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# **Diverse Women’s Mentoring Association Inc. Barrister agreement**

**Barrister Shadowing Program Terms & Conditions**

The following terms and conditions (**“Terms”**) applies to a barrister (**“Barrister”**) who is matched with a Diverse Women’s Mentoring Association (**“DWMA”**) student (**“DWMA Student”**) pursuant to DWMA's Barrister Shadowing Program (**Program**).

The Terms are to be read in conjunction with the following DWMA policies:

1. DWMA Privacy Policy
2. DWMA Bullying, Harassment and Victimisation Policy
3. DWMA Anti-discrimination Policy
4. DWMA Social Media Policy

**Time commitment**

1. The Barrister understands that the Program will require a minimum time commitment of 5 working days spread over a 1- 2 week period (either consecutive or non-consecutive) and that the Barrister must be willing to give up some of his or her time to participate in the Program and communicate with the DWMA Student.
2. The Barrister may extend the Program beyond 5 working days at the Barrister’s discretion, subject to the availability of the DWMA Student.
3. The Barrister must provide DWMA with confirmation at the commencement of the Program regarding his or her availability to participate in the Program, which may affect DWMA's decision to match the Barrister with an appropriate DWMA Student.
4. The Barrister understands and agrees that if their circumstances change and they can no longer commit to the Program, the Barrister will at first instance, inform the DWMA Program Manager (**PM**) of this change. The Barrister and the PM will discuss the matter and reach agreement on the Barrister's ongoing participation in the program. The Barrister and PM will also agree on a mutually agreeable method of notifying their DWMA Student of any change in circumstances.
5. Any discussions between the Barrister and the PM will be kept confidential.

**Conduct and compliance**

1. The nature of the Barrister and DWMA Student relationship imposes particular responsibilities and duties on the Barrister. Because of the Barrister and DWMA Student roles, most Barristers are in a position of power relative to DWMA Students and must be mindful of this in their interactions with DWMA Students. Barristers are entrusted to guide DWMA Students and enter into the professional relationship with a commitment to assist DWMA Students to develop and learn in an environment that will support honesty, fairness and respect.
2. Mutual respect and the responsible exercise of power are fundamental to the way we treat each other. We respect the inherent dignity of all individuals, and we promote the empowerment of individuals through the Program.
3. Barristers are encouraged to develop positive and professional relationships with DWMA Students to support DWMA Students’ career outcomes and to achieve constructive interactions between DWMA Students and Barristers.
4. Whether certain conduct is professional and appropriate in the circumstances is a question of subjective judgment taking into account all the relevant circumstances. By way of guidance, all Barristers should:
	1. maintain an appropriate physical and emotional distance from DWMA Students;
	2. exercise judgment with respect to connecting with and contacting DWMA Students through social media platforms rather than through email; and
	3. refrain from divulging intimate personal information about themselves to DWMA Students.
5. By way of guidance, Barristers should:
	1. where possible in connection with the Program meet in professional or public venues, such as at Chambers, Court or a café;
	2. refer DWMA Students with support needs to DWMA and limit the Barrister’s role in providing personal support to DWMA Students as this is not part of their role;
	3. refrain from contacting DWMA Students very late after hours where practicable; and
	4. not seek intimate personal information from a DWMA Student except as relevant to the Program.

**Friendships and relationships with DWMA Students**

In this clause **close personal relationship** means: *A relationship between a Barrister and a prospective or current DWMA Student who is also a relative, a financially dependent person, a close friend, a de facto partner or any person with whom there is currently, or has been, an intimate relationship, and where there is actual, potential, direct or indirect professional contact of any sort between the Barrister and the DWMA Student. This does not include a relationship which exists and is auspiced by DWMA where the Barrister and DWMA Student are not relatives, financially dependent, or de facto or intimate partners*

