

SETTLEMENT AGREEMENT

This Agreement is made on 23 November 2020 between:

1 **Trevor Poulton**

2 **University Of Sydney ABN 15 211 513 464**

Address: The University of Sydney Post Code 2006 NSW Australia

3 **Professor Gail Mason**

Address: The University of Sydney Post Code 2006 NSW Australia

(the Parties)

Terms of Settlement

- 4 University of Sydney and Professor Gail Mason jointly and severally agree to remove all electronic copies of the *Report on Antisemitism in Australia 2019* ('the Report') from University of Sydney websites and from the AHCN Facebook account.
- 5 University of Sydney and Professor Gail Mason jointly and severally agree that the Report will not be republished by them electronically or in hard copy form if the Report includes the republication of any of the words published by Tim Smith MP, Prime Minister Scott Morrison MP and Senator Andrew Bragg referred to in the Concerns Notice dated 21 October 2020 respectively as the 1st, 2nd and 3rd Matters Complained Of.
- 6 Trevor Poulton agrees that the Report may be republished by the University Of Sydney and/or Professor Gail Mason without being in breach of this agreement providing that the said 3 Matters Complained Of have been deleted, erased and/or removed from the Report prior to any republication of the Report.
- 7 University of Sydney and Professor Gail Mason shall confirm without seven (7) days of the date of this agreement that the Matters Complained Of have been removed from the University of Sydney's websites and the AHCN Facebook account, at which time Trevor Poulton releases and forever discharges University of Sydney and Professor Gail Mason from any and all Claims against them arising from the publication of the Matters Complained Of alleged in the Concerns Notice.
- 8 This Agreement may be pleaded by each of the University of Sydney, its current directors, officers, employees and agents, and Professor Gail Mason, as a bar to and/or a full and complete defence to any proceeding or Claim arising out or in connection with the publication of the d Matters Complain Of.
- 9 Nothing in this Agreement constitutes an admission by University Of Sydney and Professor Gail Mason of any liability in respect of any matter.
- 10 **General**
 - (a) This Agreement contains the entire understanding between the parties as to the subject matter of this Agreement. All previous negotiations, understandings,

representations, warranties, memoranda or commitments concerning the subject matter of this Agreement are merged into and superseded by this Agreement and are of no effect.

- (b) Part or all of any provision of this Agreement that is illegal or unenforceable will be severed from this document and will not affect the continued operation of the remaining provisions of this Agreement.
- (c) This Agreement is governed by and is to be construed in accordance with the laws applicable in Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to proceedings being brought in those courts.
- (d) This document may be executed in any number of counterparts and all counterparts taken together will constitute one document.

Executed by Trevor Poulton:



Signature

TREVOR POULTON

Executed by University Of Sydney by its duly authorized representative:



Signature

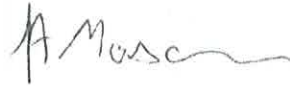
MICHAEL SPENCE

Full Name

VICE-CHANCELLOR

Position/Title

Executed by Gail Mason:



Signature

GAIL MASON

Please note that no confidentiality clauses are to apply to the agreement as to remove the published words complained of, and to not republish them, would simply be a matter of fact.

Yours faithfully

Trevor Poulton
Solicitor