

THE JULIAN ASSANGE DEFENCE FUND

These are the Terms applicable to The Julian Assange Defence Fund (“the Fund”) This is a fund through which well-wishers can assist Julian Paul Assange (“Julian”) with financial support to defend legal proceedings against him. All contributions to the Fund are received solely on the basis of these terms and Julian and all contributors agree to be bound by them.

Overview (see clause 33)

The Fund may only be used for Julian’s legal defence. It is held by Derek Rothera & Company chartered accountants in a specially designated bank account, and it can receive donations on Julian’s behalf. Details of the bank account are given below. The Fund is supervised by a voluntary Committee. If at the end of all litigation there is a surplus in hand, efforts will be made to return the net balance in hand to contributors, other than anonymous contributors. Any remaining funds in hand will be given to charities or non-profit bodies which have freedom of speech or freedom of information as a principal aim.

Purposes and Definitions

1. The purpose of the Fund is to pay for or towards Julian’s legal costs in defending or bringing any litigation in any court (civil or criminal) and whether in the UK, Sweden, the US, or any other jurisdiction. Such litigation includes the defence of criminal charges or other formal process already brought or which may be brought against Julian personally in Sweden and the USA and extradition processes relating to those charges or other formal process.

2. The purpose of the Fund also covers paying for or towards expenses in connection with any legal or administrative matters which the Committee (see below) considers are reasonably necessary to defend or protect Julian. By way of example, these expenses could be or be concerned with extradition, release from arrest, dealing with bail or surety/security for bail (but it will not be used for the giving of security for the bail), the cost of obtaining legal advice and legal services for him and expert evidence, payments ordered by any Court to be made to any opposing party, and the costs of operating and defending the Fund.

3. In these Terms

“the Account” means any bank account holding any part of the Fund

“the Administrators” means the firm of accountants who for the time being hold or maintain the Account and the Fund

“the Committee” means the Committee as it is made up from time to time.

“Expenses” means all the payments which can properly be paid out of the Fund under paragraphs 1 and 2.

“the Fund” means The Julian Assange Defence Fund

“the Litigation” means any kind of legal process whatsoever

“the Purposes” means all the permitted purposes of the Fund under paragraphs 1 and 2.

Administration

4. The Administrators of the Fund are Derek Rothera & Company Chartered Accountants (www.rothera.com) of Units 15 & 16, 7 Wenlock Road, London N1 7SL (Reference DR/DM). The Administrators hold the Fund in a designated client account with:

Bank: Lloyds TSB Bank

Name of Account: “Derek Rothera & Company Client a/c - Julian Assange Defence Fund”

Account number: 24345160

Sort code: 30-94-57

BIC/Swift code LOYDGB21158.

IBAN: GB76 LOYD 309457 24345160

**Or you can donate by credit card via Paypal to email address:
action@rothera.com**

to which donations may be sent. The Administrators may use other designated accounts with the approval of the Committee. They are not obliged to put the Fund on deposit.

5. The Administrators will keep records of contributions into the Account and payments out of it, and shall establish procedures for dealing with applications for payments out of the Fund and for the Committee to authorise payments. The Administrators act professionally on the engagement of Committee. The Administrators are entitled to be paid their proper fees out of the Fund for the work they do in connection with operating the Fund. The Administrators will be the sole signatories on the Account.
6. The Committee may engage paid staff and appoint professional advisors to assist with the administration of the Fund. If reasonably necessary, and with Julian’s approval, the Committee may change the Administrators from time to time. If a Committee member has personally acted in good faith they shall not be liable for the acts or omissions of the Administrators.

The Committee

7. The Fund and the Account are overseen by a voluntary Committee. The role of the Committee is to supervise the Administrators, to receive their reports, to authorise payments out of the Account and to give such other approvals and do such other things as are required under these Terms. But the Committee shall not have any Account vested in it or in any member of the Committee, nor hold any part of the Fund itself, nor retain in their hands any moneys of the Fund, subject to the right of reimbursement and indemnity under paragraph 12. If a member of the Committee receives any contribution from a Contributor it shall forthwith be handed to the Administrators.
8. The Committee shall have between three and twenty members. The first Committee members are Gavin MacFadyen, John Pilger and Susan Benn. The Committee may appoint additional Committee members or replacement members. Committee members may retire by giving written notice to the other Committee members, as long as at least three Committee members remain. If at any time the number of Committee members falls below three, those in post may appoint additional Committee members.

9. The Committee may set up subcommittees to carry out the work of the Committee, including local subcommittees for different jurisdictions which shall replicate the arrangements set out here as far as possible, with appropriate changes. Each subcommittee shall act with whatever autonomy the Committee as a whole delegates to it, but a majority of members of any subcommittee shall be members of the Committee, and a subcommittee shall report on its activities to the Committee as soon as reasonably possible.
10. If there are five or more Committee members, then the other Committee members acting unanimously may by written resolution remove a Committee member (including a subcommittee member) whose membership of the Committee they consider to be harmful to the purpose or reputation of the Fund.
11. A Committee shall reach its decisions by a simple majority, unless specified in these Terms or agreed otherwise by the Committee if it considers that a larger majority or unanimity is required for certain types of decision. The Committee may adopt and amend rules relating to its procedures and meetings and for the administration of the Fund, as long as these are consistent with the legal and professional rules which the Administrators must observe in relation to the Fund.
12. The Committee may do anything which is incidental or conducive to the exercise of its functions. The powers of the Committee may be exercised at its absolute discretion and from time to time as occasion requires. Committee members shall be entitled to be reimbursed their out of pocket expenses, and shall be entitled to an indemnity out of the Fund for any claims made against them personally arising out of their being or having been members of the Committee. But the Committee will not make any charge for their own time or charge any professional fees to the Fund.

