

MEMORANDUM OF UNDERSTANDING

PARTIES:

The Ramsay Centre for Western Civilisation Limited (ABN 22 617 686 905) of 173 Macquarie Street, Sydney NSW 2000 ("**Ramsay Centre**")

The University of Queensland (ABN 63 942 912 684) of St Lucia, Brisbane QLD 4072 ("**UQ**")

BACKGROUND:

- A. UQ, as a leading global university conducting research and providing education in Queensland, is proposing to deliver and manage a program of study in western civilisation. In this capacity, UQ is committed to maintaining its autonomy over all key governance arrangements including academic and intellectual freedom.
- B. Ramsay Centre is an organisation seeking to advance education by promoting studies and discussion associated with the establishment and development of western civilisation, including through establishing scholarship funds and providing financial support for educational courses at certain universities.
- C. The parties enter into this Memorandum of Understanding ("**MOU**") to facilitate negotiations between the parties.

AGREEMENT:

1 DEFINITIONS

1.1 In the MOU:

"**Activities**" means:

- (a) UQ establishing, delivering and managing a Bachelor of Advanced Humanities (Honours) (Western Civilisation) and a Bachelor of Humanities (Western Civilisation) / Bachelor of Laws (Honours) to be funded by the Ramsay Centre; and
- (b) academic appointments, scholarships and summer school programs to be funded by the Ramsay Centre,

and **Activity** means any one of these;

"**Commencement Date**" means the date on which the last of the Parties executes this MOU;

"**Parties**" means the parties to this MOU and **Party** means either one of them;

"**Program**" means the program referred to in clause 6;

"**Funding Term**" has the meaning given in clause 5.1; and

"**Term**" means the period from the Commencement Date until 31 December 2019.

2 PURPOSE & SCOPE

- 2.1 The purpose of this MOU is to outline some key principles that should underpin the negotiations between the Parties to agree a mutually acceptable Philanthropic Agreement and develop a cooperative relationship between the Parties. The MOU outlines what the Parties believe to be some of the conditions necessary to reach a Philanthropic Agreement. While this MOU does not bind the Ramsay Centre to fund any proposal from UQ or UQ to present any final proposal to the Ramsay Centre, it does establish some key principles that would underpin any finally agreed Philanthropic Agreement. The Philanthropic Agreement, as a separate legally binding document, would outline, as is usually the case in such agreements, the purpose of the funding, the funding levels, payment schedule and stewardship framework required to secure the funding. This MOU does not create any exclusive relationship between the Parties that would prevent the Parties from pursuing, in their own right or with any other partner, activities similar to the Activities.

- 2.2 Except for rights and obligations arising from clauses 11 (Intellectual Property), 12 (Confidentiality), 13 (Public Statements) and 16 (Relationship of the Parties), which are intended to be legally binding, this MOU does not:
- (a) constitute or create, and may not be deemed to constitute or create a legally binding document;
 - (b) give rise to any legal relationship between the Parties; or
 - (c) create any enforceable rights or duties between the Parties.
- 2.3 This MOU summarises the main principles and governance arrangements upon which the Parties have agreed to pursue negotiations and investigations in relation to the proposed Activities and to consider drafting and negotiating legally binding documents for the purposes of undertaking those Activities. No Activities will be undertaken without the Parties entering into legally binding documents.
- 2.4 The Parties acknowledge that during their discussions and negotiations regarding this MOU (and any formal agreement contemplated under this MOU):
- (a) UQ is bound to follow applicable laws, rules, internal policies and procedures; and
 - (b) UQ may be required to obtain relevant professional advice (including Legal, HR and Finance) and internal approvals.

3 ACKNOWLEDGEMENT

- 3.1 UQ acknowledges the generosity of the late Paul Ramsay and his trustees. Both the Ramsay Centre and UQ affirm their commitment to the principle of academic freedom and acknowledge that the MOU, the Activities and the proposed Philanthropic Agreement will be consistent with UQ maintaining autonomy over all key governance arrangements, including, but not restricted to: course content, teaching standards, quality assurance, student admissions, assessment, examination and graduation of students, selection of scholarship applicants, marketing of programs, staff appointments, and academic and intellectual freedom, including as set out in UQ's Policies and Procedures, Code of Conduct and Enterprise Agreement.

4 TERM OF MOU

- 4.1 This MOU will take effect from the Commencement Date and will expire:
- (a) at the conclusion of the Term, unless the Parties agree to extend the Term in accordance with clause 4.3; or
 - (b) upon a party withdrawing its intention to cooperate under this MOU in accordance with clause 4.2.
- 4.2 A party may withdraw from their stated intention to cooperate under this MOU at any time by giving one months' prior written notice to the other party.
- 4.3 The Parties may extend the operation of this MOU by agreement in writing at any time prior to the expiry of the Term or the expiry of any extension of the Term.

