

**MEMORANDUM OF  
UNDERSTANDING**

MEMORANDUM OF UNDERSTANDING IN RELATION TO THE ORGANISATION  
AND DELIVERY OF A *CONFERENCE ON YOUTH JUSTICE*

**AUSTRALIAN INSTITUTE OF CRIMINOLOGY**  
ABN 63 257 175 248

and

**AUSTRALASIAN JUVENILE JUSTICE ADMINISTRATORS**  
(ACT Community Service Directorate ABN 26471407289)

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## MEMORANDUM OF UNDERSTANDING

### MEMORANDUM OF UNDERSTANDING IN RELATION TO THE ORGANISATION AND DELIVERY OF A *CONFERENCE ON YOUTH JUSTICE*

#### Date

This MOU is dated July 12 2012

#### Parties

This MOU is made between and binds the following parties:

1. **Australian Institute of Criminology** a body corporate established by the *Criminology Research Act 1971* ABN 63 257 175 248 (the **AIC**)
2. **Australasian Juvenile Justice Administrators**

#### Context

This MOU relates to the organisation and delivery of a *conference on Youth justice* planned for May 2013 and is made in the following context:

- A. The AIC and AJJA will together organise the conduct of a *conference on Youth justice* planned for May 2012 (the **Event**).
- B. The AJJA will provide \$20,000 in seed funding to be used in up-front costs to be refunded if the conference breaks even or makes a profit
- C. The Event will be conducted on a cost recovery basis.
- D. AIC agrees to accept the Funding from the AJJA for the purposes, and subject to the terms and conditions, set out in this MOU.

#### Effect of this MOU

- 1.1.1. The Parties agree that this MOU is not intended to create legal obligations between them, and that its purpose is to set out their understanding of the arrangements to govern the basis on which Funds will be provided for the conduct of the Event.
- 1.1.2. The Parties will act and cooperate in good faith in accordance with the terms of this MOU.

#### 2. Interpretation

##### 2.1. Definitions

- 2.1.1. Unless the contrary intention appears a term in bold type has the meaning shown opposite it:

<b>AIC</b>	means the Australian Institute of Criminology;
<b>AJJA</b>	means the Australasian Juvenile Justice Administrators, represented by the Chair of the AJJA, Dr Mark Collis,

ACT Government

<b>Auditor-General</b>	means the office established under the <i>Auditor-General Act 1997</i> and includes any other entity that may, from time to time, perform the functions of that office;
<b>Business Day</b>	in relation to the doing of any action in a place, means any day other than a Saturday, Sunday or public holiday in that place;
<b>Commencement Date</b>	means the Date of this MOU;
<b>Completion Date</b>	means the date specified in Item A [Term] of the Schedule and if there is no date recorded means one day after the AIC has performed all its obligations under this MOU;
<b>Confidential Information</b>	<p>means information that:</p> <ul style="list-style-type: none"><li>a. is by its nature confidential;</li><li>b. is designated by a Party as confidential; or</li><li>c. the recipient knows or ought to know is confidential</li></ul> <p>but does not include information which:</p> <ul style="list-style-type: none"><li>d. is or becomes public knowledge other than by breach of this MOU;</li><li>e. is in the possession of the recipient, without restriction about disclosure, before the date of receipt from the discloser;</li><li>f. is required by law to be disclosed; or</li><li>g. the AIC, AJJA, a responsible Minister, or an officer or official of the AIC or AJJA is required to disclose to meet accountability requirements;</li></ul> <p>and the burden of establishing any of the exceptions referred to in subparagraphs d to g above is on the Party relying on the exception;</p>
<b>Date of this MOU</b>	means the date written on this MOU by the AIC when signed for and on behalf of the AIC and if there is no date recorded, then the date on which the MOU is signed for and on behalf of the AIC;
<b>Event</b>	means the <i>Youth justice conference</i> planned for May 2013
<b>Event Steering Committee</b>	means the body established to oversee the planning and organisation of the Event as specified in paragraph 8.1 [Event Steering Committee] of this MOU;

