

8 August 2013



Dear 

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 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.

(d) 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.

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) If we end this agreement (for any reason) we are not liable to pay any Fee or Expenses to you.
- (c) You may end this agreement by written notice to us before the Withdrawal Date.

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. General

- 7.1 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.
- 7.2 Any modification to or variation of this agreement must be in writing and signed by you and us.
- 7.3 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.
- 7.4 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 rd 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 th September 2013, provided the presentation notes have been received by 26 th 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.	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.
10.	Withdrawal Date	19 th July 2013.