5 DURATION AND REVIEW

- 5.1 It is proposed that the Ramsay Centre will provide funding as contemplated under this MOU to enable UQ to establish, deliver and manage the Program for a term of 8 years commencing in January 2020 ("**Funding Term**").
- 5.2 During the fourth year of the Funding Term, a panel of not more than 4 academics will review the Program. UQ and the Ramsay Centre will each have one representative on the review panel. The other two academics will be jointly selected by UQ and the Ramsay Centre.
- 5.3 The Ramsay Centre must notify UQ in writing by the end of the fourth year of the Funding Term whether it is prepared to extend the Funding Term or not.

- 5.4 The Ramsay Centre will fund the scholarships and staff needed to teach the Program for at least eight years. There will be a minimum of 5 in-takes of scholars into the Program. If, after the mid-term review in year 4, the Ramsay Centre decides not to extend funding beyond the Funding Term, no new scholarships will be awarded in years 6, 7 and 8 of the Funding Term. UQ will be responsible for any costs relating to scholarships and teaching that carry over beyond the initial eight year Funding Term.
- 5.5 UQ will submit an annual report to the Ramsay Centre following an agreed report format including a summary of student feedback on the courses and overall Program.
- 5.6 The Ramsay Centre acknowledges and agrees that UQ may continue to run the Program after the Funding Term and is not required to acknowledge the Ramsay Centre in connection with the Program after the Funding Term where it is not funded by the Ramsay Centre.
- 5.7 It is intended that the Philanthropic Agreement will continue for the Funding Term unless it is terminated for a party's material breach or insolvency.

6 THE PROGRAM

- 6.1 The proposed Extended Major in Western Civilisation ("**Program**") will be consistent with UQ's values and governance arrangements. It will be developed by staff at UQ, and go through UQ's course and program approval process.
- 6.2 UQ will develop and deliver the Program centred on a great books/objects approach and provide a structured, integrated, and inter-disciplinary humanities curriculum ranging from the Classical period to the present, consistent with the indicative curriculum considered by UQ's Academic Board on 1 July 2019 and presented to the Ramsay Centre Board. The Parties agree to consult over any proposed changes to the curriculum that may be reasonably required during the course of the Philanthropic Agreement.
- 6.3 The Program will be available in two pathways:
 - (a) Bachelor of Advanced Humanities (Honours) (Western Civilisation), (hereafter "**B.AdvHum (Western Civ)**")
 - (b) Bachelor of Humanities (Western Civilisation) / Bachelor of Laws (Honours), (hereafter "**B.Hum (Western Civ) / LLB**")
- 6.4 The Program will be consistent with UQ's values, be developed by the staff of UQ, be approved by UQ in its sole and absolute discretion, go through UQ's academic approval mechanisms and conform to the normal degree and combined degree structures of UQ.
- 6.5 A key feature of the teaching in the degree will be the small size of seminar/tutorial classes, which ordinarily will have no more than 10 students. The emphasis will be on student-centred learning and student engagement in discussion.
- 6.6 UQ acknowledges that the Ramsay Centre may collaborate with other Universities for the provision of substantially similar programs, degrees and subjects as that conducted under the Program.
- 6.7 The Parties will work together to gain mutually beneficial public visibility for the ongoing Program.

7 STAFFING AND TEACHING

- 7.1 The Ramsay Centre will fund 10 full-time equivalent academic staff to deliver the Program. One of the positions will be for a Director of the Program; this position will be required for the duration of the Funding Term. The other nine full-time equivalent academic staff will commence their positions in the Program in years 1, 2 and 3 of the Funding Term, on a range of contracts ordinarily used by UQ, according to a staffing schedule to be agreed between the Parties.
- 7.2 It is the current intention that new academic staff will be situated within the relevant disciplinary unit (School or Institute). Under that arrangement, their workload allocation will be determined by the Head of that unit in accordance with School norms and in accordance with the relevant clauses in UQ's Enterprise Agreement from time to time. Academic staff teaching on the Program will be employees of UQ and will be under UQ's sole direction and control.

