

The Habitat Trust

Participation in the work of the Trust through "The Habitat Compact"

Background

The Habitat Trust is a non-government not-for-profit community organisation that has been involved for some years in strategic planning issues in the South East Economic Corridor of Australia and in particular the Melbourne Geelong Corridor. It has been contributing concept development, facilitation and coordination and a strategic overview to development in the region. In this role the Habitat Trust has brought together many individuals and organisations as advisors and participants. Through this process it has facilitated the development of a number of projects. The essential benefits created through the work of the Habitat Trust lie in the processes that it fosters with a wide array of participants who in turn have an equally wide array of objectives. In the course of this work the Habitat Trust has developed and refined its processes, garnered a great deal of information and many connections and has actively developed ideas; collectively this constitute its principle asset - its intellectual property.

The Habitat Trust is keen to continue. It also wishes to have its contributions identified and to formalise its relationship with the various participants with whom it works. To this end (but not as a precondition for further involvement) it proposes that participants should enter into a "compact" within which those who benefit from the work of the Habitat Trust would be expected to contribute to the furtherance of its work and objectives. Under this compact only those who themselves identify a tangible quantifiable benefit would be obligated to contribute. It is recognised that there could be many participants within such an arrangement who would not necessarily be identified as beneficiaries while others could be direct contributors wishing to support the projects and processes of the Habitat Trust without seeking any direct benefit.

The Habitat Compact

The Habitat Trust offers participation in its processes on the basis that any participant who benefits from this participation or from the work of the Habitat Trust or its projects should be obliged, but not required, to make an appropriate contribution to the Habitat Trust. Such a contribution should reflect the benefits in such a way that both parties, the Habitat Trust and the participant, are satisfied. The contribution should be of such a kind as would suit the purposes of the participant and the Habitat Trust, including cash payments, contributions in kind, or equity interests in projects. The working arrangement between the Habitat Trust and participants shall be known as the Habitat Compact.

Participants enter into the Habitat Compact on the basis that they acknowledge and agree that:

- the Habitat Trust owns valuable intellectual property principally in the form of its processes, information, connections and ideas (IP),
- the Habitat Trust grants the participant permission to use the IP, this permission being a licence that is royalty-free, non-exclusive and revocable,
- the participant will use the IP only for the purposes of jointly working with the Habitat Trust and on projects defined by the Habitat Trust,
- any new IP resulting from such projects may be used by both the participant and the Habitat Trust,
- wherever appropriate the Habitat Trust will recover all reasonable expenses and operating costs from participants,
- the contribution from the participant to the Habitat Trust shall be agreed between the parties at an appropriate stage but no later than one year from the date of this compact and thereafter annually.

The Habitat Trust will act as trustee for all money and other resources received. It will use these to advance the objects and principles of the Habitat Trust and to support projects that advance this mission. The Habitat Trust may, in consultation with the contributing participant, invest all or part of the contribution to provide a continuing income for the Habitat Trust. To facilitate this arrangement the Habitat Trust will draw the terms of this Habitat Compact to the attention of all participants on a regular basis over an initial period of five-years.

Participant.....

Signed.....date.....

Print name.....

Signed.....date.....

Ross Mellor, Facilitator / Coordinator, Habitat Trust

Habitat Trust

[Participants agreeing to enter into this compact are invited to sign a copy of this document. Presentation parchments will then be prepared for final signature by the officers of the participating organisation and officers of the Habitat Trust.]