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18 January 2019

The Hon Robert S French AC
Suite 2, Level 13
Allendale Square
77 St George's Terrace
PERTH WA 6000

Email: freedomofspeechreview@education.gov.au

Dear Mr French

Review of Freedom of Speech

Thank you for your letter of 29 November 2018 and the opportunity to contribute to the review of policies supporting freedom of expression and intellectual inquiry in Australian higher education.

Victoria University has endeavoured to be as thorough as possible in meeting your request by the due date of 21 December. If you require any further follow-up, we will be able to meet your outer deadline of mid-January 2019.

Victoria University operates according to its federal and state legislative obligations and our moral purpose to transform lives and communities. Victoria University's Vision as The University of Opportunity and Success, is to be open and excellent, creating exceptional value for any student from any background. Our University has a long tradition of transforming the lives of students from diverse countries, cultures, socioeconomic and educational backgrounds, and contributing strongly to the life of its closest communities across the west of Melbourne.

It is a university that places particular value on supporting students from disadvantaged backgrounds and working with the community to reduce disadvantage and build opportunity and success across the west of Melbourne. It embodies a strong belief in social justice alongside creating opportunity and success. It also has a strong commitment to excellence in all that it does.

Please find below Victoria University's response to the information you have requested.

- ***University statutes, regulations, rules or by-laws, not available on the University website, relating to expressive conduct by staff or students or persons visiting the University for the purpose of delivering speeches or lectures or otherwise engaging in public discussion.***

Victoria University Act 2010

One of the objects of the university as set out in section 5 of the Victoria University Act 2010 [the Act] is -

- (e) to serve the Victorian, Australian and international communities and the public interest by -
 - (iii) promoting critical and free enquiry, informed intellectual discourse and public debate within the University and in the wider society;

In addition, section 12 (3) (b) and section 13 (2) (b) of the Act requires Government and Council appointed members to the University Council to have 'an appreciation of the values of a university relating to teaching, research, independence and academic freedom'.

The Victoria University Act 2010 can be accessed from the Victorian Legislation and Parliamentary Documents website <http://www.legislation.vic.gov.au/>.

University Statutes, Regulations and Policies

All University statutes, regulations and policies are available on the Policy Library <https://policy.vu.edu.au/> a publicly accessible database.

The statute, policies, procedures and guidelines identified below recognise freedom of expression:

- Governance, Academic and Student Affairs Statute 2013
<https://policy.vu.edu.au/document/view.php?id=243>
Section 53 (3) f.
- Appropriate Work Place Behaviour Policy <https://policy.vu.edu.au/document/view.php?id=176>
Part H – Academic Freedom
- Media Policy and Procedures (note that this policy is under review)
<https://policy.vu.edu.au/document/view.php?id=228>
Clause 6.3 - Academic Comments
- Research Integrity Policy and Procedures (note this policy is under review)
<https://policy.vu.edu.au/document/view.php?id=75>
Clause 3.1.1 (e)
- Council – Selection of Council Members Guidelines
<https://policy.vu.edu.au/document/view.php?id=339>
Clause 17 d. ix.

Hire of Facilities

- [The Hire of Facilities Policy](#) is available in Victoria University's Policy Library and outlines the University's policy in relation to the hire of University facilities to internal and external clients. Clause 9 of the Policy states:

"University facilities will not be made available for:

- a. Unlawful activities or activities that may be a breach of University policies.
 - b. Activities that are in conflict with or deemed incompatible with the University's values or strategic direction."
- Victoria University's Convention Centre [Terms and Conditions](#) of hiring facilities states in Clause 2.1.a, that "facilities will not be made available for activities that are in conflict with or deemed incompatible with Victoria University's values or strategic direction."

Attached is the University's 'Conditions of Hire for Meeting Rooms and Teaching Spaces.' In Clause 2, "VU reserves the right to: ..d) prohibit or halt any activity which in its opinion is objectionable, dangerous, unlawful, infringes the intellectual property rights of third parties, or which is potentially detrimental to VU's reputation."

- *Administrative codes, policies or principles relating to the above including internal audit and risk policies and practices and standard provisions in academic employment contracts.*
- Victoria University Enterprise Agreement 2013
<https://www.fwc.gov.au/documents/documents/agreements/fwa/ae406376.pdf>
Clause 8 - Intellectual Freedom
 - 8.1 The University values and encourages intellectual freedom and respects the intellectual property and moral rights of its staff.
- Please find attached to this correspondence a copy of our standard letter of offer for our employment contracts for all academic and professional staff, which makes reference to the Appropriate Workplace Behaviour Policy, which is mentioned above.

