other violations of my work contract, several of which are documented in publicly available records. The bullying and harassment that followed my PID persisted for years and culminated in my termination.



ABN 15 211 513 464

**Professor Don Nutbeam**  
Provost and Deputy Vice-Chancellor

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30 March 2009

Professor Manuel Graeber



United Kingdom

## OFFER OF EMPLOYMENT

Dear Professor Graeber

On behalf of the University of Sydney, it is with much pleasure that I offer you an appointment to a Chair of Brain Tumour Research within the Brain and Mind Research Institute, Faculty of Medicine and the Faculty of Health Sciences on the terms set out in this letter. I am confident that you will be a valuable addition to the University's staff and that you will find the role challenging and rewarding.

To accept this offer you are requested to print a copy of this letter, complete and sign the acceptance below and return to the University by 17 April 2009. Your attention is also directed to the accompanying email which provides important information on completing your various employment forms.

I am looking forward to receiving your acceptance and working with you. In the meantime, if you have any queries about this offer, please do not hesitate to contact Ms Meg Wilmott on 9351 5093 or [mwilmott@usyd.edu.au](mailto:mwilmott@usyd.edu.au).

Yours sincerely



Professor Donald Nutbeam  
Provost and Deputy Vice Chancellor

**Acceptance**

I \_\_\_\_\_ (full name) have read, understood and accept this offer of employment as set out in this letter.

In signing this offer, I acknowledge that the terms set out in this letter (including the attached Schedules A & B) constitute the entire understanding between the University and myself in relation to the terms and conditions of my employment. All previous negotiations, representations and agreements are superseded by this document.

My commencement date will be    /    /

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*Signature*

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*Date*

*Please sign one copy of this letter and return it to*

Ms Meg Wilmott  
HR Service Centre  
SydneyPeople  
Level 3, G12 – Services Building  
The University of Sydney NSW 2006  
Fax: 9351 7393  
Email: mwilmott@usyd.edu.au

## SCHEDULE A

<b>Position</b>	Chair in Brain Tumour Research
<b>Commencement date</b>	On a date to be confirmed
<b>Supervisor on commencement</b>	Executive Director, The Brain and Mind Research Institute Currently Professor Ian Hickie
<b>Employment Category</b>	Continuing, Full Time
<b>Hours per week</b>	Your standard working hours are 37.5 hours per week
<b>Classification</b>	Level E
<b>Base salary on commencement</b>	\$144,871 per annum
<b>Allowances/ Loadings</b>	\$50,000 per annum (Personal Loading, Superannuable), subject to the conditions specified in the attached Schedule B.
<b>Superannuation contributions</b>	<p><b>Employer contributions</b></p> <p>The University will make 17% employer superannuation contributions on your behalf. These contributions are in addition to your Base Salary, and will be made to UniSuper in accordance with requirements of the UniSuper Trust Deed as varied from time to time and as applicable to you.</p> <p>Depending upon your superannuation arrangements you may be required to make member contributions from your Base Salary (refer Schedule B Section 5 for further details).</p>
<b>Residency, clearances &amp; qualifications etc</b>	<p>Your employment is conditional upon your eligibility to work in Australia, any clearances specified in the attached Schedule B and the provision of documentary evidence of:</p> <ul style="list-style-type: none"> <li>• your Australian residence status (birth certificate or passport) or valid working visa and, if applicable, documentation of any change of name;</li> <li>• the qualifications stated in your application; and</li> <li>• any professional registration required for the purposes of your role.</li> </ul>
<b>Additional conditions</b>	Additional conditions of employment are set out in the attached Schedule B.
<b>Enterprise agreement</b>	The <i>University of Sydney Academic Staff Agreement 2006-2008</i>

will also apply to your employment on commencement. This is a collective workplace agreement which may be varied or replaced from time to time, and its terms are not incorporated into your contract of employment. A copy of this Agreement is available at [www.usyd.edu.au/hr/eb/](http://www.usyd.edu.au/hr/eb/)

## **SCHEDULE B– ADDITIONAL CONDITIONS OF EMPLOYMENT**

*In this document, a reference to a policy, procedure or code of conduct means a University policy, procedure or code of conduct as introduced, altered or replaced by the University from time to time*

