

Acknowledgement of Understanding

This form must be read, completed, and signed (before a witness) by the person claiming wrongful conviction. As this acknowledgement creates legally binding obligations upon you, it is suggested that you consult your existing legal counsel. Should you not currently have legal counsel, it is recommended that you seek independent legal advice.

- I have read the letter sent to me from the Griffith University Innocence Project.
- I understand the investigatory role of the Innocence Project in dealing with my case.
- I understand that the Innocence Project is operated by Griffith University, does not provide legal advice and is not governed by the Legal Profession Act 2007.
- I understand that Griffith University staff members, students and other volunteers ('Project Associates') will be working on my case. I understand that Griffith University, the Innocence Project and the Project Associates do not act as my solicitor or lawyer.
- I realise that Griffith University, in operating the Innocence Project, does not attract legal professional privilege. As a result, any documentation I provide to the Innocence Project may be accessible to the other side in any Court proceedings.
- I understand that Griffith University, as a statutory corporation, is subject to right to information processes giving members of the public the right to access a very wide range of documents in the University's possession. This right may extend to documents I provide to the Innocence Project, and to documents the Innocence Project may access on your behalf.
- I understand that, while the Griffith University will undertake its best efforts to ensure the safety and integrity of all documents provided to them, the Project may scan any documentation received by them and store that documentation electronically and I accept any risk associated with the scanning and electronic storage of that material.
- I also understand that, while the Griffith University Innocence Project will employ its best efforts to ensure the safety and integrity of all documents provided to them, I accept any risk associated with the transfer and storage of hard copy documentation.
- I understand that Project Associates will have signed a volunteer agreement agreeing to respect the confidentiality of information accessed by them through the Innocence Project. I appreciate though that Project Associates may be legally compelled to divulge information about my case pursuant to various processes of law, and that the confidentiality obligations of the Project Associates are subject to such compulsory disclosures.
- I am prepared to pay for any DNA testing that is required.

I have completed and enclosed the *Application Form*.

I understand that it may be a long time, possibly several months, before I hear back from the Innocence Project.

I acknowledge that, given the limited resources available to the Innocence Project, the large number of applications received and the strict guidelines under which the Innocence Project is operated, the Director, Griffith University Innocence Project, retains an absolute discretion to accept or reject cases. I also acknowledge that the Director, Griffith University Innocence Project, retains an absolute discretion to terminate the Innocence Project's involvement with my case at any time, even if my case has been accepted. These decisions of the Director, Griffith University Innocence Project are final and, due to resourcing constraints, reasons will not be provided for deciding not to investigate cases or for terminating existing investigations.

I agree that if the Innocence Project accepts involvement in my case, that I will assist the Innocence Project and the Project Associates in conducting their investigations, and provide prompt, concise and respectful responses to communications from the Innocence Project.

I hereby authorise the Innocence Project to communicate with my legal practitioners (including the legal practitioners I engaged to represent me in the Court proceedings resulting in my conviction), and any other organisations or persons regarding my case. Unless I provide written notification otherwise, I also authorise Griffith University and the Project Associates to communicate with me electronically, and I accept the risk that electronic communications are not always secure.

I hereby authorise the Innocence Project to obtain the release of my files and any other information about my case from my legal practitioners (including the legal practitioners I engaged to represent me in the Court proceedings resulting in my conviction), or any other organisations or persons, and to discuss my case with them.

I hereby authorise the Innocence Project to send to, or discuss with, a legal practitioner any of my information necessary to enable them to make an assessment of, or to decide whether they wish to accept, my case if it reaches this point.

I acknowledge and agree that, to the extent permitted by law, the maximum liability of Griffith University and the Project Associates to me (for negligence or otherwise) for any services provided to me through the Innocence Project or otherwise resulting from the activities of the Innocence Project, is limited \$50 in total. I acknowledge that this limitation of liability is granted for the benefit of Griffith University in its own right, and that Griffith University also holds the benefit of this limitation of liability on trust for the Project Associates and for each of them.

I hereby agree to the use of the information provided by me and information and documentation received by Griffith University Innocence Project relating to my case, to be used for research purposes associated with the Griffith University Innocence Project or in research which is similar to or an extension of the work of the Griffith University Innocence Project.

The handling of any information I provide to the Innocence Project and Griffith University will be governed by the University's Privacy Plan which can be viewed on line at <https://www.griffith.edu.au/about-griffith/corporate-governance/plans-publications/griffith-university-privacy-plan>. Griffith University will retain papers relating to services provided to me for seven years from the date they are provided to or accessed by Griffith University. Griffith University will then destroy those documents without reference to me. Griffith University may, in its discretion, keep documents electronically.

Executed as a Deed Poll by **Name** in the)
presence of:)

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) _____

Signature

Name (block capitals) NAME

The Applicant

Witness Signature _____

Witness Name (block capitals) WITNESS NAME _____

Witness Address _____
