

THE JOURNALISTIC SOURCE PROTECTION DEFENCE FUND

These are the Terms applicable to The Journalistic Source Protection Defence Fund (“the Fund”) This is a fund through which well-wishers can assist those individuals who provide information to journalists (“Journalistic Sources”) with financial support to legal proceedings against them in relation to their revelations. The Fund is not aimed to benefit one particular Journalistic Source but multiple beneficiaries that will be determined by the Fund as and when necessary. All contributions to the Fund are received solely on the basis of these terms and the benefiting Journalistic Sources and all contributors agree to be bound by them.

Overview (see clause 36)

The Fund may only be used for Journalistic Sources’ legal defence in relation to their revelations. It is held by Derek Rothera & Company chartered accountants in a specially designated bank account, and it can receive donations on Journalistic Sources’ behalf. Details of the bank account are given below. The Fund is supervised by a Committee which is unremunerated. If at the end of all relevant litigation there is a surplus in hand, remaining funds in hand will be given – upon the selection made by the Committee - to The American Civil Liberties Union of New York City, The Centre for Constitutional Rights in New York City, the Electronic Frontier Foundation in California, The Freedom of the Press Foundation in California, the Government Accountability Project in Washington DC, Reporters Sans Frontieres in Paris, or returned to its contributors.

Aims, purposes and definitions

1. The aim of the Fund is to protect journalistic sources, one of the basic conditions for freedom of the media, freedom of expression and maintenance and development of genuine democracy. Without such protection, sources may be deterred from assisting the media in informing the public on matters of public interest. As a result the vital public-watchdog role of the media may be undermined, and the ability of the media to provide accurate and reliable information may be adversely affected.
2. The purpose of the Fund is to pay for or towards Journalistic Sources’ legal costs in defending or bringing any litigation in the respective courts (civil or criminal) in any other jurisdiction in connection to their revelations. Such litigation includes, *inter alia*, the defence of criminal charges or other formal process already brought or which may be brought against Journalistic Sources personally in any jurisdiction and extradition processes or asylum relating to those charges or other formal process.
3. 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 Journalistic Sources. By way of example, these expenses could be or be concerned with extradition, release from arrest, dealing with bail or surety/security for bail, the cost of obtaining legal advice and legal services for them and expert evidence, and payments ordered by any Court to be made to any opposing party. The Fund can be used for fundraising and advocacy and the costs of operating and defending the Fund.
4. 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 2 and 3.

“the Fund” means The Journalistic Source Protection Defence Fund

“the Litigation” means any kind of legal process whatsoever

“the Purposes” means all the permitted purposes of the Fund under paragraphs 2 and 3

“the Journalist” means any natural or legal person who is regularly or professionally engaged in the collection and dissemination of information to the public via any means of mass communication

“the Beneficiaries” are those Journalistic Sources who received financial support from the Fund for the purposes of their legal defence, based on the decision of the Committee.

Administration

5. 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: “DR & Co – Journalistic Source Protection Defence Fund”

Account number: 30807160

Sort code: 30-94-57

BIC/Swift code LOYDGB21158.

IBAN: GB73 LOYD 309457 30807160

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

6. 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 the 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.
7. The Committee may engage paid staff and appoint professional advisors to assist with the administration of the Fund. If reasonably necessary 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

8. 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 15. If a member of the Committee receives any contribution for the Fund from a Contributor it shall forthwith be handed to the Administrators.

9. The Committee shall have between three and twenty members. The first Committee members are Julian Assange, Barbora Bukovska and Gavin MacFadyen. The Committee may appoint additional Committee members or replace existing members.
10. Committee members may resign or retire by giving written notice to the other Committee members, provided they give other members no less than fourteen clear day's notice of their intention to resign or retire. Such resignation or retirement will take effect in accordance with its terms, but only if at least three Committee members remain. If at any time the number of Committee members falls below three, those in post must appoint additional Committee members without unnecessary delay.
11. All Committee members serve on the Committee in their personal capacity and are independent of any organization and of the Administrators. Membership of the Committee is not transferable.
12. 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.
13. 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 or conduct inconsistent with the aims and purpose of the Fund.
14. The quorum of the Committee for conducting the business of the Committee is three or one third of the members (whichever is the higher) although all the members of the Committee may fix a higher quorum by simple majority decision. The Committee shall then 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.
15. 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

16. The Committee may make amendments to these Terms from time to time if it considers that it is fair and reasonable to do so, 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 & Co.

Contributions

17. 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.
18. The Committee shall adopt a privacy policy and adhere to it.
19. 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.
20. 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.
21. Contributors 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 the Journalistic Sources will be subject to standard lawyer-client privilege and will not be liable to be disclosed to the Committee, the Administrators or Contributors.

Payments out of the Fund

22. All payments out of the Fund will be made by the Administrators with the approval of the Committee.
23. 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.
24. Payments out of the Fund falling within the Purposes may be made by payments to the Journalistic Sources for the purpose of discharging or recouping any Expenses, or to their duly appointed representative on their behalf, or direct to a third party to whom the Journalistic Sources are bound to make any payment including payments in settlement of fees or on account of fees. The receipt of the Journalistic Sources' authorised representative or of such a third party shall be a full discharge to the Administrators.

Winding-up and return of contributions

25. Contributors are not entitled to the return of any part of their contributions, except under paragraphs 27, 29 or 30.
26. If 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 22 (Committee approval).

27. The Administrators are irrevocably authorised by the Committee 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.
28. On the winding up of the Fund, any surplus monies shall be, on a selection by the Committee, given to either The American Civil Liberties Union of New York City, The Centre for Constitutional Rights in New York City, the Electronic Frontier Foundation in California, The Freedom of the Press Foundation in California, the Government Accountability Project in Washington DC, La Quadrature du Net in Paris and Reporters Sans Frontieres in Paris.
29. An anonymous Contributor, or a Contributor who has in the opinion of the Administrators indicated that they do not wish to be eligible for repayment will not receive surplus monies at any time.
30. 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 eligibility to a possible return of their contribution.
31. 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 25, 29 and 30.
32. At the conclusion of the winding up of the Fund, and after the Administrators have returned surplus moneys to Contributors in accordance with paragraphs 27 to 31, The Committee irrevocably undertake to authorise, and they hereby authorise, the Administrators to pay any surplus moneys actually in their hands to a selection by the Committee, from The American Civil Liberties Union of New York City, The Centre for Constitutional Rights in New York City, the Electronic Frontier Foundation in California, The Freedom of the Press Foundation in California, the Government Accountability Project in Washington DC, La Quadrature du Net in Paris and Reporters Sans Frontieres in Paris.
33. 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.
34. 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

35. 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 in relation to the Fund.

Clause headings

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