1. DWMA Students are adults. DWMA appreciates that friendships can develop between Barristers and DWMA Students. In addition, Barristers and DWMA Students can socialise with each other in DWMA-related and other contexts, and pre-existing close personal relationships can exist prior to a DWMA Student or Barrister becoming a participant in a DWMA program.
2. A Barrister who forms a friendship and socialises with their DWMA Student will at all times act in an appropriate and professional manner towards the DWMA Student and follow the expectations detailed in this policy.
3. In the unusual circumstance that a Barrister and a DWMA Student develop a close personal relationship, the Barrister must take great care to ensure that it was entered into fairly, as equals and with no misuse of the power involved in the Barrister/DWMA Student relationship.
4. A close personal relationship that exists or develops between a Barrister and a DWMA Student must comply with all DWMA policies. Barristers must not enter into an inappropriate close personal relationship with DWMA Students.
5. Where a Barrister has a pre-existing close personal relationship with a person who later becomes a DWMA Student, the pre-existing nature of the relationship would be taken into account in the determination of whether the conduct in question is professional and appropriate under this procedure.
6. Social contact between Barristers and DWMA Students which arises outside of the DWMA context is not covered by this procedure (such as through mutual friends, or as members of a sporting club). However this procedure will apply to any external social contact once the Barrister and the DWMA Student come into contact through DWMA.
7. In assessing the appropriateness of a close personal relationship between a Barrister and a DWMA Student, relevant factors include:
	1. the social maturity of the DWMA Student;
	2. the age difference between the two individuals;
	3. any potential vulnerability of the DWMA Student;
	4. the DWMA Student’s personal circumstances at the time;
	5. the circumstances/venue/lucidity of the DWMA Student when the close personal relationship commenced or was initiated (for example, if the close personal relationship was pre-existing and entirely incidental to the Barrister/DWMA Student status);
	6. the special family, kinship and elder relationships that exist within indigenous communities and between indigenous DWMA Students and Barristers; and
	7. the ability of the Barrister to influence the career progression of the DWMA Student; and
	8. the extent of the power imbalance between the two individuals.
8. It will often be difficult for a Barrister involved in a close personal relationship with a DWMA Student to make an objective assessment of its appropriateness and accordingly they are encouraged to seek advice to ensure they have not involved themselves or DWMA in unlawful or inappropriate conduct.

**No remuneration**

1. The Barrister understands and agrees that participation in the Program is voluntary and that there is no expectation that any expenses incurred by the Barrister will be paid for by DWMA or the DWMA Student.
2. The Barrister will make best endeavours and use judgment in recommending and agreeing on meeting places to conduct their Program sessions. For example, the Barrister will not recommend or agree to activities that will bring about exorbitant expenses for either party (eg; International calls, Driving from Melbourne to Wangaratta to attend circuit matters etc).

**Advice**

1. The Barrister understands that any advice given to the DWMA Student is advice given *from* the Barrister, and does not in any way represent DWMA’s views. The Barrister must not misrepresent to the DWMA Student that their advice represents DWMA’s views.
2. The Barrister understands and agrees that DWMA cannot be held liable for any resulting consequences experienced by the DWMA Student because of advice given by the Barrister.

**Conflicts of interest**

1. The term ‘conflict of interest’ refers to a situation where a conflict arises for an individual between two competing interests. These are often, but not exclusively, interests of public duty versus private interests. This refers to a reasonably perceived, potential or actual conflict of interest. Conflicts of interest can involve financial or non-financial interests of the Barrister and the interests of a DWMA Student.
2. The Barrister must state at the beginning of the relationship if a DWMA Student works for an organisation that may be in conflict with their own line of business where it may be deemed inappropriate for a professional relationship to take place.
3. During the course of the professional relationship, should a conflict of interest for the Barrister arise, the Barrister will at first instance, inform the DWMA Program Manager (**PM**) of any potential conflict of interest. The PM will consult with the DWMA Board and discuss ways to manage the conflict. The Barrister will be notified promptly by DWMA of the recommended course and understands that if the conflict cannot be managed, the relationship with the DWMA Student may need to cease immediately. The Barrister and PM will also agree on a mutually agreeable method of notifying their DWMA Student of any change in circumstances.
4. Any discussions between the Barrister, PM and DWMA representative (where appropriate) of this nature will be kept confidential

**Confidentiality**

1. The Barrister understands and agrees that all matters discussed in communications and meetings with their DWMA Student are confidential and that it is necessary to keep information or knowledge gained from communications and meetings confidential.
2. The Barrister agrees that confidentiality and privacy of the DWMA Student, including any anecdotal stories told by their DWMA Student will be kept strictly confidential.
3. The Barrister understands that a breach of this clause may result in termination from the Program and further action, if DWMA or the DWMA Student deems appropriate.