### **1) Your role and responsibilities**

Your initial duties will be assigned to you by your Supervisor, and your position and/or duties may be altered from time to time after discussion with you. By accepting this offer, you agree to:

- carry out such duties as are within your skill, competence and training, at such locations as reasonably determined by the University;
- perform to the best of your abilities and knowledge the duties assigned to you by the University from time to time;
- serve the University faithfully and diligently to the best of your ability;
- not act, or be seen to be acting, in conflict with the best interests of the University, and if such conflict appears possible or arises, you agree to notify your supervisor at the earliest opportunity;
- comply with all laws and University policies and codes of conduct applicable to your employment and the duties assigned to you;
- comply with all lawful and reasonable directions of the University;
- where applicable, comply with the terms of any external Fellowship award or any agreements entered into with External Funding bodies in relation to your position; and
- report to the Supervisor assigned to you by the University or such other person reasonably nominated by the University from time to time.

### **2) Confidential information and intellectual property**

As you will appreciate, the University is concerned to protect its confidential information and intellectual property. To ensure the protection of these interests, you agree to:

- keep confidential all Confidential Information other than Confidential Information that you are required to disclose in the course of your duties with the University or by law;
- only use Confidential Information for the purpose of performing your duties with the University;
- assign to the University intellectual property rights in accordance with the *University of Sydney (Intellectual Property) Rule 2002*(as varied from time to time) and agree promptly to do all things necessary to assign those rights to the University;

“Confidential Information” means:

- (a) any information, however communicated or recorded, relating to the activities of the University or its related bodies corporate to which you gain access in the course of, or in connection with your employment with the University

including all trade secrets and institutional know-how, information relating to the finances, business affairs, strategies, plans or initiatives of the University or its related bodies corporate and any other sensitive or commercially valuable information including information relating to the University's students, staff or contractors (including confidential information belonging to a third party); and

- (b) all copies, notes and records based on or incorporating the information referred to in paragraph (a),

but does not include any information that is lawfully public knowledge.

### **3) University policies**

You will be provided with a Staff Information Kit which includes information about the University's goals, values and key policies, including the University's Code of Conduct; Code of Conduct for Responsible Research Practice and policies on Corruption Prevention, Conflict of interest, Public Comment, Occupational Health and Safety, Discrimination and Harassment, Information and Communication Technology. Policies (including updates) are available at [www.usyd.edu.au/policy](http://www.usyd.edu.au/policy), and it is important that you familiarise yourself with all policies that are relevant to your role.

The policies and procedures of the University are not incorporated into your contract of employment.

### **4) Performance Management and Development Program**

The University has a Performance Management and Development (PM&D) Program for the evaluation of staff performance and the provision of staff development support. All staff members are required to participate in this Program. Your ongoing employment will be subject to you performing all of the duties of your position to a satisfactory standard.

### **5) Superannuation**

The enclosed UniSuper PDS contains a Member Application Form. UniSuper offers "Member Contribution Flexibility" and details of the options available to you are provided in the UniSuper PDS and on the UniSuper website.

It is important that you return the Member Application Form promptly (ideally with your employment offer) to ensure that your superannuation arrangements accurately reflect your wishes, for example your preferred investment option and member contributions. You should be aware that pending receipt of this form the University will deduct 7% after tax member contributions.

You should note that the default UniSuper division into which your contributions will be paid is the "Defined Benefit" (DB) Division. You have a limited period (currently 12 months) in which you can elect on a once-only basis to opt out of this Division into an

Accumulation Super (2) account. It is important that you comply with the instructions provided by UniSuper if you wish to exercise this option.

Further information is available from UniSuper at <http://www.unisuper.com.au> or by calling 1800 331 685. It is important that you give careful consideration to your superannuation arrangements. You may also wish to seek professional financial and/or taxation advice in relation to your superannuation options.

## 6) Leave

Paid leave benefits and procedures for applying for leave are specified in the University's enterprise agreements and policies. Leave benefits provided for full-time staff under the University's current enterprise agreements include:

<b>Annual leave</b>	4 weeks per year of paid service
<b>Long service leave</b>	3 months after 10 years paid service, and additional leave for service in excess of 10 years
<b>Sick leave</b>	10 days for 1 <sup>st</sup> year of employment and 50 days per year after 1 <sup>st</sup> year, subject to provision of medical certificates in accordance with relevant enterprise agreements and policies
<b>Carer's leave</b>	Up to 10 days of accrued sick leave per year or 20 days in 2 years, subject to provision of medical certificates

These benefits are available to part-time staff on a pro rata basis.