<b>Existing Material</b>	<p>means all Material in existence prior to the Commencement Date or Material that is subsequently brought into existence other than as a result of the performance of this MOU that is:</p> <ul style="list-style-type: none"> <li>a. incorporated in;</li> <li>b. supplied with, or as part of; or</li> <li>c. required to be supplied with, or as part of;</li> </ul> <p>MOU Material;</p>
<b>Funding or Funds</b>	<p>means the amount or amounts (in cash or kind) payable by the AJJA to the AIC, under this MOU as specified in Item B [Funding and Payment] of the Schedule;</p>
<b>GST</b>	<p>has the meaning that it has in the <i>A New Tax System (Goods and Services Tax) Act 1999 (Cth)</i>;</p>
<b>Intellectual Property</b>	<p>includes:</p> <ul style="list-style-type: none"> <li>d. all copyright (including rights in relation to phonograms and broadcasts);</li> <li>e. all rights in relation to inventions, plant varieties, trademarks (including service marks), designs, circuit layouts; and</li> <li>f. all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;</li> <li>g. moral rights;</li> </ul> <p>but does not include:</p> <ul style="list-style-type: none"> <li>h. rights in relation to Confidential Information;</li> </ul>
<b>Material</b>	<p>includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of the same;</p>
<b>MOU</b>	<p>means this memorandum of understanding including any Schedules and any Annexures;</p>
<b>MOU Managers</b>	<p>A Party's MOU Manager is the person identified as such in Item C [MOU Managers] of the Schedule, or such other person (or person in such other position) as that Party otherwise notifies the other Party from time to time.</p>
<b>MOU Material</b>	<p>means any material:</p> <ul style="list-style-type: none"> <li>a. created for the purpose of this MOU;</li> <li>b. provided or required to be provided to either party under the MOU; or</li> <li>c. derived at any time from the material referred to in</li> </ul>

paragraphs a. or b.;

<b>Party</b>	means a party to this MOU and 'Parties' has the plural meaning as the context indicates;
<b>Personal Information</b>	has the same meaning as defined in the <i>Privacy Act 1988</i> ;
<b>Personnel</b>	means a Party's officers, employees, agents, subcontractors, contractor staff or professional advisers engaged in, or in relation to, the performance or management of this MOU;
<b>Privacy Commissioner</b>	means the Office of the Privacy Commissioner established under the <i>Privacy Act 1988</i> and includes any other entity that may, from time to time, perform the functions of that Office;
<b>Senior Manager</b>	means a person for the time being holding, occupying or performing the duties of a senior manager (or equivalent) in the AIC, and AJJA responsible for this MOU;
<b>Tax Invoice</b>	has the meaning given in section 195-1 of the <i>A New Tax System (Goods and Services Tax) Act 1999</i> ; and

### **3. Term and Termination of the MOU**

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#### **3.1. Term**

- 3.1.1. This MOU commences on Commencement Date and unless terminated earlier, it ends on the Completion Date.

#### **3.2. Termination**

- 3.2.1. The AIC and AJJA shall be entitled to immediately terminate this MOU if the Event is cancelled.
- 3.2.2. If the MOU is terminated under clause 3.2.1, the AJJA shall upon request, be entitled to the repayment of a fair and reasonable proportion (having regard to value received) of the Funding paid.

### **4. Operative Provisions**

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#### **4.1. Conduct of the Event**

- 4.1.1. The AIC will, in relation to the Event:
- comply with the reasonable directions, milestones and requirements of the Event Steering Committee for the organisation and delivery of the Event;
  - prepare and give to the Event Steering Committee reports (if any) as directed by the Event Steering Committee;