**Behaviour and conduct**

1. Involvement in an inappropriate close personal relationship with a DWMA Student will result in possible termination of participation in the Program.
2. The Barrister will not under any circumstances attempt to sell products or services to the DWMA Student or profit in any way from the relationship.
3. The Barrister agrees that within the professional relationship with DWMA Student there will be no bullying, harassment, abuse or misconduct on the part of the Barrister and that failure to abide by this will also result in termination from the Program and further action, if DWMA or the DWMA Student deems appropriate.
4. The Barrister will enter into the professional relationship with their DWMA Student with a commitment to assist each other to develop and learn in an environment that will support honesty, fairness and respect.
5. Barristers are obliged to avoid engaging in any conduct towards DWMA Students that is unprofessional or inappropriate. Whether certain conduct is professional and appropriate in the circumstances is a question of judgment taking into account all the relevant circumstances.
6. By way of example of unprofessional and inappropriate conduct, Barristers should not be:
	1. engaging in conduct of a sexual nature with a DWMA Student whom is currently in the Program;
	2. engaging in exploitative dealings with a DWMA Student or using their position to their own personal advantage;
	3. discussing details of their own intimate and sensitive personal matters in one-on-one discussions with DWMA Students, such as their sexual relationships, mental health or financial position;
	4. borrowing or accepting money or other gifts from a DWMA Student or otherwise having a financial interest with a DWMA Student, except for token gifts at the conclusion of the formal Program;
	5. engaging in behaviour of a threatening or criminal nature, or which makes the DWMA Student feel unsafe, including stalking (repeated attempts to impose unwanted communication or contact, which elicit concern), sexual assault or bullying;
	6. any of the behaviour defined as “Sexual Harassment” under relevant DWMA policies; and
	7. engaging in any other conduct towards a DWMA Student which is unreasonable, unwelcome and could reasonably be expected to make the DWMA Student feel offended, humiliated or intimidated.
7. The Barrister will comply with all laws in connection with the Program and their relationship with the DWMA Student.
8. Unprofessional or inappropriate conduct towards a Barrister that is initiated by a DWMA Student is not acceptable and should be reported to DWMA by contacting the PM. A DWMA Student who is found to have acted inappropriately will be terminated from the program.

**Termination of the relationship or Program**

1. The Barrister understands that any concerns with their relationship with a DWMA Student will be communicated promptly with the PM to ensure that the matter is addressed.
2. If the relationship becomes less fruitful and productive for the Barrister and DWMA Student, then as the more experienced person, the Barrister must address the situation with the DWMA Student immediately, including by ending the relationship where appropriate. The PM will be kept informed of any decision made of this nature.
3. It is expected that the Barrister understands that all professional relationships may end for a variety of reasons and to not feel resentful about a termination of the relationship on behalf of the DWMA Student.
4. The Barrister understands and agrees that DWMA may cease the Program or the Barrister's participation in the Program at any time.
5. Without limiting the generality of the foregoing, DWMA may cease the Barrister’s participation in the Program if the Barrister’s integrity comes into disrepute or the Barrister breaches these Terms or engages in illegal, fraudulent, deceptive, misleading or defamatory conduct.

**DWMA Process**

1. The Barrister understands that their DWMA Student will be given a copy of their expression of interest form so that the DWMA Student has an understanding of the Barrister’s practice, areas of interest and desired attributes in a DWMA Student.

**Relationship**

1. Nothing in these Terms constitutes a relationship of Barrister and DWMA Student, principal and agent or partnership between DWMA and the Barrister.
2. The Barrister agrees that it does not have the right to act in the name of or to bind DWMA in any way and the Barrister must not assume or create (or attempt to assume or create), directly or indirectly, any obligation or liability of DWMA without the prior written consent of DWMA.