- 7.3 UQ may invite existing staff to teach into the Program. UQ will advise the Ramsay Centre's CEO (or Academic Executive Officer) of any deployment of existing UQ staff into the Program and the rationale. UQ commits to recruiting, through an open and competitive process, at least 6 new staff.
- 7.4 The Ramsay Centre will fund a semester of research leave (sabbatical) for each academic staff member, to be taken some time after the academic has completed six consecutive semesters. This will be consistent with, and instead of, UQ's Special Studies Program.
- 7.5 Academic staff will be appointed on a range of contracts and academic levels. Appointments will be made through UQ's usual recruitment and appointment process and will be consistent with UQ's relevant policies and procedures.
- 7.6 Candidates for the various positions will be assessed by a selection committee. The Ramsay Centre CEO or Academic Executive Officer will be invited to be a member of the selection committee. All appointments will be chaired by a member of UQ's senior management; the chair has the ultimate authority over the outcome of the selection process.
- 7.7 In addition to the academic staff, the Ramsay Centre will fund up to two non-academic staff to support the Program and the extra-curricular activities including the semester abroad program, for the duration of the Funding Term. One of the positions will be a Centre Manager; this position will be required for the duration of the Funding Term. The other non-academic staff will commence in accordance with the staffing schedule to be agreed by the parties
- 7.8 Staff teaching on the two Program pathways will be assessed by the quality assurance mechanisms that apply to all courses and programs at UQ.
- 7.9 Marketing of the Program and Activities will be the responsibility of UQ unless the Parties agree otherwise. The Ramsay Centre may also promote the Ramsay UQ Scholarships and the AdvHum (Western Civ) and BHum (Western Civ)/LLB programs, including on its website, at scholarship information sessions and other Ramsay Centre public outreach events (including lectures, symposia, boardroom lunches, summer schools), using brochures and content provided by UQ. UQ will acknowledge financial assistance provided in relation to the Activities by acknowledging the Ramsay Centre. Other uses of marketing materials related to the Activities are to be determined by the agreement of the Parties.
- 7.10 The Parties acknowledge and agree that:
- (a) the Ramsay Centre representative, as an external representative on the selection panel, will not have any right of veto over the selection or deployment of UQ academic staff;
 - (b) academic/staff appointments will be undertaken in accordance with UQ's usual procedures and policies and recruitment processes;
 - (c) teaching, quality assurance, examination, assessment, administration of scholarships, selection of scholarship applicants, graduation, student services and student exchange in connection with Program scholars will be undertaken in accordance with UQ's usual procedures and policies and will be solely under UQ's ambit and control.

8 SCHOLARSHIPS

- 8.1 All students admitted onto either pathways will be admitted through the standard admission processes of UQ.
- 8.2 The Ramsay Centre will provide funding for 30 new Ramsay Scholars per year, for students to undertake either of the Program pathways, subject to suitable applicants being found. The scholarship selection panel in clause 8.8 will determine whether applicants are suitable and have met the criteria for allocation of the scholarship. The scholarship amount will be included in the Philanthropic Agreement.
- 8.3 The average length of scholarship will be 5 years. The length of the scholarship for the B.Adv Hum (Western Civ) will be 4.5 years. The length of the scholarship for the B.Hums (Western Civ) / B.Laws will be 5.5 years.

- 8.4 It is UQ's intention to divide each allocation of new students evenly, with up to 15 Ramsay Scholars on each pathway.
- 8.5 The Scholarships will be administered by UQ and governed by the usual scholarship processes of UQ. The criteria for the award of scholarships will be agreed between the Ramsay Centre and UQ (to be detailed in the Philanthropic Agreement).
- 8.6 UQ does not manage and control residential accommodation at its St Lucia campus. However, UQ will seek to secure residential places for all Ramsay Scholars in their first year.
- 8.7 Eligibility: students must normally be Year 12 students or have completed year 12 within the past 12 months at the time of application and be Australian Residents at the time of application.
- 8.8 Selection process: Selection of the applicants each year will be made by the Ramsay Scholarship Selection Panel, which will be chaired by a member of UQ senior management and include the Executive Dean of Humanities and Social Sciences (or nominee) and the Academic Registrar (or nominee). The Ramsay Centre will be invited to include the Ramsay Centre's CEO (or Academic Executive Officer) onto the Ramsay Scholarship Selection Panel.
- 8.9 The Ramsay Centre will fund one return airfare for each scholarship holder for an approved study abroad program.
- 8.10 Subject to availability of suitable space, UQ will consider making available space for the use of students and staff involved in the Program for the purposes of teaching, study, socialising and events. The Ramsay Centre will contribute funding as agreed to fit out this space to make it fit for purpose. The Parties acknowledge that UQ is currently unable to identify suitable space.

9 INVITATION

- 9.1 UQ will invite representatives of the Ramsay Centre to attend major social events, and relevant extra-curricular activities associated with the Program.

