



**COLLABORATION DEED**

**BETWEEN**

**LA TROBE UNIVERSITY**  
(ABN 64 804 735 113)

**AND**

**AUSTRALIAN LAWYERS FOR HUMAN RIGHTS INC**  
(ABN 76 329 114 323)

## Legal Services

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## COLLABORATION DEED

**BETWEEN LA TROBE UNIVERSITY** (ABN 64 804 735 113) a body corporate constituted in accordance with the *La Trobe University Act 2009*, of Bundoora, Victoria 3086

(“the **University**”)

**AND AUSTRALIAN LAWYERS FOR HUMAN RIGHTS INC** (ABN 76 329 114 323) an incorporated association of Sydney South, NSW 1235

(“**ALHR**”)

### RECITALS

- A. ALHR is **an association which constitutes** a network of Australian lawyers active in practising and promoting awareness of international human rights standards in Australia.
- B. The University’s law school (“**LLS**”) offers an innovative, high quality legal education with a strong commitment to social justice and interdisciplinary enquiry, a global perspective, and an emphasis on hands-on experience.
- C. The parties wish to establish a mutually beneficial relationship, and ALHR has agreed to accept the University’s offer to provide the Resources upon the terms and conditions contained in this Deed.

### IT IS AGREED AS FOLLOWS:

#### 1. **Term and Application**

##### 1.1 **Term**

This Deed begins on the date it is signed by the last party (“**Commencement Date**”) and, unless terminated in accordance with its terms, continues for 12 months from that date (“**Term**”). The parties may extend the term at any time by agreement in writing.

##### 1.2. **Application of this Deed**

In this Deed:

- (a) references to the parties shall include **the successors, licensees and assigns of each of them;**
- (b) references to ‘the University’ shall include its Departments (including LLS),

officers, employees, contractors and students,  
and the University shall ensure that the LLS and all officers, employees, contractors and students comply with this Deed.

## 2. Resources

- 2.1. During the Term, the University will use reasonable endeavours to provide the resources described in this clause ~~1~~ (“**Resources**”) at the times and in the manner described in this clause ~~1~~. ~~To avoid doubt, the provision of each Resource by the University is subject to the University’s policies and the University receiving all required internal approvals for that Resource.~~
- 2.2. ~~The parties agree to consistently monitor the roll-out of the Resources outlined below to ensure a balanced and sensible approach is taken to the provision of the Resources.~~
- 2.3. As soon as practicable after the Commencement Date the University will provide at the LLS:
  - (a) office space;
  - (b) filing cabinets;
  - (c) a dedicated telephone line with answering machine to voicemail functionality;
  - (d) a computer with Windows 7, inclusive of IT support;
  - (e) access to meeting space at all of our campuses subject to availability (including the City Campus in Collins Street, Melbourne); and
  - (f) appointment of an interim academic/research co-ordinator to liaise with ALHR’s national committee (“**National Committee**”).
- 2.4. Within four months of the Commencement Date the University will, through LLS:
  - (a) provide website update and social media services, including a regular Twitter feed and blog hosting using ALHR’s website, Twitter feed and Facebook page, ~~provided however that the:~~ sSocial media services are subject to further agreement on the manner in which any publication on social media will be overseen by ALHR noting any such publication may be construed as the opinion or view of ALHR;
  - (b) provide legacy and social media monitoring for the benefit of ALHR, as well as monitoring calls for submissions, ~~ensuring to the intent~~ that the National Committee is on top of human rights issues as they emerge, so that the ALHR can respond effectively and ~~timeously in a timely manner~~ to those issues;
  - (c) develop streamlined and effective systems for ALHR liaison with legacy and social media;
  - (d) appoint one or more dedicated academic/research co-ordinator(s) to liaise with the National Committee, take instructions and ensure that Committee objectives are met;
  - (e) assist with formatting and drafting finalised documents such as submissions,

media releases, letters, agendas, minutes etc., with the instructions of nominated members of the National Committee; and

- (f) create a dedicated clinical law experience (CLE) for LLS students which will provide volunteers to ALHR who will receive academic credit for their (diverse) work for ALHR including maintenance of the ALHR social media presence, research for ALHR submissions, archival work, development of memoranda, making enquiries of governments and institutions during business hours (when it may be difficult for members of the National Committee to do so) and assistance with legal clinic management including file management.