**Limitations of liability**

1. To the extent permitted by law, all implied conditions, warranties, guarantees and undertakings are expressly excluded and except as provided in this clause, DWMA is not liable for any Losses arising out of or in connection with any breach of contract by DWMA or any negligence of DWMA, its DWMA Students or agents and the Barrister releases DWMA from all Claims for such Losses.
2. To the extent permitted by law, if DWMA is liable for a breach of a guarantee implied by the Australian Consumer Law (not being a condition or warranty implied by Section 64 of the Australian Consumer Law). then its liability for a breach of any such guarantee shall be limited, at its option, to any one or more of the following:
3. in the case of goods: the replacement of the goods or the supply of equivalent goods; the repair of the goods; the payment of the cost of replacing the goods or acquiring equivalent goods, or the payment of the cost of having the goods repaired;
4. in the case of services: the supply of the services again, or the payment of the cost of having the services supplied again.
5. The Barrister acknowledges that he or she does not rely on, and that it is unreasonable for the Barrister to rely on, the skill or judgement of DWMA as to whether the goods are reasonably fit for the purpose for which the goods are being acquired or (and the Barrister acknowledges that it does not rely and that it is unreasonable to rely on DWMA’s skill or judgement) as to the fitness for purpose for which the services are being acquired and any materials supplied in connection with those services.
6. Without prejudice to any other rights DWMA may have against the Barrister, and to the extent permitted by law:
7. the Barrister shall indemnify and hold harmless DWMA for any Losses incurred by DWMA should the Barrister breach any of these Terms; and
8. the Barrister shall indemnify and hold harmless DWMA against any Claim made or initiated against DWMA by the DWMA Student or any third party in respect of any Loss, death or injury caused by or in any way attributable to the Program or the goods or services supplied by DWMA.
9. There is no need for DWMA to suffer Loss before enforcing the indemnities in this clause.
10. For the purposes of this clause:
11. “Losses” means any and all losses, costs, damages, liabilities, outgoings, payments, judgments, penalties and expenses; and
12. “Claims” means any and all claims, demands, actions and proceedings.

**Governing law**

1. The laws of the State of Victoria of Australia govern these Terms. DWMA and the Barrister submit to the non-exclusive jurisdiction of the Courts of Victoria and the Federal Court of Australia.

**Contact**

1. General questions about the Program or any of the policies should be directed to the DWMA Program Manager at info@dwma.org.au
2. Queries or concerns about participation the Program or your DWMA Student should be directed to the Program Manager.

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# **Privacy policy**

This policy applies to all Barristers and DWMA Students who participate in activities as part of the Program.

This Privacy Policy applies to all personal information of Program participants collected by DWMA via the website located at [www.dwma.org.au](http://www.dwma.org.au) and email domain, info@dwma.org.au

**How to contact us about privacy**

Your privacy is very important to us. For that reason, please read the following details carefully and get in contact with us if you have any questions. You can contact us on info@dwma.org.au

**Collection and Purpose**

We may collect personal information from you if you input any personal information into the website and provide it via email upon our request.

The purpose for which we collect personal information is to facilitate the delivery of our Program, including but not limited to the following activities:

1. initiating contact with prospective Program participants;
2. distribution of contact details between Barristers and DWMA Students who have been successfully matched; and
3. maintaining DWMA’s email register for the purpose of sending updates, invitations to networking and social events and other ancillary purposes.

Provision of some personal information is optional. However, if you do not provide us with certain types of personal information, you may be unable to enjoy the full functionality of DWMA’s activities.

**Disclosure**

We customarily disclose personal information only to our service providers who assist us in operating the website. We will only disclose personal information to an unrelated third party with your consent.

**Access and correction**

National Privacy Principle 6 of the Australian Privacy Act 1998 (Cth) allows you to get access to, and correct, the personal information we hold about you in certain circumstances. If you would like to obtain such access, please contact us on the details set out above.

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# **Harassment, bullying and victimisation policy**

**Application**

**DWMA Program**

This policy applies to all Barristers and DWMA Students who participate in activities as part of the Program.

These activities may take place:

* on work premises such as an office environment;
* elsewhere where activities are undertaken in the course of any interactions between the Barrister and DWMA Student; and
* at any networking and meet-and-greet activities hosted by DWMA, such as social functions.

**Right to dignity and respect**

It is a Barrister and DWMA Student’s right to be treated with dignity and respect, and it is a Barrister and DWMA Student’s responsibility to treat others the same way.

**Application of policy**

DWMA is committed to fostering an environment free of all forms of harassment, bullying and victimisation, as prescribed by Commonwealth and state legislation.