10 SUMMER SCHOOL

- 10.1 UQ will host a residential National Humanities summer program in Western Civilisation, subject to UQ receiving funding from the Ramsay Centre for that purpose. The timing of these summer Schools is to be determined at a later date, but not before January 2021 and not in successive years. In the case of summer schools hosted by UQ, the academic content will be jointly agreed by UQ and the Ramsay Centre.

11 INTELLECTUAL PROPERTY

- 11.1 UQ will own all intellectual property rights in materials created by it during the Activities (e.g. the curriculum, teaching materials, etc) and the Ramsay Centre will not have any proprietary rights in any intellectual property created by UQ during the Activities.

12 CONFIDENTIALITY

- 12.1 Information exchanged between the Parties under this MOU that is by its nature confidential or is designated by a Party as being confidential ("**Confidential Information**"), is to be kept confidential and may only be used by the receiving Party for purposes related to this MOU.
- 12.2 For the avoidance of doubt, the Parties acknowledge and agree that this MOU (once agreed and signed) is not Confidential Information and may be disclosed (once agreed and signed) to the public.
- 12.3 A receiving Party may not disclose Confidential Information to any other person other than to the receiving Party's employees and professional advisors, except:
 - (a) with the prior written consent of the disclosing Party;
 - (b) where required by law, in which case the receiving Party will, where possible, notify the other Party immediately of the required disclosure; or
 - (c) if the Confidential Information is already in the public domain other than as a result of a breach of this clause 12.

12.4 On termination or expiry of this MOU each Party will, or at the request of a Party at any time, the other Party will, subject to requirements at law to retain information, return, delete or destroy all Confidential Information belonging to the other Party (as directed by the other Party).

12.5 The obligations in this clause 12 survive expiration or termination of this MOU for 3 years.

13 PUBLIC STATEMENTS

13.1 Except as permitted by clause 7.9, a Party may not use the image or logo of the other Party without first obtaining the prior written consent of that Party for the intended use.

13.2 Subject to clause 13.3, a Party may not make any press releases concerning this MOU or details of Activities to be undertaken as a result of this MOU without consultation with the other Party where this is reasonably possible.

13.3 For the avoidance of doubt, the Parties are permitted to disclose this MOU (once agreed and signed) to the public. Nothing in this MOU limits the Parties from making statements (including in the case of UQ, to UQ staff and students) about this MOU or details of the Activities to be undertaken as a result of this MOU.

14 DISPUTE RESOLUTION

14.1 Any difference or dispute ("**Dispute**") which may rise between the Parties in connection with this MOU, must be discussed in good faith by the Parties using their best endeavours to resolve the Dispute.

15 COSTS AND GST

15.1 Nothing in this MOU obliges a party to:

- (a) incur any cost or expense;
- (b) undertake any work; or
- (c) take any action;

except as specified in any separate agreement executed by the Parties in connection with an Activity contemplated by this MOU.

15.2 Each Party will bear its own costs associated with the negotiation, preparation and execution of this MOU.

15.3 To the extent that a supply made by UQ, under or in connection with the arrangements contemplated by this MOU, is a taxable supply, the Ramsay Centre will pay an additional amount to UQ on account of GST.

16 RELATIONSHIP OF THE PARTIES

16.1 Nothing in this MOU constitutes any Party as an agent, partner or trustee of any other Party or creates any agency, partnership, joint venture or trust for any purpose.

16.2 The Parties do not have any authority or power to act for, or to create or assume any responsibility or obligation on behalf of the other Party.

17 VARIATION

17.1 This MOU may only be amended by the written agreement of the Parties.

18 GOVERNING LAW

18.1 This MOU is governed by the laws of Queensland.

19 NOTICES

19.1 Unless otherwise notified, the address details for each Party for the sending of notices are as follows and all notices must be in writing and sent to the address or email address below:

Ramsay Centre
Professor Simon Haines
CEO
The Ramsay Centre
173 Macquarie Street
Sydney NSW 2000

Ph: 02 9134 7900
Email: simon.haines@ramsaycentre.org

UQ
Professor Peter Høj AC
Vice-Chancellor and President
The University of Queensland
Brisbane QLD 4072

Ph: +61 (7) 3365 1300
Email: vc@uq.edu.au

EXECUTION

Executed by **The Ramsay Centre for Western
Civilisation Limited** by its officers in accordance with
section 127 of the *Corporations Act 2001* (Cth) and
by its CEO:

Signed for and on behalf of **The University of
Queensland:**

Signature

Hon John W Howard OM AC

Director and Chairman

Date:

Signature

Mr Peter Varghese AO

Chancellor

Date:

Signature

Professor Simon Haines

Chief Executive Officer

Date:

Signature

Professor Peter Høj AC

Vice-Chancellor and President

Date:

Signature

Larissa Hughes

Company Secretary

Date: