

Tasmania Law Reform Institute

Renewal of Agreement

THIS AGREEMENT is made this 7th day of February ~~2022~~ 2023
BETWEEN the parties

THE STATE OF TASMANIA (represented by the Department of Justice)

AND

THE UNIVERSITY OF TASMANIA

AND

THE LAW SOCIETY OF TASMANIA

RECITALS:

1. On 23 July 2001 an agreement was made between the State of Tasmania (the Tasmanian Government), the University of Tasmania and the Law Society of Tasmania (the Law Society) for the establishment of the Tasmania Law Reform Institute (the Institute) for a term of three years.
2. In 2005, this agreement was extended in accordance with clause 8.3 of the founding agreement for a further term of three years expiring on 31 December 2008.
3. On the expiration of the extension period, the Tasmanian Government, the University of Tasmania and the Law Society agreed to continue the operation of the Institute.
4. For this purpose the parties entered into a renewal agreement on the 23 November 2009 for a period of 5 years.
5. Following the expiration of the renewal agreement, the parties agreed on 15 April 2015 to continue the operation of the Institute for a further term of five years.
6. Following the expiration of the renewal agreement on 23 November 2019, the parties agreed to continue the operation of the Institute by entering into a renewal agreement for a further term of three years (to expire on 23 November 2022).
7. The parties have agreed to continue the operation of the Institute on the terms set out in this Agreement.

1. THE PARTIES AGREE AS FOLLOWS:

- 1.1 In this Agreement, unless the context otherwise requires:
- a) "Attorney-General" means the Attorney-General of the State of Tasmania;
 - b) "Board" means the Board established under clause 3(1);
 - c) "Commencement Date" means 23 November 2014;
 - d) "Director" means the Director appointed under clause 5;
 - e) "Founding Agreement" means the agreement between the Government of the State of Tasmania, the University of Tasmania and the Law Society of Tasmania dated 23rd July 2001;
 - f) "Institute" means the Tasmania Law Reform Institute established by this Agreement;
 - g) "Law Society" means the Law Society of Tasmania; and
 - h) "University" means the University of Tasmania.
- 1.2 The parties recognise each other's supportive roles and will communicate regularly to advance the functions and objectives of the Institute.

2. ESTABLISHMENT OF THE INSTITUTE

- 2.1 The functions and objectives of the Institute are:
- a) to conduct impartial and independent reviews or research on areas of law and legal policy in order to provide independent and impartial advice and recommendations on the area investigated, with a view to, or for the purposes of:
 - i. the modernisation of the law; and/or
 - ii. the elimination of defects in the law; and/or
 - iii. the simplification of the law; and/or
 - iv. the consolidation of any laws; and/or
 - v. the repeal of laws that are obsolete or unnecessary; and/or
 - vi. adopting new or more effective methods for administering the law and dispensing justice; and/or
 - vii. providing improved access to justice; and/or
 - viii. uniformity between laws of other states, territories and the Commonwealth; and/or

- ix. the codification of laws; and/or
 - x. promoting equality before the law; and
- b) to conduct these reviews and research, where appropriate on a consultancy basis; and/or
 - c) to consider and report to the Board on all proposals received for law reform or research proposals from the Attorney-General; and/or
 - d) to make reports to the Attorney-General or other authorities arising out of any review and, in those reports, to make recommendations; and/or
 - e) to work with the law reform agencies in other states and territories on proposals for reform of the laws in any other jurisdiction or within the Commonwealth; and/or
 - f) to work with other agencies and bodies on research and law reform and/or
 - g) to provide advice on draft bills and legislation;

in accordance with the University's standard policy and procedures (as published and updated from time to time here - [Policies - Governance Instruments Framework | University of Tasmania \(utas.edu.au\)](#))

- 2.2 The Institute has a duty to act independently and impartially in performing all of its functions and achieving its objectives.
- 2.3 In performing its functions, the Institute must aim at ensuring that the laws, proposals and recommendations it reviews, considers or makes:
 - a) do not trespass unduly on personal rights and liberties or make the rights and liberties of citizens unduly dependent on administrative rather than judicial decisions; and
 - b) are as far as practicable, consistent with Australia's international obligations that are relevant to the matter.
- 2.4 The performance of the Institute's functions and objectives is subject to funding being made available for the purposes of the Institute.
- 2.5 The University is entitled to make a reasonable charge for undertaking the Institute's functions and objectives if the funding is not otherwise available to enable the Institute to undertake those functions and objectives. The University will provide the Department of Justice with notice of any intention to charge.