DWMA is committed to meeting its legislative obligations relating to harassment, bullying and victimisation, and will take all reasonable, practicable steps to provide and maintain an environment free from these behaviours and behaviours and actions that may victimise or vilify.

An internal grievance resolution process assists Barristers and DWMA Students to raise issues of concern. All complaints will be treated confidentially, seriously and sympathetically. No Barrister or DWMA Student will be penalised or disadvantaged as a result of raising any genuine concern or complaint.

Relevant and appropriate disciplinary action will be taken against anyone found to have breached this policy.

**Harassment**

**What is harassment**

Harassment is unwelcome behaviour which:

* offends, humiliates or intimidates another person; or
* is likely to offence, humiliate or intimidate another person.

The fact that no offence is intended by the behaviour does not mean that harassment has not occurred. If the behaviour has the effect of being offensive, humiliating or intimidating, that is usually enough.

Harassment may occur as a single act, a series of incidents, or persistent innuendos or threats. It can take many forms, be silent or loud, subtle or openly hostile, and it may be private or public.

**Examples of harassment**

The following examples may constitute harassment in the workplace:

* swearing in the workplace;
* gossiping about a person;
* making, circulating or displaying jokes containing inappropriate or offensive content;
* intrusive enquiries into another person's personal life, including his or her religion, family or private matters;
* constantly monitoring what someone else is doing, giving negative criticism or "nitpicking";
* openly displaying pictures, posters, graffiti or written materials which might be offensive to some; and
* communications via phone, email or computer networks which are threatening, abusive or offensive to others.

**Sexual harassment**

**What is sexual harassment?**

Sexual harassment occurs when a person makes an unwelcome sexual advance, an unwelcome request for sexual favours or engages in any other unwelcome conduct of a sexual nature in relation to another person.

**Examples of sexual harassment**

Sexual harassment often relates to a misuse of power to create an unequal mentoring relationship. Sexual harassment may take various forms, such as:

* sexual advances and requests for sexual favours;
* inappropriate physical contact or unnecessary familiarity;
* offensive comments on physical appearance, dress or private life;
* lewd jokes;
* public display of pornography in the workplace, including on the internet by email, or on mobile phones;
* wolf whistling;
* unsolicited physical contact, such as patting or pinching;
* public display of nudity; and
* sexual violence, indecent or sexual assault.

Some of the above may also amount to a criminal offence.

This policy is **not** about prohibiting friendships that may genuinely arise from the Program.

**Bullying**

**What is bullying?**

Bullying is a form of harassment. It includes repeated, unreasonable behaviour that demeans, intimidates, victimises, threatens or humiliates people, either as individuals or as a group.

Bullying is not necessarily related to an attribute a person has. Bullying may involve a risk to the work, health and safety of DWMA Students.

**Examples of bullying**

Bullying includes, but is not limited to, behaviours such as:

verbal abuse, threats, sarcasm or other forms of demeaning or intimidating language or communication;

* psychological harassment;
* physical intimidation;
* putting DWMA Students through initiation rituals; and
* ridiculing another's opinion.

**Victimisation**

Victimisation occurs when a person subjects another person to a detriment, or when a person incites hatred, contempt or ridicule in relation to a person or a group of people. DWMA considers all victimisation or vilification to be inappropriate and will not tolerate this kind of behaviour.

The following examples may constitute victimisation or vilification:

* refusing to work with, or cooperate with, someone because he or she has made a complaint of bullying; or
* making statements or wearing symbols or attire which incite hatred or intolerance.

**What to do if you have a complaint?**

DWMA aims to resolve all complaints of harassment, bullying and victimisation which may arise in the course of the Program. DWMA can only do this if Barristers or DWMA Students inform them about their complaints.

DWMA aims to treat all such complaints seriously, quickly and as confidentially as is reasonably possible.

If you think you are being harassed or bullied or both, you should not ignore the conduct, hoping it will go away. If you can, you should speak to the person responsible for the conduct and ask that person to stop.

If you do not feel that you can do this, or it doesn't work, you should talk to the Program Manager (PM).

The PM may be contacted at any time to discuss any complaint or enquiry. You may approach them for general advice or to discuss any issue.

Barristers or DWMA Students will not be disadvantaged or victimised for making a complaint.