- c. prepare and give to the AJJA's MOU Managers the acquittal report specified in paragraph 7.3 [Acquittal Reporting by AIC];
- d. comply with the time frame for the Event specified by the Event Steering Committee;
- e. cover all insurance requirements for the event;
- f. if required, submit invoices, and any required supporting documents, in the manner specified in paragraph 5 [Funding and Payment Provisions] of this MOU;
- g. manage the following:
  - i. conference budget
  - ii. flights and accommodation for keynote speakers and facilitators, excluding concurrent presenters and presenters from the two parties
  - iii. sponsors
  - iv. on-line and hard-copy registration and registration processes including liaison
  - v. marketing, including strategy, advertising, logo and graphic design, production of publications such as program, resource material, online site, e-bulletins
  - vi. conference events, catering, functions, A/V, satchels and promotional material
  - vii. media
- h. conduct the Event:
  - i. diligently;
  - ii. effectively;
  - iii. to a high professional standard; and
  - iv. in accordance with this MOU and the requirements set by the Events Steering Committee.
- i. comply with all relevant statutes, regulations and by-laws, and the requirements of any Commonwealth, State, Territory, or local authority; and
- j. obtain all relevant consents, clearances or permissions for the purposes of conducting the Event.

## **5. Funding and Payment Provisions**

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### **5.1. Funding**

- 5.1.1. The AIC will seek seeding funds from the AJJA to assist in the upfront cash requirements for managing event bookings and deposits. The AJJA will pay

their seeding funds for the Event to the AIC at the times and in the manner specified in Item B [Funding and Payment] of Schedule 1.

- 5.1.2. The seeding funds will be reimbursed in full by the AIC at the completion of the conference, prior to the distribution of any profits, provided that the conference has achieved a surplus funding position.
- 5.1.3. Funding will also include funds received through registrations and sponsorships or other agreed chargeable services provided in connection with this conference.
- 5.1.4. Funding will cover the AIC's costs for the administration of the event including any travel and accommodation costs incurred by AIC staff in this administration and all other costs deemed to be conference costs in accordance with Schedule 1 Item C.
- 5.1.5. Funding will also cover five (5) complimentary registrations for each party to cover members of their organisation who are contributing to the Symposium.
- 5.1.6. The funding does not cover each parties in-kind support for the event including time and costs associated with the Event Steering Committee, speakers and other costs incurred in relation to the conference with the exception of those identified in clauses 5.1.4 and 5.1.5.
- 5.1.7. Should the conference not achieve a surplus funding position, the AIC may use the seeding funds provided by the AJJA to offset each parties' portion of the net expenses.

## **5.2. Payment**

- 5.2.1. Where an amount becomes payable under this MOU, that payment is to be made within 30 days of receipt of a correctly rendered invoice. However, a Party need not pay an amount disputed by it in good faith until the dispute is resolved.

## **5.3. Invoicing Requirements**

- 5.3.1. Where required to produce an invoice, the AIC will provide to the AJJA a correctly rendered Tax Invoice and include the following information:
  - a. the words "tax invoice" stated prominently;
  - b. AIC's name and ABN;
  - c. The name and address of the Parties;
  - d. the date of issue of the tax invoice;
  - e. identifies the Event to which the invoice relates;
  - f. details of Funding for the Event and the activities to which they relate;
  - g. the total amount payable (including GST); and
  - h. the GST amount shown separately (if any).



5.3.2. Invoices are to be addressed to the MOU Managers of the AJJA .

## **6. Taxes, duties and government charges**

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6.1.1. Unless otherwise indicated, the AIC agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this MOU.

6.1.2. Unless otherwise indicated, any consideration for a supply made under this MOU is exclusive of any GST imposed on the supply.

6.1.3. If one Party (the supplier) makes a taxable supply to the other Party (the recipient) under this MOU, on receipt of a tax invoice from the supplier, the recipient will pay without setoff an additional amount to the supplier equal to the GST imposed on the supply in question.

6.1.4. No Party may claim or retain from the other Party any amount in relation to a supply made under this MOU for which the first Party can obtain an input tax credit or decreasing adjustment.

## **7. Management of Funds**

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### **7.1. Use of Funding**

7.1.1. The AIC agrees to use the seed Funding provided and Funding received through registrations and sponsorships solely for the organisation and conduct of the Event in accordance with this MOU.

