

15<sup>th</sup> ~~May~~ 8 August 2013

[REDACTED]

Dear [REDACTED]

## Engagement of Speaker

### 1. Agreement

This letter and the attached schedule form the agreement between you and The University of Melbourne (**us**) in relation to The University of Melbourne Veterinary Hospital Nursing Conference - Critical Care Nutrition: Who, What, Why and How to Feed Your Hospital Patients (**Presentation**). The capitalised terms used in this letter have the meaning given to them in the attached schedule.

By signing and returning a copy of this letter, and in consideration of our obligations in paragraph 3, you agree to deliver the Presentation at the Venue on the Presentation Date, in accordance with the terms of this agreement.

### 2. Your obligations

- (a) In delivering the Presentation you must:
  - (i) comply with:
    - (A) all applicable laws;
    - (B) any occupational health and safety requirements related to the Venue (as notified from time to time); and
    - (C) our reasonable directions (as notified from time to time); and
  - (ii) act professionally, ethically and responsibly at all times.
- (b) If requested by us, you must provide a copy of the Presentation Materials to us within a reasonable time before the Presentation Date.
- (c) You must obtain the Insurance before the Presentation Date and maintain that Insurance for [0] years after the Presentation Date. [REDACTED]

Comment [CA1]: Delete as no insurance applicable

(d) You must notify us as soon as you become aware (whether before or after the Withdrawal Date) if:

- (i) you will be unable to deliver the Presentation in accordance with this agreement; or
- (ii) a conflict of interest arises in connection with the Presentation.

(e) You must not subcontract or delegate the delivery of the Presentation to anyone else without our prior written consent, which will not be unreasonably withheld.

**Comment [CA2]:** In the unlikely event that you aren't able to attend [REDACTED] we need some assurance from UniMelb that you will be able to substitute an appropriate speaker for the event.

### 3. Our obligations

We will:

- (a) provide the Assistance to you;
- (b) on the Presentation Date, procure your access to the Venue and make the Facilities available to you; and
- (c) subject to your compliance with paragraphs 2 and 4(b), pay the Fees and Expenses to you in accordance with the Payment Terms.

### 4. The Presentation and Presentation Materials

- (a) As between you and us, you retain all rights (including intellectual property rights) in the Presentation and Presentation Materials, subject to the licence in paragraph 4(c).
- (b) You warrant that:
  - (i) you have all necessary rights (including intellectual property rights) to deliver the Presentation and grant us the rights in the Presentation Materials, in accordance with this agreement; and
  - (ii) the delivery of the Presentation and use of the Presentation Materials as contemplated by this agreement will not contain defamatory or illegal material, or infringe the rights (including intellectual property rights) of any person.
- (c) You grant us a non-exclusive, perpetual, irrevocable and royalty-free licence to:
  - (i) record the Presentation (in any format);
  - (ii) use, reproduce and communicate the Presentation Materials (in any way) for our internal teaching and research purposes ; and
  - (iii) reproduce and disseminate the Presentation Materials to the Presentation audience.

(d) While we endeavour to give effect to any moral rights (as conferred under the Copyright Act 1968 (Cth)) that you may have in the Presentation Materials, to the extent that you do have such rights, you consent to us doing any act in relation to the Presentation Materials that is permitted by this agreement, even if that act would, apart from this paragraph, infringe your moral rights in the Presentation Materials.

## 5. Ending this agreement

- (a) We can end this agreement by written notice to you:
- (i) immediately, if you do not comply with paragraphs 2 and 4(b); or
  - (ii) at any time before the Withdrawal Date, for convenience.
- (b) Subject to paragraph 5(c), if we end this agreement (for any reason) we are not liable to pay ~~any Fee or Expenses the Fee or the Expenses set out in item 9 of the schedule~~ to you.
- (c) ~~If we end this agreement for convenience, we agree to reimburse you for those Expenses set out in item 9 of the schedule incurred by you before the date of our notice.~~
- (d) You may end this agreement by written notice to us before the Withdrawal Date. ~~If you end this agreement, we are not liable to pay the Fee or the Expenses set out in item 9 of the schedule to you.~~

**Comment [CA3]:** Delete clause because there are no relevant expenses.

**Comment [CA4]:** Delete sentence as we would a) consider this to be a highly unlikely eventuality and b) there are no relevant expenses nor is it clear what proportion of the Fee relates to this Agreement.

## 6. Failure to deliver Presentation

Unless you have notified us before the Withdrawal Date that you will not deliver the Presentation, if you do not deliver the Presentation in accordance with this agreement you agree to reimburse us for all direct and indirect costs and expenses suffered or incurred by us in connection with your failure to deliver the Presentation in accordance with this agreement.

## 7. GST

- 7.1 Words or expressions used in this paragraph 7 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this paragraph.
- 7.2 Any consideration payable or to be provided for a supply made under or in connection with this agreement, unless specifically described in this agreement as 'GST inclusive', does not include any amount on account of GST. If GST is payable on any supply made under or in connection with this agreement (not being a supply the consideration for which is specifically described in this agreement as 'GST inclusive'), the recipient of the supply must pay to the supplier, an additional amount



equal to the GST payable on the supply provided that the supplier gives the recipient a tax invoice for the supply.

- 7.3 If a payment to a party under this agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party, or the representative member of the GST group that party is a member of (as the case may be), is entitled for that loss, cost or expense.

Comment [CA5]: Delete as there are no relevant payments or expenses

**8. General**

- 8.1 This agreement is governed by the laws of Victoria, Australia, and you and we irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Victoria, Australia.
- 8.2 Any modification to or variation of this agreement must be in writing and signed by you and us.
- 8.3 A waiver of any provision of or right under this agreement must be in writing signed by the party entitled to the benefit of that provision or right and is effective only to the extent set out in any written waiver.
- 8.4 You and we must use reasonable efforts to do all things necessary or desirable to give full effect to this agreement.

Yours faithfully  
**UNIVERSITY OF MELBOURNE**

  
*The University of Melbourne Veterinary Hospital*

Signed by 

\_\_\_\_\_  
Signature of speaker

\_\_\_\_\_  
Name of speaker (print)

\_\_\_\_\_  
Date

## Schedule – Engagement details

Item	Description	Details
1.	Speaker	[REDACTED]
2.	Presentation	The University of Melbourne Veterinary Hospital Nursing Conference - Critical Care Nutrition: Who, What, Why and How to Feed Your Hospital Patients.
3.	Venue	The University of Melbourne Faculty of Veterinary Science - 250 Princes Highway, Werribee VIC 3030.
4.	Presentation Date	Saturday 23 <sup>rd</sup> November 2013, 4.30pm-5.30pm
5.	Presentation Facilities	The University of Melbourne Faculty of Veterinary Science Lecture Theatre.
6.	Assistance	The University will review and comment on the Presentation materials by 20 <sup>th</sup> September 2013, provided the presentation notes have been received by 26 <sup>th</sup> August 2013.
7.	Fee	Included as part of the Sponsorship package
8.	Expenses	No additional expenses apply under this Agreement. Any other expenses not set out in this item are the responsibility of the speaker and are specifically excluded from this agreement.
9.	Payment Terms	No payment terms applicable as expenses are not payable under this Agreement.
10.	Presentation Materials	All materials provided or made available by you for the Presentation (including slides, handouts, notes, summaries, fact sheets and your biographical information), and any video or audio recording of the Presentation made by or for us.
11.	Withdrawal Date	19 <sup>th</sup> July 2013.
12.	Insurance	Insurance is not applicable for this agreement.

Comment [CA6]: Delete row.

Comment [CA7]: Delete row