DWMA aims to treat all complaints seriously, quickly and as confidentially as is reasonably possible.

**Conduct which breaches this policy**

Conduct which breaches this policy is unacceptable and, depending on the severity and circumstances, may lead to participation in the Program, and any future programs, being revoked. Further legal or disciplinary action may also be taken where appropriate.

This will apply regardless of the seniority of the particular Barrister or DWMA Student involved.

**Further information**

If you require further information, please contact DWMA at info@dwma.org.au

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# **Anti discrimination policy**

**Purpose**

DWMA is committed to fostering an environment free of all forms of discrimination. It is a Barrister and DWMA Student's right to be treated with dignity and respect and it is also the Barrister and DWMA Student's responsibility to treat others the same way.

DWMA is committed to meeting its legislative obligations relating to discrimination, and will take all reasonable, practicable steps to provide and maintain a working environment free from behaviours and actions that may be discriminatory.

An internal grievance resolution process assists DWMA Students to raise issues of concern, and all complaints will be treated confidentially, seriously and sympathetically. No Barrister or DWMA Student will be penalised or disadvantaged as a result of raising any genuine concern or complaint.

**Application of this policy**

This policy applies to all Barristers and DWMA Students who participate in activities as part of the Program.

These activities may take place:

* on work premises such as an office environment;
* elsewhere where activities are undertaken in the course of any interactions between the Barrister and DWMA Student; and
* at any networking and meet-and-greet activities hosted by DWMA, such as social functions.

**What is discrimination?**

Discrimination occurs when a person is treated less favourably than another person as a result of that person's individual characteristics, or because that person belongs to a particular group. Discrimination can be either direct or indirect.

Discrimination on the basis of the following characteristics is unlawful:

* race (including colour, nationality, religion, ethnic or ethno-religious origin);
* sex (including marital status, pregnancy or potential pregnancy, breastfeeding);
* sexuality (including sexual preference, transgender status or homosexuality);
* disability (including physical, psychiatric or intellectual disabilities);
* age;
* illness or injury;
* parental status or responsibilities as a carer; or
* membership or non-membership of a union.

No DWMA Student or Barrister is permitted to engage in discriminatory conduct in relation to his or her treatment of other Barristers and DWMA Students.

**What should Barristers and DWMA Students who have a complaint do?**

DWMA aims to resolve all complaints about discrimination which may arise in the course of the Program. DWMA can only do this if Barristers or DWMA Students inform them about their complaints. DWMA aims to treat all complaints about discrimination seriously, quickly and as confidentially as is reasonably possible.

If you think you are being unlawfully discriminated against, you should not ignore the conduct, hoping it will go away. If you can, you should speak to the person responsible for the conduct and ask that person to stop.

If you do not feel that you can do this, or it doesn't work, you should talk to the Program Manager (PM).

The PM may be contacted at any time to discuss any complaint or enquiry. You may approach them for general advice or to discuss any issue.

Barristers or DWMA Students will not be disadvantaged or victimised for making a complaint.

DWMA aims to treat all complaints seriously, quickly and as confidentially as is reasonably possible.

**Conduct which breaches this policy**

Conduct which breaches this policy is unacceptable and, depending on the severity and circumstances, may lead to participation in the Program, and any future programs, being revoked. Further legal or disciplinary action may also be taken where appropriate

.

This will apply regardless of the seniority of the particular Barrister or DWMA Student involved.

**Further information**

If you require further information, please contact DWMA at info@dwma.org.au

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# **Social media policy**

**Policy**

This policy applies to all Barristers and DWMA Students who participate in activities as part of the Program.

DWMA respects the right of Barristers and DWMA Students, as private citizens, to engage in public debate on political and social issues, whether on the radio, the internet, in newspapers or on television. This extends to Barristers’ and DWMA Students’ use of social media sites.

At the same time, DWMA expects all Barristers and DWMA students participating in the Program to fulfil their obligations and uphold the expected level of professional conduct and ethical behaviour when using social media.

It is critical that Barristers and DWMA Students exhibit a high standard of professional conduct, in order to maintain public confidence in DWMA’s goals and objectives.

Barristers and DWMA Students need to be mindful that content posted on social media sites is as public as if it were published in a newspaper or discussed at a public forum, and has the potential to be broadcast across the entire internet.

