

## MEMORANDUM OF UNDERSTANDING

### BETWEEN

THE UNIVERSITY OF ADELAIDE, North Terrace, Adelaide, South Australia 5005 (“**UA**”)

### AND

**KAURNA WARRA PINTYANTHI** represented by Kauwanu Lewis Yerloburka O’Brien and Ngarpadla Alitya Wallara Rigney (together and individually called “**KWP**”)

### BACKGROUND:

- A. UA conducts teaching and research in relation to Australian Aboriginal languages and cultures, and specifically the Kurna language, within the Faculty of Humanities and Social Science and the School of Humanities and the Discipline of Linguistics, and particularly through the work of linguist Dr Robert Amery.
- B. UA values the presence of Indigenous peoples from across Australia as part of its community and recognises that the Kurna People are the original owners and custodians of the land its campuses are built on. UA respects and honours the Kurna people’s rights to and relationship with the Kurna language.
- C. KWP is a body of Kurna people, Kurna language researchers and educators, and Kurna language enthusiasts. KWP promotes and seeks to increase awareness of the Kurna language within the Kurna community and amongst the wider Australian public.
- D. KWP asserts custodianship over Kurna language matters on behalf of the Kurna people, including naming requests and Kurna translations, on behalf of the Kurna people. Kurna Elders, Kauwanu Lewis Yerloburka O’Brien and Ngarrpadla Alitya Wallara Rigney are signatories to this Memorandum of Understanding (“MOU”) for KWP.
- E. UA is committed to teach and research the Kurna language and to further promote the Kurna language for the benefit of Australian language heritage, and to work with KWP, as set out in this MOU.

### NOW THE PARTIES HAVE AGREED AS FOLLOWS:

#### 1. COMMITMENTS

- 1.1 UA acknowledges and reaffirms its commitment to:
  - 1.1.1 promoting an understanding of Indigenous issues, culture and history in its programs and courses;
  - 1.1.2 directing strategies toward the increased participation of Indigenous peoples as students and staff in the full range of university activities; and
  - 1.1.3 contributing to the process of reconciliation by educating the Australian community about the cultures, languages, history and contemporary experiences of Australia’s Indigenous peoples.
- 1.2 Further to those commitments, UA will:
  - 1.2.1 continue to support the teaching and research of the Kurna language within its School of Humanities and the Discipline of Linguistics and to promote the Kurna language for the benefit of Australian language heritage;

- 1.2.2 accept donations and grants which are made to UA for the purpose of funding UA's research and teaching and promotion of the Kurna language, and will use such funding for those purposes;
- 1.2.3 either in its own right or through its controlled entity, Adelaide Research & Innovation Pty Ltd, maintain an account on behalf of KWP to hold any moneys earned from royalties or funding received by KWP from third parties; and
- 1.2.4 continue to provide KWP at no cost with web hosting, free access to UA's Content Management System, and basic training and support in that regard. While hosted by the University, KWP's webpage will comply with all relevant laws and University policies and its content must be approved by the University's Executive Dean of the Faculty of Humanities and Social Sciences.

## **2. INTELLECTUAL PROPERTY**

- 2.1 The parties recognise the moral rights of each other's employees, community members, volunteers, students or Elders, and will use their reasonable endeavours to ensure that these rights are observed.
- 2.2 UA recognises that the existing intellectual property rights system does not always easily align with Aboriginal attitudes towards cultural and language matters, which may cover a range of other considerations, including cultural preservation, respect, and collective (rather than individual) approaches to moral rights, custodianship and ownership. UA will endeavour to approach Aboriginal attitudes with due respect and will consult with KWP (and other Aboriginal language groups as appropriate) for assistance if necessary. If KWP notifies UA of any Kurna cultural restrictions in relation to the use of Kurna language materials then the University will comply with those restrictions.
- 2.3 Subject to the above, the University and KWP each permit the other, to the extent that they have rights to do so, to freely use Kurna related Course Materials and other materials that they generate, provided that use is for non-commercial research and teaching purposes consistent with the above intentions.
- 2.4 If UA wishes to explore commercial use of Kurna-related language materials then it will first consult on that proposed use with KWP and seek its permission.
- 2.5 UA grants KWP a non-exclusive licence to use UA's logos, designated name and official insignia for the purposes of promoting the relationship between UA and KWP. All such use and reproduction must receive prior written authorisation from UA and must comply with UA's reasonable requirements, including the University's Brand Standards and Brand and Visual Identity Policy.
- 2.6 KWP grants UA a non-exclusive licence to use KWP's logos and name for the purposes of promoting the relationship between UA and KWP. All such use and reproduction must receive prior written authorisation from KWP and must comply with KWP's reasonable requirements.

## **3. TERM**

- 3.1 This MOU will remain in effect for a period of three years or until either party by 6 months written notice terminates this MOU or the Parties mutually agree to terminate the MOU before the three-year period.
- 3.2 If this MOU is terminated the parties will each agree, in writing, on the resolution of any issues that remain outstanding.

3.3 This MOU may be extended for a further period of three years or longer by agreement in writing signed by KWP and UA.

4. **GENERAL**

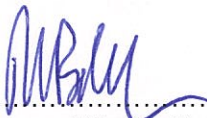
4.1 This MOU may only be amended by agreement of the parties in writing.

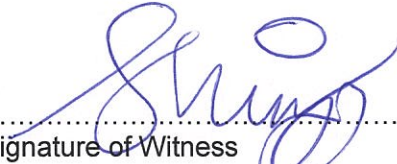
4.2 Nothing in this MOU constitutes any relationship of employer and employee, principal and agent, or partnership or trustee between the Parties. Further the Parties state that the relationships created by this MOU are not intended to be justiciable in any court. Neither UA nor KWP shall have any authority to bind the other in any manner whatsoever.

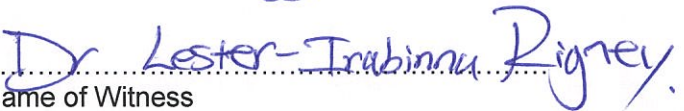
4.3 Any dispute between the Parties arising out of this MOU shall first be referred for resolution to a meeting of the Vice Chancellor or nominee for UA and a representative as advised by KWP. If the dispute remains unresolved for a period of 60 days after the meeting referred to above, it may be submitted to some alternative dispute resolution mechanism as agreed in writing between the parties.

The representatives of each institution have signed this Memorandum of Understanding on this  
day of 2013.

**SIGNED** for and on behalf of **THE UNIVERSITY OF ADELAIDE**  
by its duly authorised officer in the presence of :


  
.....  
Professor Warren Bebbington  
Vice-Chancellor and President

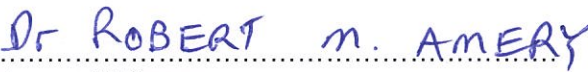
  
.....  
Signature of Witness

  
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Name of Witness

**SIGNED** for and on behalf of **KAURNA WARRA PINTYANTHI**  
by its duly authorised signatories in the presence of :

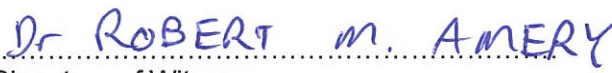
  
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Dr Lewis Yerloburka O'Brien  
Kaurna Elder

  
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Signature of Witness

  
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Name of Witness

  
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Dr Alitya Wallara Rigney  
Kaurna Elder

  
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Signature of Witness

  
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Signature of Witness