

## ***Supporter Agreement***

### **Parties**

**The Australian Human Rights Commission (Commission)**

ABN: 47 996 232 602

**Australian Council for Human Rights Education (Supporter)**

ABN: 61 424 259 933

### **A. Background**

- A.1** The Supporter agrees to enter into this Agreement with the Commission to support the Commission's 'RACISM. IT STOPS WITH ME.' Campaign (**Campaign**).
- A.2** The purpose of the Campaign is to:
- (a) Ensure more Australians recognise that racism is unacceptable in our community.
  - (b) Give more Australians, at an individual and organisational level, the tools and resources to take practical action against racism.
  - (c) Empower individuals and organisations to prevent and respond effectively to racism where it may happen.
- A.3** Nothing in this Agreement is intended to, or should be understood as, having any impact on the independence of the Commission in the exercise of its functions.
- A.4** The Supporter acknowledges that by entering into this Agreement, the Commission is not endorsing any product or service of the Supporter and neither party should imply such endorsement.

## **Statement of Agreement**

### **1. Term**

This Agreement comes into effect when it is signed by the second party to do so. The term of this Agreement is until 30 June 2015 unless terminated or otherwise agreed by the Commission and the Supporter.

### **2. Supporter Obligations**

The Supporter agrees to:

- (a) be publicly identified by the Commission as a supporter of the Campaign.
- (b) support and promote the Campaign by:
  - (i) endorsing the Campaign, for example, by prominently featuring the Campaign logo, as set out in Annexure 1, on the Supporter's website.
  - (ii) promoting the Campaign through the Supporter's communication channels, and distributing information and material relating to the Campaign via the Supporter's networks, programs and facilities.
  - (iii) distributing information and material relating to the Campaign through social media, including the Supporter's Facebook page and Twitter account.

- (c) use the Campaign logo in such promotion, and agrees to follow all directions from the Commission on using the logo in a format that conforms with the Commission's branding guidelines.
- (d) ensure that the Campaign logo is used, copied, supplied or reproduced only for the purposes of promoting the Campaign and in accordance with this Agreement.
- (e) exercise all reasonable care and diligence to protect the Commission's reputation.
- (f) immediately retract, amend, delete or destroy any use of the Campaign logo upon receiving a notice by the Commission requiring it to do so.

The Supporter may provide the Commission with the Supporter's logo in Vector format (.eps or .ai), in any size or resolution. Alternatively, the Supporter may provide the Commission with the Supporter's logo in .tiff or .jpeg image formats at 300 dpi and a minimum 3 centimetres or 400 px width/height area.

The Supporter permits the Commission to use the Supporter's logo on promotional materials for the Campaign, including media releases, e-bulletins, web pages and social media sites, including the Commissions Facebook page relating to the Campaign.

To avoid doubt, the Commission grants the Supporter the right to exercise intellectual property rights in the Campaign logo only and the Supporter has no right, interest or licence to use the Commission's logo for any purpose.

### **3. Commission Obligations**

The Commission agrees to:

- (a) acknowledge and promote the Supporter on the Campaign website.
- (b) acknowledge and promote any events and activities undertaken by the Supporter to take a stance against racism during the period of this Agreement.
- (c) exercise all reasonable care and diligence to protect the Supporter's reputation.
- (d) ensure that the Supporter's logo, as set out in Annexure 2, is used, copied, supplied or reproduced only for the purposes of promoting the Campaign and in accordance with this Agreement.

### **4. Conflict of Interest**

The Supporter warrants that no conflicts of interest exists, or is anticipated, relevant to the performance of the Supporter obligations under this Agreement. If a conflict of that kind arises, the Supporter must notify the Commission immediately. The Commission may decide in its absolute discretion — without limiting its other rights under this Agreement — that the Supporter may continue to perform the Supporter obligations under this Agreement.

### **5. Intellectual Property**

The Commission retains ownership of intellectual property rights in the Campaign logo. The Commission grants a fee free, fixed term, worldwide licence to the Supporter to use the Campaign logo in accordance with the terms of this Agreement and for the purposes of the Campaign only. The Commission grants the Supporter the right to sub-license the use of the Campaign logo to its contractors and personnel as required to fulfil the Supporter's obligations under this Agreement and for the purposes of the Campaign.

The Supporter retains ownership of the intellectual property rights in the Supporter's logo. The Supporter grants a fee free, fixed term, worldwide licence to the Commission to use the Supporter logo in accordance with the terms of this Agreement and for the purposes of the Campaign only.