2.5. By the beginning of 2015 the University will ensure that LLS will:

- (a) develop an enhanced CLE dedicated to the provision of human rights advocacy and legal advice. It is envisaged that an ALHR human rights clinic at LLS would work closely with other NGOs to advance common objectives, but would work at the direction of the National Committee to develop a distinctive national focus;
- (b) develop a clearinghouse and referral networks for the advancement of human rights advocacy and litigation within Australia and the region; and
- (c) advance research projects on matters of mutual interest, including a focus on grant/income generating projects and consultancy.

2.6. To avoid doubt, the provision of any physical assets by the University as part of the Resources does not transfer any rights, title or interests in those assets to ALHR.

### **3. ALHR Responsibilities**

3.1. ALHR must, as soon as practicable, make available to the University all information, documents and other particulars sufficient to enable the University to provide the Resources in accordance with this Deed.

3.2. The University will advise ALHR if it considers the items provided under clause 3.1 to be not sufficient, and ALHR must provide such further information, documents or other particulars as are reasonably required by the University.

3.3. ALHR will appoint one academic/research co-ordinator from the University to hold an ex officio position on the National Committee for liaison and governance purposes. That appointee would work in consultation with and following the instructions of the National Committee, subject to appropriate conflict of interest policies of both parties.

3.4. ALHR shall co-operate with the University at all times in relation to the provision of the Resources.

### **4. Exclusive rights and ALHR independence**

4.1. No fee is payable by ALHR to the University for the provision by the University of the Resources. However in consideration of the provision by the University of the Resources, ALHR agrees, to the exclusion of all other tertiary institutions:

- (a) that ALHR will refer to LLS as “a principal supporter” of ALHR; and
- (b) that the University will have the sole right to provide the Resources, including to host the ALHR secretariat (co-badged), and (when established) to host the ALHR clinic (co-badged).

4.2. The University acknowledges that ALHR is an independent organisation. As such:

- (a) any co-badging, while acknowledging the strong support from the University, must be designed in such a way as to clearly show that ALHR's independence is maintained; and
- (b) ALHR's independence includes the right to pursue human rights work of its choosing as directed by the National Committee, and the University will in no way attempt to edit, censor or influence ALHR's work.

## 5. Social media training

Subject to the prior agreement of the parties as to the actual costs, the parties confirm that they intend to evenly share funding of the costs of providing social media training to interested members of the National Committee and student volunteers on a ‘train the trainer’ basis, and propose that these groups of people will work together to expand and enrich the ALHR web and social media presence.

## 6. Intellectual Property

6.1. In this clause:

“**Intellectual Property**” includes all copyright and neighbouring rights, all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, ~~Confidential Information (including trade secrets and know-how)~~ and circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary, artistic or any other fields;

“**Material**” includes documents, ~~equipment, software, goods,~~ information and data ~~relating to created or arising from use of~~ the Resources and which is stored by any means;

“**Moral Rights**” means moral rights under and in accordance with the *Copyright Act 1968* (Cth), namely the rights of an author, being an individual:

- (a) to be attributed as author of his/her work;
- (b) not to have his/her work falsely attributed; and
- (c) not to have his/her work subjected to derogatory treatment.

6.2. The ownership of Intellectual Property which exists prior to the commencement of ~~the Resources~~ ~~this Deed~~ (“**Pre-existing Intellectual Property**”) shall not be altered or

transferred or assigned merely by virtue of its use for the purposes of this Deed.

- 6.3. ~~The parties agree that all rights, title and interests (including Intellectual Property Rights) arising in connection with the CLE will be owned by the University.—~~
- 6.4. Subject to clause 6.2 ~~and 6.3~~ of this Deed, the University assigns all rights, title and interests (including Intellectual Property rights) in Material ~~created or developed in the course of providing the Resources~~ (“**Project Intellectual Property**”) to ALHR.
- 6.5. ALHR grants to the University an irrevocable royalty free non-exclusive licence to use, reproduce and communicate Project Intellectual Property, in any format either now in existence or invented in the future, for the purposes of education, teaching and research.
- 6.6. In clause ~~6.36.3~~ the term “Materials” excludes any material, including but not limited to questionnaire returns, tape recordings and interview transcripts, which contains data in which persons who are respondents to questionnaires and subjects of interview are identifiable and in respect of these items the University grants to ALHR an irrevocable royalty free non-exclusive licence to use, reproduce and communicate those items, in any format either now in existence or invented in the future, for the purposes of pursuing its objects and purposes.
- 6.7. ~~ALHR shall use reasonable commercial endeavours comply with the Moral Rights of to attribute any authors of any Material. This includes without limitation:—~~
- 6.8. ~~ALHR naming all authors in the publication of any Material;—~~
- 6.9. ~~ALHR submitting a proposed publication of any Material which has been modified to and consult with the authors who shall respond within 14 days prior to the publication of the final report in any modified form; and—~~
- 6.10. ~~any of the authors of any Material having the right not to be named as an author of the publication in the event that the Material has been modified or altered in any way.—~~