Thank you for the opportunity to contribute to this review. If you have any questions please contact Teresa Tjia, Vice-President Planning and Registrar, phone 030 9919 4468 or email teresa.tjia@vu.edu.au

Yours sincerely



Professor Peter Dawkins AO
Vice-Chancellor and President

Conditions of Hire for meeting rooms and teaching spaces

1. Bookings: In order to make a booking:
 - a. the hirer will submit a booking request form;
 - b. Victoria University (VU), will submit to the hirer (via email) an invoice for the room hire charges prior to the event; and
 - c. the hirer must pay the invoice in full prior to the event.If the booking is accepted by VU, VU agrees to provide venue hire for the period specified in the room booking request form (as approved by VU), under the conditions specified in this agreement.
2. VU rights. VU reserves the right to:
 - a. refuse any booking application without giving reason.
 - b. cancel the hirer's booking, effective immediately.
 - c. rebook the hirer to another room, on short notice, should the original room become unavailable for use.
 - d. rebook the hirer to another room, on short notice, should the room be potentially dangerous, unlawful, infringe the intellectual property rights of third parties or which is potentially detrimental to VU's reputation.
 - e. access hired rooms at any time.
 - f. request proof that these Conditions of Hire, as well as any terms specified on the relevant room booking request form, are being complied with.
3. Hirer obligations. At all times when using the room, the hirer must:
 - a. only use the room for the purpose stated on their room booking request form.
 - b. comply with all laws.
 - c. not cause any disturbance or nuisance.
 - d. comply with any lawful direction issued by VU staff.
 - e. not infringe the intellectual property rights of any third party.
 - f. not act in any manner which may be detrimental to VU's reputation or its agents' VU's values.
 - g. ensure that the number of patrons at the event must not exceed the room's capacity.
 - h. ensure that the hirer must not sublease or allow any other organisation or individual to use the room for the period for which the hirer has booked the room.
 - i. ensure that the hirer must leave all hired rooms in a clean and tidy state and clear of rubbish, with all lighting and electrical equipment switched off after use. The hirer agrees to reimburse VU upon demand, for any costs VU incurs returning the room to a satisfactory state.
 - j. Damage. The hirer agrees to reimburse VU upon demand, all costs incurred by VU for, or in connection with, any damage to the room and any loss or damage to property or equipment belonging to VU or any employee or agent of VU.
 - k. VU property. Removal of VU property from rooms and rearrangement of furniture within rooms without prior permission is prohibited. If permission is granted, the hirer must return the furniture to its original configuration after usage is completed.
 - l. Booking times. The hirer must vacate the room at the time set out in the room booking request form (as approved by VU). If the event runs over the time booked, VU reserves the right to charge additional fees as detailed on its website (on a pro rata basis).
 - m. Loss, theft or damage. The hirer is solely responsible and liable for, and VU does not accept responsibility or liability for, any loss, theft or damage to the equipment and/or property of the hirer or any guest or invitee of the hirer whilst on VU premises.
 - n. Public holidays. The hirer must not sublease or allow any period of VU closure may be subject to additional security charges and other staff charges.
 - o. Food and beverages. The consumption of food and beverages is not permitted in any classrooms, computer labs, lecture theatres and auditoriums. The Room Booking Coordinator may approve the consumption of food and beverages in other rooms subject to the following conditions:
 - a. Catering. Hirers must not bring their own catering company on campus at any time unless the on-campus caterers have been offered the opportunity to provide catering and have declined or been unable to provide such catering (eg. where the hirer requires kosher catering).
 - b. Alcohol. The hirer must not sell and/or consume alcohol on premises without written approval of the Room Booking Coordinator. If such approval is granted, the hirer must obtain and comply with the relevant liquor licence and forward a copy of it to the Room Booking Coordinator at least two weeks prior to the date of the event. Additional security charges may apply.
 - c. Advertisements. Advertisements, signs and posters (regarding any event held in a room booked under these Conditions of Hire) are not to be displayed around a room's premises without the permission of the Room Booking Coordinator. If granted permission, all advertisements must be:
 - a. The name of the organisation or person responsible for the arranging of the event;
 - b. The title of the event;
 - c. The venue name, in terms of Campus, Building and/or Room Number; and
 - d. The statement: "This event is in no way a part of, or associated or affiliated with, Victoria University."
 13. Required licences or clearances. The hirer shall be responsible for arranging any licences or clearances that may be required in respect of materials used, communicated or displayed at the event.
 14. Indemnity. The hirer shall at all times indemnify VU, its officers and employees in respect of any liability, claim or proceeding arising in respect of personal injury to or the death of any person, or arising in respect of any loss of property or loss of use of property, or financial loss in any way relating to the event or relating to the persons attending the event except to the extent of the contribution of any negligent act or omission of VU.
 15. Insurance. The hirer must effect and maintain adequate and appropriate public liability insurance for the event and must provide VU with a copy of the policy and certificate of cover for the event. The hirer must also provide appropriate public liability insurance for the event within 14 days of the date of the event, the hirer will forfeit all monies paid in relation to the event and immediately pay to VU all amounts which would otherwise have been payable if the event had taken place.
 16. Cancellation. The hirer is responsible for ensuring the event of any size. However, if the hirer cancels or postpones the event within 14 days of the date of the event, the hirer will forfeit all monies paid in relation to the event and immediately pay to VU all amounts which would otherwise have been payable if the event had taken place.
 17. Refund. No refund will be given if VU cancels a booking due to the hirer breaching these Conditions of Hire or any terms specified on the relevant room booking request form. If VU cancels a booking for reasons not related to such a breach, VU will refund the hirer's booking fee in full, or in the case of ongoing bookings for any unused part.
 18. Variation. VU may vary these conditions of hire at any time without notice. If a variation results in a material change, the hirer may cancel their booking at no charge.