Amendment of these Terms

13. The Committee may make amendments to these Terms from time to time if it considers that it is fair and reasonable to do so, with the approval of Julian or his authorised representative, as long as the amendments are consistent with the legal and professional rules which the Administrators must observe in relation to the Fund. Amendments may be retrospective in effect. Amendments must be published on the website of Derek Rothera & Company.

Contributions

14. Money contributed to the Fund, while it remains in the Account, belongs to Julian, but he gives the authorities and undertakings set out in paragraphs 25, 26 and 30. He undertakes for himself and his personal representatives that whenever required by the Administrators to do so, he will confirm these authorities and undertakings in writing in relation to specific payments of surplus moneys.
15. Contributors to the Fund are invited to identify themselves to the Administrators when making contributions only for the purpose of locating them if it becomes appropriate to make a repayment. Subject to any legal direction to the contrary, the names of Contributors to the Fund will be kept confidential to the Committee and the Administrators. A Contributor who does not provide both their name and a contact address (postal or email) shall be deemed to be an anonymous Contributor.
16. The Committee shall adopt a privacy policy and adhere to it.
17. All Contributors undertake that they do not stand to take any personal benefit from the Litigation, and are not funding it as a matter of business, and that their contribution is paid out of legitimate sources.

18. The Fund is not a charity or a US 501(c) organisation, so UK gift aid, US tax exemption and similar preferred status in other tax jurisdictions will not be available for contributions.
19. Contributors, the Committee and the Administrators have no right to intervene in any Litigation, nor to control its course or to be kept informed about it. Any legal advice given to Julian will be subject to normal lawyer-client privilege and will not be liable to be disclosed to the Committee, the Administrators or Contributors.

Payments out of the Fund

20. All payments out of the Fund will be made by the Administrators with the approval of the Committee, such approval not to be unreasonably withheld or delayed.
21. The Administrators and the Committee shall not knowingly allow any payments to be made out of the Fund which do not fall within the Purposes.
22. Payments out of the Fund falling within the Purposes may be made by payments to Julian for the purpose of discharging or recouping any Expenses, or to his duly appointed representative on his behalf, or direct to a third party to whom Julian is bound to make any payment including payments in settlement of fees or on account of fees. The receipt of Julian's authorised representative or of such a third party shall be a full discharge to the Administrators.

Winding-up and return of contributions

23. Contributors are not entitled to the return of any part of their contributions, except under paragraphs 25, 26 or 29.
24. At the conclusion of all the Litigation, or if at any earlier time the Committee considers that the Fund is no longer needed, or for any other reason whatsoever that it ought to be wound up, the Committee may direct the Administrators to wind up the Fund. On a winding up of the Fund the Administrators shall prepare final accounts, and pay any outstanding expenses of the Fund, including a reserve for the costs of dealing with any surplus moneys in hand, but subject to paragraph 20 (Committee approval).
25. The Administrators are irrevocably authorised by Julian on the winding up of the Fund to return surplus moneys to Contributors in such manner as the Committee considers to be fair and reasonable. This may include (but is not limited to) returning moneys pro rata; or on the basis that earlier contributions were expended before later contributions; or only if the contribution was above or below a specified amount; or only to the extent it is efficient and practical to do so.
26. The Administrators are also irrevocably authorised by Julian to return all or part of any surplus moneys to Contributors at any time if the Committee considers that the Fund is over-funded, following the same principles as in paragraph 25.
27. An anonymous Contributor, or a Contributor who has in the opinion of the Administrators indicated that they waive the right to repayment, will be treated as having irrevocably waived any right to return of their contribution.
28. For the purpose of returning contributions, the Administrators will be entitled to contact Contributors at their last known email or postal address, on one occasion only, and to assume that any Contributor who does not respond within 21 days has irrevocably waived their right to a return of their contribution.

29. If in any particular case the Committee considers that there are exceptional circumstances, the Administrators may return to a Contributor all or part of their contribution, notwithstanding paragraphs 23, 27 and 28.
30. At the conclusion of the winding up of the Fund, and after the Administrators have returned surplus moneys to Contributors in accordance with paragraphs 25 to 29, Julian irrevocably undertakes to authorise, and he hereby authorises, the Administrators to pay any surplus moneys actually in their hands to such charities or not for profit organisations in any jurisdictions which have freedom of speech or freedom of information as a principal aim. But the Administrators may keep back a reserve out of those surplus moneys for so long as they think necessary to meet any claims of any kind against the Fund.
31. For the avoidance of doubt, no Contributor may have returned to them more than the amount of their contribution, and any references to the return of surplus moneys by the Administrators refer only to surplus moneys actually in the hands of the Administrators.

Governing Law etc

32. These Terms are governed by English law and the Contributors, the Committee and the Administrators submit exclusively to the jurisdiction of the Courts of England.

Clause headings

33. The Overview and clause headings are for ease of reference only. They do not form part of these Terms or affect their meaning.

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