**Purpose**

This policy ensures that Barristers and DWMA Students are informed of the importance of managing the risks associated with use of social media that may:

* impact the reputation of DWMA;
* impact the safety of Barristers and DWMA Students; and
* result in a breach of DWMA’s policies, procedures or instructions.

This policy is for the mutual protection of DWMA, Barristers and DWMA Students, and is not intended to prevent, discourage or unduly limit Barristers’ and DWMA Students' expression of personal opinion or online activities.

**Scope**

**Definition of social media**

Social media includes the various internet-based applications that allow the creation and exchange of user-generated content. Social media enables individuals to communicate via the internet, sharing information and resources. Sites such as Facebook are a social utility that connect people with family and friends.

This policy covers, but is not limited to, the sites and services mentioned below, and is also intended to cover other social media services as they develop in the future. The sites and services are:

* social networking sites (eg Facebook, Instagram);
* professional networking services (eg Linkedln);
* video and photo sharing websites (eg YouTube, Instagram, Flickr);
* micro-blogging (eg Twitter);
* forums and discussion boards (eg Google Groups);
* online collaborations (eg Wikipedia);
* podcasting;
* blogs including corporate blogs and personal blogs; and
* blogs hosted by traditional media outlets.

**What is content**

Content is the information that is put onto social media sites, which includes text, audio, video, images, podcasts and other multimedia communications.

**Procedural instructions regarding use of social media**

**Public comment**

In engaging in in public debate on political and social issues, whether on the radio, the internet, in newspapers, on the television or social media sites, Barristers and DWMA Students should not:

* make comment as a representative of DWMA unless authorised to do so; or
* make comment, regardless of the connection with the Barrister or DWMA Student's involvement, that amounts to criticism sufficiently strong or persistent to give rise to a public perception that a Barrister or DWMA Student is not prepared to implement or administer the policies of DWMA as they relate to his or her duties.

**Bullying and harassment**

Just as bullying and harassment is not be tolerated in the course of any activities forming part of the Program, nor will it be tolerated where it occurs on a social media site.

Barristers and DWMA Students are not to post any adverse or critical content about any other Barrister or DWMA Student or individual on social media sites, including material which is offensive, obscene, bullying, discriminatory, hateful, racist, sexist, abusive, harassing, threatening or defamatory.

Barristers and DWMA Students may be held personally liable in relation to any ensuing litigation arising from such content being posted.

DWMA reserves the right to request that certain posts and inappropriate comments be removed from a Barrister or DWMA Student’s social media site.

**Confidentiality of information**

Barristers and DWMA Students are not to divulge or discuss any confidential or personal information obtained as a Barrister or DWMA Student. This includes information regarding DWMA operations, business, financial position, security, or activities.

Barristers and DWMA Students are not to identify any other DWMA Student or publish personal details or images about another Barrister or DWMA Student without his or her permission.

**Use of DWMA email or logo**

Under no circumstances are Barristers and DWMA Students to use DWMA logos as part of their personal social media activities.

**Security risks**

Social media sites can contain a significant amount of personal information. Accordingly, it is in the best interests of Barristers and DWMA Students to ensure appropriate and effective security and privacy settings are established, where available, to allow only restricted access to their sites. Barristers and DWMA Students, however, need to be mindful that regardless of the security and privacy settings, content may still be made public (eg, a contact may cut and paste comments onto another site) or may be illegally accessed by cybercriminals.

Furthermore, unintended invitees may gain access to a social network site through a linked association (eg, friend of a friend). Some individuals and organisations, including criminal organisations, use social media to mask their true identity and obtain personal information.

It is recommended that Barristers and DWMA Students exercise caution with respect to the type of information that they post on such sites.

**Reporting**

It is expected that all Barristers and DWMA Students will comply with this policy.

Barristers and DWMA Students who fail to comply with this policy may be subject to directions to withdraw posted material, or may lead to participation in the Program, and any future programs, being revoked. Further legal or disciplinary action may also be taken where appropriate.

All Barristers and DWMA Students have an obligation to immediately report any breach of this policy to the Program Manager.

**Further information**

If you require further information, please contact DWMA at info@dwma.org.au

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