7.1.2. The AIC agrees to do all things necessary to ensure that all payments from the Funding that AIC makes to third parties (including subcontractors) are correctly made and properly authorised and that AIC maintains proper and diligent control over the incurring of all liabilities.

### **7.2. Accounts and Records**

7.2.1 Where payments are to be made under this MOU, each Party will:

- a. keep proper and detailed accounts and records in relation to the relevant activities, services or materials provided, and costs incurred, by it under this MOU,
- b. maintain those accounts and records for a minimum period of seven years following expiry or termination of this MOU, and
- c. provide the other with sufficient access to its financial management information to enable the other to monitor expenditure, resolve queries, complete internal audit processes, and comply with regulatory requirements and procedures (such as those imposed by the *Financial Management and Accountability Act 1997*, and the *Commonwealth Authorities and Companies Act 1997*), including those of the Auditor-General.

### **7.3. Acquittal Reporting by AIC**

- 7.3.1. As soon as practicable after the completion of the Event, or earlier termination, the AIC is to provide to the AJJA an acquittal report that is to include, but need not be limited to, the following information:
- a. a statement of the total funding received as revenue generated by the AIC from conference attendees and sponsors;
  - b. a statement of the total costs of the Event and the amount spent; and
  - c. a brief report on the conduct, benefits and outcomes of the Event and whether the objectives of the Event were achieved, and if not, an explanation of why any objective was not met.

### **7.4. Share of Surplus Funds**

- 7.4.1. If at the completion of the Event or this MOU, the AIC has surplus Funds (which do not include those Funds legally committed for expenditure in accordance with this MOU and which fall for payment thereafter), the AIC will pay the Funds to the AJJA in full within one month as per clause 7.4.2.
- 7.4.2. If the Event achieves a surplus funding position once all expenditure has been accounted for, the surplus funding will be shared by both parties with AIC as conference managers receiving 70 per cent and the AJJA 30 percent of the surplus.

## **8. Administration of this MOU**

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### **8.1. Event Steering Committee**

- 8.1.1. The Event Steering Committee, chaired by the Director of the AIC (or his delegate), together with the Chair of the AJJA (or his delegate) will oversee the planning and organisation of the Event, oversee the scientific program committee in its program planning and development, and monitor and evaluate the operation and progress of this MOU. All work undertaken by this committee is considered to be in-kind support.
- 8.1.2. A Scientific Program committee, chaired by the Director of the AIC (or his delegate), and including nominated representatives from the AJJA will advise the Steering Committee on the program.
- 8.1.3. The Event Steering Committee shall consist of the following position as identified in Schedule 1 Item D:
- a. representatives of the AJJA and the AIC (the number to be agreed between the Parties at the first Event Steering Committee meeting).
- 8.1.4. The functions of the Event Steering Committee are:
- a. to oversee the organisation of the Event;
  - b. to determine the details of the Event program;

- c. to determine the nature and level of engagement with stakeholders in the public and private sector;
  - d. to manage the financial arrangements for the Event including the allocation of funding and the methods of cost recovery;
  - e. to discuss and decide any issues associated with the conduct of the Event and issues associated with administering this MOU; and
  - f. to determine milestone and reporting obligations to the Steering Committee to be met by the AIC.
- 8.1.5. All decisions of the Event Steering Committee shall be made by consensus. When consensus cannot be reached, the Event Steering Committee Co-Chairs (or their nominees) have the deliberative casting votes.

## **8.2. MOU Managers**

- 8.2.1. The Parties' MOU Managers are to:
- a. monitor and oversee the day to day operation and progress of this MOU;
  - b. facilitate compliance with the requirements set by the Steering Committee for the organisation and delivery of the Event;
  - c. liaise with each other and provide information to the other Parties' MOU Manager as reasonably notified by the first Parties' MOU Manager;
  - d. have authority to receive and sign notices and written communications under this MOU.