## 7) Special Studies Program – academic staff only

A Special Studies Program is available to eligible academic staff. Details of the Program, including eligibility criteria, are as set out in the University's Special Studies Program Policy and Procedures as varied from time to time.

## 8) Prior Service

Subject to certain conditions, prior continuous service with other Australian Universities may be recognised for Long Service Leave and, for eligible academic staff, Special Studies Program purposes. If you wish to apply for recognition, you are requested to notify the HR Service Centre of your relevant prior service within 6 months of your commencement.

## 9) Termination of employment

You or the University may terminate your employment by giving written notice (or if applicable, payment in lieu of notice) as specified in the *University of Sydney Academic Staff Agreement 2006-2008* (or any replacement agreement). The current Agreement provides for notice or payment in lieu of notice as set out below.



You may resign at any time (including during probation or confirmation) by giving written notice as follows:

- if you are engaged on a fixed term contract of less than 12 months duration and you resign during probation – 13 weeks notice;
- in all other cases – 26 weeks notice.

The University may terminate your employment during probation or confirmation:

- without notice on grounds of serious misconduct during probation or confirmation;
- if you are engaged on a fixed term contract of less than 12 months duration, by giving you 13 weeks written notice;
- in all other cases, by giving 26 weeks written notice .

The University may terminate your employment after completion of your probation or confirmation period by giving written notice as set out below, but only after any required procedures have been properly completed. The current procedures are outlined in the *University of Sydney Academic Staff Agreement 2006-2008*.

<b>Completed years of continuous paid service</b>	<b>Notice Period</b>
Up to 1 year	1 week
Over 1 year and up to 3 years	2 weeks*
Over 3 years and up to 5 years	3 weeks*
Over 5 years	4 weeks*

\* An additional week's notice is provided to staff who are over 45 years of age and who have at least two years continuous service with the University.

The University may direct you to not attend for duty, or to perform different duties during all or any part of any period of notice of termination. It may also substitute payment in lieu of all or any part of period of notice of termination.

If your employment is terminated for any reason, you agree:

- that the University may set off any amounts you owe the University against any amounts the University owes you at the date of termination except for amounts the University is not entitled by law to set off;
- to return all University property to the University on termination;
- to disclose to the University any password, security access codes or other information used by you in the course of your employment;
- to provide assistance reasonably requested by the University in relation to any proceedings to which the University or a related entity is a party, whether in relation to intellectual property, confidential information or any other matter.

**10) Allowances and/or Loadings**

You will receive a superannuable personal loading which will be reviewed annually.

**11) Visa Requirements**

This offer is subject to you obtaining and maintaining the appropriate visa status by the Department of Immigration and Citizenship. Formalities for entry into Australia may take some time to complete. When your written acceptance of this offer is received, the University will lodge a nomination application to sponsor you for permanent residency with the Department of Immigration and Citizenship. To assist with the lodging of this application, would you please complete the enclosed *Details Required for Immigration* form and return it, together with your acceptance, as soon as possible.

To help ensure your visa application is processed as quickly as possible, you should lodge your application for Permanent Residency with the Department of Immigration and Citizenship as soon as instructions are received from the University's Immigration and Relocation team.

**12) Relocation Expenses**

The University will reimburse reasonable travel and re-establishment expenses to a maximum of A\$30,000, subject to substantiation (e.g. by tax invoices) and University guidelines. Claims for reimbursement must be made within 12 months of commencement.

**13) Repayment of Relocation Expenses**

If your appointment ends before the second year anniversary of its commencement by reason of your resignation or termination by the University on grounds relating to your performance or conduct, you will be required to repay a proportion of the total relocation payments made to you or on your behalf in accordance with the following table:

<b>Date of termination</b>	<b>Amount repayable</b>
Within 6 months of commencement	100%
Over 6 months but less than 1 year from commencement	75%
Over 1 year but less than 18 months from commencement	50%
Over 18 months but less than 2 years from commencement	25%

**14) Establishment Allowance**

A\$200,000 will be made available to you as an Establishment Allowance for this appointment.