[ALHR Comment to the University: due to the nature of ALHR being a volunteer based organisation with limited resources, the nature of some work which requires a fast turn around time and ALHR’s rules which require that the National Committee is the only body to issue public statements for the organisation, it is not practical for it to comply with the University’s proposed moral rights clause. In accordance with custom and practice ALHR will use reasonable commercial endeavours to attribute staff/students from the University or CLE who contribute to its submissions and other copyright materials]

- 6.8 This clause is subject to clauses 7 and 8, and shall survive the termination of this Deed.

## 7. Confidential Information and Privacy

- 7.1. In this clause 7, “**Confidential Information**” means information that is designated as confidential in writing by a party, but does not include information which:
  - (a) is or becomes public knowledge other than by breach of this Deed; or

- (b) is in the possession of a party without restriction in relation to disclosure before the date of receipt from the other party; or
  - (c) has been independently developed or acquired by a party; or
  - (d) is required by law to be disclosed.
- 7.2. Both parties agree that all Confidential Information obtained from each other in relation to this Deed will be treated as confidential by both parties and shall not be disclosed to any third party without the prior written consent of the other party.
- 7.3. Both parties agree that in carrying out the activities contemplated by this Deed they will comply with all applicable privacy legislation.

## 8. Publication

- 8.1. Nothing in this Deed shall prevent any student of the University involved in the provision of the Resources or the University from providing any thesis or paper to an examiner for assessment provided that ALHR may require the thesis or paper to be submitted to examiners in confidence where Confidential Information is involved.
- 8.2. ~~Subject to clause 8.2, a party to this Deed may not publish or disseminate any Material relating to the Resources unless:—~~
- ~~(a) the party obtains the other party's prior written consent, which consent must not be unreasonably withheld, or—~~
  - ~~(b) if the consent is reasonably withheld, 9 months has passed since the consent was first requested in relation to the Material or 9 months has passed from the termination or expiration of this Deed, whichever is the earlier.—~~
- 8.3. ~~In the event that a party does not advise the other party that it objects to the publication or dissemination of any Material within 14 days of a request it shall be deemed to have consented to the publication or dissemination.—~~

~~The University shall ensure that its students comply with the provisions of clause 8.3.~~

[ALHR Comment to the University: ALHR will either own or have a licence enabling it to use the Materials therefore it is not necessary (nor is it practical) for consent to be obtained each time it wishes to use the Materials].

- 8.4. Notwithstanding any other provision of this Deed the University shall not be required to provide to ALHR any Material, including but not limited to questionnaire returns, tape recordings and interview transcripts, which contains data in which persons who are respondents to questionnaires and subjects of interview are identifiable.

## 9. Termination

- 9.1. A party may by written notice immediately terminate this Deed if the other party is in breach of any terms of this Deed and the breach is not remedied within thirty (30)



days of a notice from the complaining party specifying the breach and requiring its remedy. The termination shall be without prejudice to any right of action or remedy, which has accrued or may have accrued to either party.

9.2. If ALHR has any winding up petition presented against it or is placed under official management, administration, provisional liquidation or a receiver or receiver and manager or other controller (as that term is defined in the Corporations Act 2001) is appointed over its undertaking or property or any part of its property or undertaking ~~or, in the case of an individual, becomes bankrupt or insolvent or enters into any arrangement or assignment with creditors,~~ the University may, by notice in writing, terminate this Deed without prejudice to any right of action or remedy which has accrued or which may accrue in favour of either party.

9.3. ~~The University may terminate this Deed at any time, by giving ALHR not less than 30 days' notice in writing.~~

## 10. Notices

10.1. All notices required to be given under this Deed shall be in writing sent to the address of the party as set out in ~~item 4 of~~ Schedule 1 or such other address as a party may designate by notice given in accordance with this clause.