## **9. Intellectual Property**

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- 9.1.1. As between the Parties, the Intellectual Property in Material brought into existence by or on behalf of the Parties in connection with this MOU will be owned by the AIC.
- 9.1.2. Paragraph 9.1.1 does not affect the position between the AIC and a third party.
- 9.1.3. Paragraph 9.1.1 does not affect the ownership of Intellectual Property in any Existing Material on the date this MOU is made.
- 9.1.4. The AIC grants to (or will procure for) the AJJA a permanent, irrevocable, royalty-free, worldwide, non-exclusive licence (including a right of sublicense) to use, reproduce, communicate, adapt and exploit Intellectual Property rights in the MOU Material for its legitimate purposes.

## **10. Protection of Personal Information**

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- 10.1.1. Each Party must comply with all laws that govern its use and release of information under the *Privacy Act 1988*.
- 10.1.2. If a Party receives a complaint alleging an interference with the privacy of an individual by the other Party:

- a. the Party receiving that complaint will immediately notify the other of the nature of that complaint and such details of that complaint as are necessary to minimise any (or further) interference, and
  - b. each Party is to keep the other informed as to the progress of that complaint as it relates to the other's actions in connection with that allegation of interference.
- 10.1.3. If the Privacy Commissioner directs a Party to take particular action concerning the handling of personal information, the other Party will cooperate with any reasonable request or direction that may result.

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## **11. Confidentiality**

- 11.1.1. Subject to the exceptions below, a Party may only disclose Confidential Information of the other Party to a third party with the prior written approval of the other Party (and provided it complies with its obligations under clause 10 of this MOU and any terms and conditions imposed as part of that approval by that other Party).
- 11.1.2. A Party need not seek approval to disclose Confidential Information of the other Party if such disclosure is:
  - a. made to either Party's responsible Minister or in response to requests for information from Parliamentary committees or inquiries, or
  - b. authorised or required by applicable government direction, policy or law.

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## **12. Variation of MOU**

- 12.1.1. If the AJJA and the AIC decide to vary this MOU they will negotiate any variation in good faith.
- 12.1.2. Any variation to this MOU will be in writing and signed by the two Parties.

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## **13. Dispute Resolution**

- 13.1.1. The Parties agree that a dispute arising under this MOU will be dealt with as follows:
  - a. the Party claiming that there is a dispute will give the other Party's MOU Manager and the Chairperson of the Event Steering Committee a notice, in writing, setting out the nature of the dispute;
  - b. the Party receiving the notice of dispute will acknowledge their receipt of this notice within 5 Business Days from the date that it is received from the other Party;
  - c. the relevant Senior Managers of the AJJA and the AIC will try to settle the dispute by direct negotiation between them;
  - d. if a resolution is not reached within 15 Business Days, the dispute shall be brought to the attention of the Director of AIC and the Chair of the AJJA for resolution.

- 13.1.2. Each Party will bear its own costs of complying with this paragraph 13.1.1.
- 13.1.3. Notwithstanding the existence of a dispute, each Party will continue to comply with this MOU.

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**14. Acknowledgment and Publications**

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- 14.1.1. In all publications, promotional material, activities and other materials in connection with the Event, the AIC will acknowledge the AJJA as a partner to the event. The AJJA will approve the form of the acknowledgement prior to its use.

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**15. Notices**

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- 15.1.1. Any notice, request, or other communications to be given or served under this MOU will be in writing and dealt with as follows:
- a. if given by AIC to the AJJA - signed by the AIC's nominated MOU Manager, addressed and forwarded to the AJJA's MOU Manager at the address indicated in Item C [MOU Managers] of the Schedule or as otherwise notified in writing by the AJJA; or
  - b. if given by the AJJA to the AIC - signed by the AJJA's nominated MOU Manager, and forwarded to the AIC's MOU Manager, at the address indicated in Item C [MOU Managers] of the Schedule or as otherwise notified in writing by the AIC.
- 15.1.2. Any such notice, request, or other communication will be delivered by hand or sent by prepaid security post or electronically to the address of the Party to which it is sent.
- 15.1.3. Any notice, request, or other communication will be deemed to be received:
- a. if delivered by hand, on the date of the delivery;
  - b. if sent by prepaid security post within Australia, upon the expiration of 2 Business Days after the date on which it was sent; and
  - c. if transmitted electronically, upon actual receipt by the addressee.

