

MEMORANDUM OF UNDERSTANDING

Council of Australian Law
Deans

Legal Associate Deans
Research Network

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12 July 2024

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COUNCIL OF AUSTRALIAN LAW DEANS

AND

LEGAL ASSOCIATE DEANS RESEARCH NETWORK

Background

1. The **Council of Australian Law Deans Ltd ACN 676 502 686** (CALD) is the peak body for Australian law schools. Its members are the Deans of Australian law schools. Its objectives as expressed in its Constitution are:
 - (a) consultation on matters of mutual concern to members of the institutions which they represent and, where appropriate, the adoption of common policies;
 - (b) the furtherance of legal education and legal research in Australia;
 - (c) the promotion of active cooperation of the institutions represented on the Council with one another, and with university, professional and other learned bodies in Australia and elsewhere; and
 - (d) representation of law schools and their needs to Federal and State governments, higher education bodies, the legal profession and the wider community.
2. The **Law Associate Deans Research Network** (LADRN) is made up of current Associate Deans Research (or their equivalent) from each Law School that is a member of CALD. LADRN's remit covers research, researcher development, research collaboration, and Higher Degree Research in the discipline of law.

Object

3. This is a non-binding Memorandum of Understanding (MOU) between CALD and LADRN.
4. The object of this MOU is to clarify the relationship between CALD and LADRN and to set out the ways in which CALD and LADRN collaborate, cooperate and support each other.

Duration

5. The MOU will commence from 1 July 2024 and continue to apply until termination by either party on the giving of 30 days written notice to the other.

Open communication

6. CALD and LADRN will maintain a direct line of communication with each other about their activities and achievements, primarily by way of direct communication between the CALD Vice Chair Research and the LADRN Chair / Co-Chairs.
7. To facilitate such communication:
 - (a) the CALD Vice Chair Research will be an ex officio member of LADRN and will be invited to attend, and will endeavour to attend, meetings of LADRN;
 - (b) the LADRN Chair / Co-Chairs will be invited to submit written reports for inclusion in the papers for CALD Council meetings, and at least once per year will be invited to present their report at a CALD Council meeting.

Financial support

8. Each year, CALD will allocate an annual amount to be determined by CALD to fund administrative support for LADRN and to pay other LADRN administrative expenses. Additional funding for joint projects (see below) may be provided by CALD on a case-by-case basis.
9. CALD will review its capacity to provide financial support at its final meeting each year and inform LADRN if any changes will be made in the following year. LADRN may make submissions to CALD for consideration at the final meeting of the year with respect to the financial support.

Administrative support

10. Payment for the administrative support will be made directly by CALD to the LADRN Administrator appointed by CALD.
11. In addition to an annual service fee, CALD will reimburse the LADRN Administrator for the costs of travel as reasonably agreed between CALD and the LADRN Administrator prior to the expense being incurred.
12. The administration support provided by the LADRN Administrator will include the following:
 - (a) conduct necessary administrative tasks required to ensure that the continued efficient operation of LADRN;
13. assist with organisation of the annual Australian Legal Research Awards (ALRAs);
 - (a) maintain and update the LADRN membership register and attend to membership- related queries and matters;
 - (b) process any invoices received to enable payment by CALD for LADRN as approved by CALD;
 - (c) draft correspondence by LADRN with members, stakeholders and external parties;
 - (d) maintain and update the LADRN website as required;

- (e) assist with organisation and operation of meetings as directed by LADRN; and
- (f) other services as agreed from time to time in writing between the CALD and the LADRN Administrator.

Mutual support

- 14. CALD and LADRN will support each other to achieve their respective objectives.
- 15. The CALD Executive Committee will strongly encourage CALD members to support and encourage their Associate Deans to be members of LADRN, and to host LADRN meetings free of charge.
- 16. The LADRN Co-Chairs will circulate to LADRN members notifications and news from CALD as reasonably requested by the CALD Executive Committee.
- 17. The CALD Executive Committee will circulate to CALD members notifications and news from LADRN as reasonably requested by the LADRN Executive Committee.

Joint projects

- 18. From time to time, either CALD or LADRN may propose that a project be undertaken in an area related to legal education.
- 19. Where CALD believes that it would be beneficial to work with LADRN on a joint project, the CALD Vice Chair Research will contact the LADRN Chair / Co-Chairs to discuss whether LADRN is willing to work with CALD on the project and outlining the funding/resources to be provided.
- 20. Where LADRN proposes a joint project to CALD, it will include in the proposal full details regarding the resources or support required from CALD. There is no obligation on CALD to agree to the provision of resources for any joint project proposed by LADRN.
- 21. 'Projects' for the purposes of this clause should be read expansively and includes research, workshops, conferences, discussion papers, submissions to government and best practice guides.

Confidentiality

- 22. The parties acknowledge that information disclosed by one party (the disclosing party) to the other in the course of this MOU may be confidential and unless required by law must not be disclosed to a third party except with the prior written consent of the disclosing party.

Dispute resolution

- 23. If a dispute or difference arises between the parties out of or in connection with this MOU, either party may give the other a written notice specifying the dispute or difference.

24. Within 28 days of the date of the notice, the Chair / Co-Chairs of each party must meet and undertake negotiations in good faith and by reference to this MOU on a without prejudice basis with a view to resolving the dispute or difference.

Variation

25. The parties may agree to vary any of the requirements of this MOU. Such agreement must be in writing and signed by both parties.

SIGNED

On behalf of CALD by

Professor Nick James, Co-Chair
Council of Australian Law Deans



Signature

12 July 2024

Signed Date

On behalf of LADRN by

Professor Catherine Renshaw, Co-Chair
Legal Associate Deans Research Network



Signature

18/07/2024

Signed Date