21 January 2019

PRIVATE AND CONFIDENTIAL

Choose an item. Click here to enter text.

Click here to enter text.

Click here to enter text. Click here to enter text. Click here to enter text.

Dear [Choose an item. Click here to enter text.](#),

On behalf of Victoria University (**University**), I am pleased to offer you a [Choose an item.](#), [Choose an item.](#) appointment with the University as [Click here to enter text.](#) within the [Click here to enter text.](#) [Insert fixed term rationale](#). Your appointment will commence on [Click here to enter text.](#) and cease on [Click here to enter text.](#)

Conditions of Employment

Your terms and conditions of employment are specified in this letter and the [Choose an item.](#)

Your standard weekly hours of duty shall be [Click here to enter text.](#), [Choose an item.](#) time fraction.

The classification applicable to your appointment is [Choose an item. Click here to enter text.](#). The commencing base salary will be \$[Click here to enter text. Choose an item.](#). If eligible, you may enter into a salary packaging agreement with the University to obtain benefits in substitution for salary in accordance with the University's Salary Packaging Policy and Guidelines.

[You are responsible for holding a current E \(Employee\) Working with Children Check \(WWCC\) at all times for the duration of this contract.](#)

[Relocation expenses will also be paid in accordance with the University's *Relocation and Immigration Assistance for New Staff Policy* \(attached\).](#)

You will report to the [Click here to enter text.](#)

Initially your appointment will be located at the University's [Choose an item.](#) campus. However, you may be required to be located at any location from which the University conducts its operations, as directed by your supervisor.

You agree that from time to time the University may require you to attend mandatory information sessions as part of your employment.

Your performance will be reviewed annually in accordance with the University's VU Develop Plan.

Probation Period

Your appointment has a probationary period of [Click here to enter text.](#) months.

Superannuation

Sick Leave Credits (remove if existing staff)

Sick leave credits and recognized service for long service leave purposes may be transferred from previous *non-casual* appointments at the University and from approved employers specified in **Choose an item..** Eligible prior non-casual service with a previous employer and the University will only be recognized on submission of a written application to People and Culture within six months of the date of your appointment. For further information on recognition of service or transfer of credits, please contact P&C Business Services.

Conditions Precedent to Your Employment

This offer is subject to the following conditions:

- Evidence of your date and place of birth;
- Eligibility to work in Australia should you not be an Australian citizen (including evidence that any required immigration visas have been obtained);
- Provision of a satisfactory Police Record check;
- Provision of evidence of a valid Working with Children Check; and
- Provision of evidence of completion of your qualifications.

If you cannot satisfy any of these requirements, then you cannot and will not be employed by the University.

Appropriate Workplace Behaviours Policy

You are required to comply with the Appropriate Workplace Behaviours Policy as it is amended from time to time. As part of this obligation, you must notify the University in writing of any new or existing interest, situation or commitment which may involve an actual or perceived conflict of interest with your employment with the University or with any matter you are dealing with as part of your employment.

Compliance with University Statutes, Regulations and Policies

As an employee of the University you are bound to comply with the University's statutes, regulations and policies as they exist and are varied from time to time. University statute, regulation and policy can be obtained through the University's intranet site or by contacting People and Culture.