3. BOARD OF THE INSTITUTE

3.1 The Board of the Institute, entitled the "Board", is established as an advisory body.

3.2 The membership of the Board shall consist of:

- a) the Dean of the Faculty of Law at the University.
 - b) one person appointed by the Honourable the Chief Justice of Tasmania.
 - c) one person appointed by the Attorney-General.
 - d) one person appointed by the Law Society.
 - e) one person appointed by the Council of the University.
 - f) one person appointed by the Tasmanian Bar.
 - g) a co-opted member who shall be a Tasmanian Aboriginal person appointed by the Attorney-General; and
 - h) further co-opted member/s:
 - i. on a sessional basis;
 - ii. for the purpose of providing input into specific reviews, research or projects of the Institute that may impact on parts of the Tasmanian Community; and
 - iii. who are a member of the impacted part of the Tasmanian Community.
- to be determined by a majority vote of the members of the Board specified at sub-clauses 3.2(a) to (g) inclusive.

3.4 At the time of recommending the selection of a project to the Institute, the Board will identify the extent of the project, the time for completion, the expected output and the cost of the project.

3.5 The Board shall record in its minutes of proceedings all proposals received for law reform projects.

3.6 The Board should meet at least four times each year.

3.7 The Chair shall be determined by a majority vote of the members of the Board specified in paragraph 3.2.

3.8 The right to appoint persons under clause 3.2 includes the right to revoke an appointment or to substitute another for a person appointed.

3.9 Board members will not be entitled to any additional remuneration on account of their being a member of the Board.

4. OPERATION OF THE INSTITUTE

4.1 The Institute may receive proposals for law reform or research projects from:

- a) members of the judiciary;
- b) the Attorney-General;
- c) Tasmania Legal Aid;
- d) Tasmanian government departments;
- e) members of Parliament;
- f) members of the legal profession, including the Law Society of Tasmania;
- g) statutory officers; and
- h) members of the community or community groups

4.2 The Institute may commence law reform or research projects on its own motion, in consultation with the Board, at its own expense.

4.3 The Institute may accept or decline to conduct law reform or research projects on the advice of the Board.

4.4 The Institute may amend, prioritise or delay any proposal or project commenced pursuant to clauses 4.1 or 4.2, subject to the conditions of any particular deed or instrument that funds the relevant proposal or project.

4.5 The Institute must operate independently of the control, direction or interference of any person, body or authority, including but not limited to the parties to this Agreement, the Tasmanian Government, funders, and those who give references to the Institute.

4.6 The Institute must hold and maintain the reports and papers of the former Law Reform Commission and Law Reform Commissioner.

4.7 The Institute may publish any of the following:

- a) Research Papers: These papers contain the results of research projects.
- b) Issues Papers: These papers are not intended to be the Final Report and simply outline the key issues in relation to a problem, the existing law, the questions to be investigated, the different views and opinions on the topic, outlines of

the working papers or reports of other law reform agencies and possible tentative proposals. Issues Papers are intended to be distributed for assessing expert and public opinion on the issues to be addressed.

c) Final Reports: These documents formulate the position taken by the Institute after consultation and deliberation by the Board. Each report contains an executive summary and may include draft legislation. Each report will be provided to the Attorney-General of Tasmania.

d) Annual Reports: These are provided for under clause 7.

4.8 Where the Institute has received a proposal under clause 4.1 the Final Report will be provided to that person or agency four weeks prior to it being published.

4.9 The University owns the copyright in all publications produced by the Institute. The University grants to the State a non-exclusive, perpetual, royalty free licence in the copyright of all publications produced by the Institute to enable any proper use by the State in its discretion.

5. DIRECTOR

5.1 There shall be a Director of the Institute who shall be a University appointment made by the Vice-Chancellor of the University, in consultation with the parties to this Agreement.

5.2 The Director shall be a member of the academic staff of the University.

5.3 The Director shall be responsible for:

- a) providing leadership, strategic direction and oversight of the work of the Institute;
- b) working to ensure the independence and impartiality of the Institute;
- c) speaking publicly on behalf of the Institute and providing leadership and guidance on law reform and the work of the Institute to the Tasmanian community;
- d) providing advice on draft bills and legislation, where appropriate;
- e) communicating with key stakeholders, the Tasmanian Government, the University, the Law Society of Tasmania and the Tasmanian community, including leading community consultation and engagement in law reform, to advance the work of the Institute;
- f) disseminating the work of the Institute at the local, national and international levels and to encourage participation in and engagement with law reform work generally and more specifically the work of the Institute at these levels;

- g) collaborating with national and international bodies in promulgating law reform and supporting law reform and reform projects elsewhere that are consistent with the objectives of the Institute;
- h) the day to day administration of the Institute, including the selection and appointment of researchers and administrative staff of the Institute, and management of researchers and administrative staff in connection with the research, drafting and settling of Issues Papers and Final Reports;
- i) negotiating all agreements and funding grants as and where necessary; and
- j) attending meetings of the Board.