10.2. Any notice may be delivered by post, ~~or~~ facsimile ~~or~~ email and shall be deemed to have been served by post three business days after posting and by facsimile ~~or~~ email on the day of transmission provided that the sender receives an "OK" or similar code in respect of the facsimile transmission ~~or in the case of email a 'read' receipt.~~

## 11. Dispute Resolution

11.1. At all times during this Deed the parties shall co-operate with each other and act in good faith to resolve any dispute or disagreement touching on or concerning this Deed or the parties' respective obligations under this Deed. ~~This clause shall survive termination of this Deed.~~

11.2. In the event of a dispute or disagreement arising between the parties which cannot be resolved then either party may at the expiration of 30 days after receipt of a notice of a dispute refer the dispute for determination by an independent expert appointed by the President or Senior Office bearer of the Victorian Chapter of the Institute of Arbitrators and Mediators, Australia. The decision of the expert shall be binding and final on the parties. The cost of the expert shall be borne by the parties equally.

## 12. Liability and Indemnity

12.1. ~~Subject to clause 12.2, the University~~ Neither party shall ~~not~~ be liable to ~~ALHR the other party~~ for any loss or damage howsoever arising whether in contract, tort or otherwise ~~other than in the case of material breach of this Deed, fraud or gross~~

~~negligence, and makes no warranty whether express or implied in relation to the provision of the Resources.~~

- 12.2. ~~The University shall not be liable and ALHR shall ensure that the University shall not be liable to any third party for any loss, damage, costs or penalties that any third party may suffer as a result of ALHR providing any Material relating to the Resources to a third party. ALHR shall indemnify and hold harmless the University from and against any loss, damage, costs or penalties that the University may sustain or incur as a result of ALHR providing any Material relating to the Resources to a third party.—~~

### 13. Insurance

Each party shall effect and maintain adequate insurance or similar coverage to cover any liability arising in connection with this ~~Agreement~~Deed.

In respect of the CLE and the activities set out in clause 2.5 the University will be responsible for securing adequate insurance in respect of University staff or students to cover any liability arising in connection with their activities.

[ALHR Comment to the University: This item will require further clarification as to which insurance policies each party expects the other to have.]

### 14. General

- 14.1. Any provisions of this ~~Agreement-Deed~~ which are held to be illegal or otherwise in conflict with any laws, statutes or regulations shall be deemed to be severed from the remainder of the ~~Agreement-Deed~~ and the validity of the remaining provisions shall not be affected.

14.2. This ~~Agreement-Deed~~ constitutes the entire agreement between the parties.

14.3. This ~~Agreement-Deed~~ may only be varied by the further written agreement of the parties.

14.4. This ~~Agreement-Deed~~ shall be construed and governed in accordance with the laws of Victoria and the parties submit to the exclusive jurisdiction of the courts of Victoria.

14.5. ~~This~~ ~~Agreement-Deed~~ does not set up or create any employer-employee relationship or a partnership of any kind. Each party is individually responsible only for its obligations as set out in this ~~Agreement-Deed~~ and the parties agree that their relationship is one of independent contractors. Neither party is authorised or empowered to act as agent for the other for any purpose and neither party shall on behalf of any other enter into any contract give any warranty or make any representation as to any matter. Neither party will be bound by the acts or conduct of the other.

14.6. Neither party to this ~~Agreement-Deed~~ shall assign or purport to assign any right under this Agreement without the prior written consent of the other party. ~~. Any assignment of this Deed shall not relieve assignor of its confidentiality obligations under this Deed.~~

14.7. All references in this **Agreement-Deed** to any statutory enactment or law shall mean and be construed as references to that enactment or law as amended or modified or re-enacted from time to time and to the corresponding provisions.

#### Schedule 1 – Contact Details

Party	Contact name or title and Street Address	Facsimile Number/ Email address
University	The Dean of the Law School	
	[address]	
ALHR	The President	
	[address]	

**EXECUTED AS A DEED BY THE PARTIES ON**

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**SIGNED** for and on behalf of  
**LA TROBE UNIVERSITY**

by the Deputy Vice-Chancellor (Research) .....

in the presence of

.....  
Witness

**SIGNED** for and on behalf of  
**AUSTRALIAN LAWYERS FOR  
HUMAN RIGHTS INC**

by an authorised signatory .....

in the presence of

.....  
Witness