For the avoidance of doubt, while the terms of the University's Appropriate Workplace Behaviours Policy, statutes, policies and regulations, and any applicable State or Federal legislation apply to your employment, they are not incorporated as contractual terms into this employment contract.

Obligation of Confidence

You acknowledge that in undertaking your duties at the University, you will be granted access to (or will be required to generate) information which is confidential to the University or third persons. The need for confidence may arise from contractual obligations, the operation of law, commercial concerns or ethical considerations. With respect to such confidential information, you must keep it safe and confidential and only use it for the purposes for which it was provided to (or created by) you unless:

- your disclosure of the confidential information constitutes the reason why you were given access to (or created) the information; or
- the disclosure is within the University and necessary for an internal University function; or
- you have the prior written permission of the University (or other person to whom the obligation of confidence is owed) to disclose the information; or
- the disclosure is required by law.

Intellectual Property

The current rules which will apply to any intellectual property which you create whilst you are employed by the University are contained in the University's *Governance, Academic and Student Affairs Statute 2013* and the Intellectual Property

Regulations 2013. All intellectual property that you create in the course of your employment, or using University facilities and services or while on leave, is owned by the University. You assign to Victoria University all such intellectual property rights. For the avoidance of doubt, this includes all rights arising from research which you undertake at the University, tools, techniques and other matters relating to how the University performs its tasks or functions, computer programs and databases. Where a present assignment of such intellectual property is not possible at law, you must do any further acts required by the University (including signing documents) in order to ensure that those rights vest in the University.

Duty to Invent

If, as part of your duties at the University, you are required to conduct research, then this includes the obligation to investigate the application of your research results in applied, real world and commercial contexts. Therefore, any research obligation includes a duty to invent and to create patentable inventions.

Termination of Employment – Remove if fixed term

You may terminate your appointment at any time by giving four weeks written notice to the University. You are required to deliver a notice signed by you to your Supervisor.

The University may terminate your appointment in accordance with the **Choose an item.** or as otherwise required by law.

Terms Not to be Disclosed

You agree that the terms and conditions of this offer of employment are confidential. You agree not to disclose this confidential information to any other staff member, without the University's consent.

Further Information

Further general information regarding terms and conditions of employment and University life are available on the University's internet site www.vu.edu.au. Upon commencement you will have access to a range of specific information and induction materials through the People and Culture section on the University's intranet site.

Acceptance of Offer

This offer will remain open until close of business on **Click here to enter text.** If you wish to accept the offer, please sign the acceptance clause on this letter and return it via email to the People and Culture, Recruitment and Appointments contact listed below prior to that date.

Any queries regarding your appointment may be directed to your Supervisor or to **Choose an item.**, Recruitment and Appointments Coordinator, P&C Business Services via email **Choose an item.** or telephone (03) 9919 **Choose an item.** Should you accept this offer please report at **Click here to enter text.** on **Click here to enter a date.** to **Click here to enter text.** at **Click here to enter text.**

Thank you for choosing Victoria University to further your career.

Yours sincerely,

Jen Warszewski
Director, People Partnerships

ACCEPTANCE

I, [Click here to enter text.](#),

- Accept this offer of employment;
- Agree that the details in my application for employment are true and correct;
- Agree that I am not the recipient of a Voluntary Departure or Redundancy Package from Victoria University;
- Have completed and returned the attached Declaration of Pre-existing Injury or Disease; and
- Confirm that I have been provided with a copy of the Fair Work Information sheet in accordance with part 2.2 Division 12 of the Fair Work Act (2009).

Signature.....Date.....

cc: [Click here to enter text.](#)

VICTORIA UNIVERSITY

DECLARATION OF PRE-EXISTING INJURY OR DISEASE *

I, [Click here to enter text.](#), certify that:

1. [Choose an item.](#) the nature of duties I will be required to perform in the position of [Click here to enter text.](#)

2. I declare that I am not aware of any pre-existing injury or disease that could be expected to be affected by the nature of my proposed employment.

Or

I do have an existing injury detailed below.

3. I am aware that failure to disclose, or making a false or misleading declaration about, a pre-existing injury or disease as referred to in paragraph 2 above will disentitle me to compensation under the Workplace Injury Rehabilitation and Compensation Act 1983 in the event of a recurrence, aggravation, acceleration, exacerbation or deterioration of the pre-existing injury or disease arising out of or in the course of or due to the nature of employment with the employer.

Signed _____ Date _____

Witness _____ Date _____

* In accordance with Section 41 of the Workplace Injury and Compensation Act 2013 and Part 3 Division 2 and 4 of the Occupational Health and Safety Act 2004.