## **SCHEDULE 1 PARTICULARS**

### **A. Term**

Completion Date: June 20, 2013

### **B. Funding and Payment**

(clauses )

- B.1.1. The total seeding funds to be provided for this event by the AJJA under this MOU to the AIC is **\$20,000** GST exclusive respectively
- B.1.2. The seeding funds will be paid to the AIC via electronic transfer following the signing of this MOU and upon receipt of a correctly rendered Tax Invoice from the AIC.
- B.1.3. The AIC will reimburse the seeding funds in full subject to clause 5.1 Funding and payment provision and clause 7.4 Share of surplus funds
- B.1.4. Should the Event operate at a loss, the AIC will cover all financial liabilities above the seed funding amount (\$20,000) provided by AJJA .
- B.1.5. If the Event has surplus funding the AIC will pay the AJJA their portion of the surplus on the receipt of a correctly rendered Tax invoice the AJJA
- B.1.6. Payments will be effected by electronic funds transfer (EFT) to the following bank account of the AIC:

Bank:	Commonwealth Bank
BSB:	062-987
Account Number:	10001483
Account Name:	Australian Institute of Criminology
Reference:	'invoice number' or Agency name

### **C. Conference costs, Allowances and Fees**

(clauses)

- C.1.1. The following costs incurred by the AIC in the administration and facilitation of the event will be considered conference costs for the purpose of determining profit or loss:
- a. AIC's employee costs associated with the administration of the event (\$25,000)
  - b. Travel and accommodation costs of AIC staff involved in the administration of the event (including up to two trips by the Facilitation Coordinator in organising, negotiating and securing a venue and caterers for the event and up to a maximum of five staff to attend the event in a coordination and administration capacity).
  - c. Venue hire arrangements

- d. Catering and functions
- e. Marketing and facilitator
- f. Invited speaker costs (excluding speakers from parties to the MOU)
- g. Miscellaneous administration costs (printing, postage, satchels and materials, online registration fees, bank fees etc)

These costs will be included within the Acquittal report as specified at clause 7.3.

#### **D. Key Personnel**

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The Event Steering Committee will be represented by the following party representatives

- AIC – AIC Communications Manager, Colin Campbell
- AJJA – AJJA Chair, Mark Collis
- AJJA – AJJA Secretariat, Alison Grace

Any changes to key personnel must be agreed by all parties.

#### **E. MOU Managers** (clause)

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Details of the AJJA MOU Manager are as follows:

**Alison Grace**  
**AJJA Secretariat**  
**Youth Services**  
**ACT Community Services Directorate**  
**GPO Box 158**  
**Canberra City ACT 2601**

**Telephone** 02 6205 9465  
**Facsimile** 02 6205 3386  
**Email** Alison.Grace@act.gov.au

Details of the AIC's MOU Manager are as follows:

**Colin Campbell**  
**Communications Manager**  
**Australian Institute of Criminology**  
**GPO Box 2944**  
**Canberra ACT 2601**

**Telephone** 02 6260 9244  
**Facsimile** 02 6260 9299

**Email**      **colin.campbell@aic.gov.au**



## Signatures

Signed for and on behalf of the AJJA by its duly authorised officer:

Name: Dr Mark Collis

Position: Chair, AJJA; Director Youth Services, ACT Community Services Directorate

Signature and Date: *Mark A. Collis* 16.7.12

Witnessed by:

Name: *Alison Grace*

Position: *AJJA Secretariat*

Signature and Date: *A Grace* 16.7.12

Signed for and on behalf of the AIC by its duly authorised officer:

Name: Dr Adam Tomison

Position: Director and Chief Executive

Signature and Date: *AT* 13.7.12

Witnessed by:

Name:

Position:

Signature and Date: *Colin Campbell* 13.7.12  
*Manager communication + S*