The Supporter warrants to the Commission that it is the registered trade mark owner of the Supporter logo and that it has all rights, powers and licences to deal with the intellectual property rights in the Supporter logo in accordance with the terms of this Agreement. The Supporter will indemnify the Commission against any third party claim arising from the Commission's use of the Supporter's logo.

## **6. Governing Law and Jurisdiction**

This Agreement is governed by the laws of New South Wales, Australia and each of the parties submits to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

## **7. Variation**

No agreement or understanding varying or extending this Agreement, including in particular the Supporter obligations and the Commission obligations, is legally binding upon either party unless in writing and signed by both parties.

## **8. Dispute Resolution**

For any dispute arising under this Agreement:

- (e) both Agreement Managers will try to settle the dispute by direct negotiation;
- (f) if unresolved, the Agreement Manager claiming that there is a dispute will give the other Agreement Manager a notice setting out the details of the dispute;
- (g) within five business days, each Agreement Manager will nominate a senior representative, not having prior direct involvement in the dispute;
- (h) the senior representatives will try to settle the dispute by direct negotiation; and
- (i) failing settlement within a further 10 business days, either the Commission or the Supporter may commence legal proceedings.

The Commission and the Supporter will each bear its own costs for dispute resolution.

Despite the existence of a dispute, each party will (unless requested in writing by the other party not to do so) continue its performance under this Agreement.

The procedure for dispute resolution does not apply to action relating to termination or to legal proceedings for urgent interlocutory relief.

## **9. Termination**

Either party may terminate this Agreement in whole or in part if:

- (a) a party receives notice from a third party that the other party does not have the right to grant the intellectual property licence set out in clause 5;
- (b) the other party breaches this Agreement and the breach is not capable of remedy; or
- (c) the other party does not remedy a breach of this Agreement which is capable of remedy within the period specified by the first party in a notice of default issued to the other party.

## **10. Termination by the Commission**

In addition to its right to terminate this Agreement under clause 9 above, the Commission may terminate this Agreement in whole or in part if the Supporter is, or becomes, directly involved in any act or practice which:

- (d) conflicts with the functions of the Commission; or
- (e) constitutes a breach of Commonwealth, State or Territory human rights, equal opportunity or anti-discrimination legislation.

**11. Agreement Managers and Addresses for Notices and invoices**

**The Commission's Agreement Manager:**

Name/position title: The person occupying the position of Principal Adviser, Race Discrimination, currently Rivkah Nissim

Postal Address: Level 3, 175 Pitt Street, Sydney

Telephone: +61 2 9284 9759

Mobile: +61 407 974 934

Email Address: [rivkah.nissim@humanrights.gov.au](mailto:rivkah.nissim@humanrights.gov.au)

**The Supporter's Agreement Manager:**

Name/position title: The person occupying the position of President, Australian Council for Human Rights Education, currently Dr Sev Ozdowski.

Postal Address: PO Box A959 Sydney South 1235

Telephone: +61 413 474744

Email Address: [sevozdo@gmail.com](mailto:sevozdo@gmail.com); [ACHRE@live.com.au](mailto:ACHRE@live.com.au)

Both Agreement Managers will be responsible for the general liaison and accepting and issuing any written notices under the Agreement.

**Signing Page**

**EXECUTED** as an Agreement

**Signed** for and on behalf of the  
**Commonwealth of Australia** as  
represented by the **Australian Human  
Rights Commission ABN 47 996 232  
602** by its duly authorised delegate in  
the presence of

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness (*print*)



\_\_\_\_\_  
Signature of delegate

PADMA RAMAN

\_\_\_\_\_  
Name of delegate (*print*)

Executive Director

\_\_\_\_\_  
Position of delegate (*print*)

\_\_\_\_\_  
ON: [*insert date*]

Signed for and on behalf of the  
**AUSTRALIAN COUNCIL FRO HUMAN  
RIGHTS EDUCATION ABN 61 424 259  
933** by its duly authorised delegate in  
the presence of



\_\_\_\_\_  
Signature of witness

Ms Debbie Mey

\_\_\_\_\_  
Name of witness (*print*)



\_\_\_\_\_  
Signature of authorised delegate

Dr Sev Ozdowski OAM

\_\_\_\_\_  
Name of authorised delegate (*print*)

President, ACHRE

\_\_\_\_\_  
Position of authorised delegate (*print*)

25 September 2013

\_\_\_\_\_  
ON: [*insert date*]



## Annex 1 – Commission logo

The Campaign logo is in the following form:



## Annex 2 – Supporter logo

The Supporter logo is in the following form: {insert Supporter logo}