5.4 The Director shall seek the advice of the members of the Board and report on Institute activities at each meeting of the Board.

5.5 If the Director:

- a) is likely to absent for more than one month other than standard leave as approved by the University, the Board may appoint in consultation with the University an acting Director for the period of absence; or
- b) retires or resigns, the Board may appoint in consultation with the University an acting Director until such time as the role is filled pursuant to clause 5.1.

6. FUNDING FACILITIES AND STAFF

6.1 Subject to clause 6.2, funding for the Institute shall be provided on an annual basis as follows:

- a) the Tasmanian Government agrees to provide funding of \$200,000 per annum; and
- b) the University of Tasmania agrees to provide funding of up to \$220,000 (including in-kind contributions) per annum.

6.2 The funding provided for under clause 6.1 will continue for a period of four years from the date of commencement of this renewed agreement and reviewed pursuant to clause 8.3.

6.3 The Law Society of Tasmania will also support the operation of the Institute with the provision of advice on proposals for research projects under clause 4.1(d) and the provision of funding on a case by case basis.

6.4 The Law Society will support the implementation and promotion of a secondment program facilitating the placement of members of the legal profession to work on specific law reform proposals under the auspices of the Institute.

6.5 The Law Foundation of Tasmania may provide annual grants, subject to available funds for the operations of the Institute.

6.6 The Institute;

a) shall investigate other funding avenues, particularly from external research grants and donations, and

b) may, as indicated in sub-clause 2.1(b) accept funding from any body or person for a particular reference, after receiving the advice of the Board as to the appropriateness of doing so.

6.7 The Institute shall review its funding on an annual basis. At the request of the Institute, the annual funding from the Tasmanian Government may be increased during the term of the agreement. The Institute may also request additional funding in the course of any year during the term of this Agreement. With any request for increased funding, the Institute must provide the Tasmanian Government with a business case outlining why additional funds are required and why those funds cannot be sourced by other means. The Tasmanian Government does not by this clause commit to any additional funding.

6.8 The Institute may employ administrative staff to support the operation of the Institute within its available annual funding.

6.9 The University shall provide office premises suitable for the operation of the Institute, as part of the University's in kind contribution.

6.10 All funding will be accounted for in accordance with the University's standard procedures for the operation of Research Centres.

6.11 The Tasmanian Government may, by notice in writing, demand that the Institute repay any funding that is used, or applied by the Institute, for a purpose other than in accordance with the provisions of this Agreement.

7. ANNUAL REPORTS

7.1 The Institute shall, at the end of each calendar year, prepare a report on its operations for the Council of the University, the Chief Justice of Tasmania, the Attorney General, the Law Society of Tasmania and the Law Foundation of Tasmania.

7.2 The Institute shall prepare an Annual Financial Statement of the source and application of funds for the year of report.

7.3 The Annual Report shall be made available to the public.

8. PERIOD, VARIATION AND REVIEW OF AGREEMENT

8.1 The term of this Agreement will continue until such time as it is dissolved by the written agreement of all the parties to it.

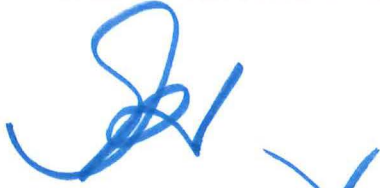
8.2 The Agreement may be varied by the written agreement of the parties.

8.3 The Agreement will be reviewed by the parties every four years, from the date of execution, to ensure that it continues to meet, and be commensurate with, the work and requirements of the Institute at that time.

8.4 If the parties to the Agreement, the Director, or the Board deem it is necessary for a formal review to replace the review prescribed by 8.3 above, the terms of reference and appointment of a Review Panel should be determined after consultation between the aforementioned entities.


SIGNED, SEALED and DELIVERED

THE GOVERNMENT OF TASMANIA as represented by



Hon Elise Archer MP
Attorney-General

THE UNIVERSITY OF TASMANIA by its authorised representative

For  *Anthony Kouroules*
Prof Rufus Black
Vice-Chancellor

THE LAW SOCIETY OF TASMANIA



Mr Luke Rheinberger
Executive Director