



## MEMORANDUM OF UNDERSTANDING

### PARTIES:

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

**The University of Wollongong** (ABN 61 060 567 686) of Northfields Avenue, Wollongong NSW 2522 ("**UOW**")

**The Paul Ramsay Ancillary Fund Proprietary Limited** (ACN 112 520 046) atf The Paul Ramsay Foundation ABN 29 773 138 940 ("**Ramsay Foundation**")

### BACKGROUND:

- A. UOW is an educational institution conducting research and providing education in the Illawarra region.
- 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 educational courses in partnership with universities.
- C. The Ramsay Foundation pursues the broad charitable purposes of the late Mr Paul Ramsay across several key sectors in Australia. One of those charitable purposes (which it holds in common with the Ramsay Centre) is advancing education, including by promoting studies associated with the establishment and development of Western Civilisation.
- D. To facilitate collaboration this Memorandum of Understanding ("**MOU**") establishes the foundation for the relationship between the parties.

### AGREEMENT:

#### 1. DEFINITIONS

##### 1.1. In the MOU:

"**Activities**" means collaborative activities including but not limited to:

- (a) University Partner of the Ramsay Centre for Western Civilisation to offer a Bachelor of Arts (Western Civilisation);
- (b) Financial support for academic appointments, scholarships and summer school programme;

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; and

"**Term**" means nine calendar years from the Commencement Date.

#### 2. PURPOSE & SCOPE

- 2.1. The purpose of this MOU is to develop a cooperative relationship between the Parties by facilitating the establishment, development and management of Activities which are mutually beneficial to the Parties, their staff and students. This MOU replaces any previous MOU entered between the Parties.

- 2.2. The Parties may collaboratively pursue other activities which are not specifically referred to in this MOU that are in accordance with the spirit of the MOU.
- 2.3. 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.
- 2.4. Except for rights and obligations arising from clauses 5, 6 and 10 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.

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.

### **3. DURATION**

- 3.1. 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 3.2; or
  - (b) upon termination in accordance with clause 7.
- 3.2. 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.

### **4. IMPLEMENTATION**

- 4.1. Curriculum
  - (a) UOW will develop and deliver a liberal arts degree centred on a great books/objects approach and provide a structured and integrated humanities curriculum ranging from the Classical period to the present, consistent with the indicative curriculum presented in the UOW EOI of November 2017. The program will also offer an optional honours year.
  - (b) The degree will be called BA (Western Civilisation).
  - (c) The degree will be approved through the appropriate UOW academic approval mechanisms.
  - (d) The degree will allow space for electives and/or another major in addition to the core program.
  - (e) Students taking the program will also be able to take double degrees where this aligns with UOW policy and degree structures.
  - (f) 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 8-10 students. The emphasis will be on student-centred learning and student engagement in discussion.
- 4.2. Staffing
  - (a) The Ramsay Centre will fund up to 10 full-time equivalent academic staff to deliver the core content of the degree and provide academic management of the program.

- (b) 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.
- (c) Academic staff will be appointed on a range of contracts and academic levels.
- (d) Candidates for the various positions will be assessed by a selection committee, including two suitably qualified academics nominated by the Ramsay Centre and agreed to by the UOW.
- (e) In addition to the academic staff, up to two non-academic staff will be recruited to support the program.

#### 4.3. Scholarships

- (a) The Ramsay Centre will provide funding for 30 scholarships per year for students to undertake the program in Western Civilisation either as a single degree or as part of a Double/Combined Degree. The Scholarship will be for a maximum of 5 years full-time study.
- (b) The Scholarships will be administered by UOW.
- (c) The UOW agrees to guarantee residential places for all first year Ramsay Scholars.
- (d) 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. They will normally be aged 16 to 21 when Semester 1 starts the following year.
- (e) Selection criteria: Scholars should normally be projected to receive an ATAR of at least 95. In addition to the ATAR, candidates will be assessed against a range of other criteria, including the Ramsay Attributes.
- (f) Selection process: Selection of the applicants each year will be made by the Ramsay Scholarship Selection Panel, which will include UOW academic staff and other nominated representatives, and representation from the Ramsay Centre.

#### 4.4. Ramsay Lounge

- (a) The UOW will make available a suitable interim space for the use of students and staff involved in the Western Civilisation 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.

#### 4.5. Visitation

- (a) Representatives of the Centre are invited to visit UOW to observe the teaching and facilities supporting the Ramsay funded program in Western Civilisation, and to attend all major social events for the program.

#### 4.6. Semester Abroad

- (a) The Ramsay Centre will fund one return airfare for each scholarship holder for an approved study abroad program.

#### 4.7. Summer School

- (a) The UOW will host a residential National Humanities summer program in Western Civilisation for up to 60 secondary school students for up to 6 days at least once every three years, commencing in January 2020. The administration of the program will be jointly managed by UOW and the Ramsay Centre.

#### 4.8. Review and Reporting

- (a) UOW will submit an annual report to the Ramsay Centre following an agreed report format; this report will include student evaluations of subjects.
- (b) During the fourth year of the program, a review will be carried out for the purpose of determining whether or not the Ramsay Centre will extend funding.
- (c) In the event a decision is taken by the Ramsay Centre not to renew funding beyond the eight years, the funding of existing scholarships will continue for the term of the initial 8 years; however, from year 5 on, in the wind-up period, no new scholarships will be funded in years 5, 6, 7 and 8 of the 8-year contract.

### 5. CONFIDENTIALITY

- 5.1. 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.
- 5.2. 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 5.
- 5.3. On Termination of this MOU, or at the request of the other Party, the Parties will return, delete or destroy all Confidential Information belonging to the other Party.
- 5.4. The obligations in this clause 5 survive expiration or termination of this MOU for 3 years.

### 6. PUBLIC STATEMENTS

- 6.1. A Party may not use the name, image or logo of the other Party without first obtaining the prior written consent of that Party for the intended use.
- 6.2. A Party may not make any press releases or public statements concerning:
  - (a) this MOU; or
  - (b) details of Activities to be undertaken as a result of this MOU;without the prior written consent of the other Party.
- 6.3. The Parties will work together to gain mutually beneficial public visibility for the ongoing relationship.

## **7. TERMINATION**

7.1. This MOU may be terminated:

- (a) by a party giving the other Party at least 3 months prior notice in writing; or
- (b) at any time by mutual written agreement.

7.2. The termination of this MOU will not affect the validity of any Activity agreement executed by the Parties as a result of this MOU.

## **8. DISPUTE RESOLUTION**

8.1. 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.

## **9. COSTS**

9.1. 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.

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

## **10. RELATIONSHIP OF THE PARTIES**

10.1. 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.

10.2. 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.

## **11. VARIATION**

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

## **12. GOVERNING LAW**

12.1. This MOU is governed by the laws of New South Wales.

## **13. NOTICES**

13.1. Unless otherwise notified, the address details for each Party for the sending of notices are:

### **Other Party**

Professor Simon Haines  
CEO  
The Ramsay Centre  
173 Macquarie Street  
Sydney NSW 2000  
Ph: 02 9134 7900  
Email: [simon.haines@ramsaycentre.org](mailto:simon.haines@ramsaycentre.org)

### **UOW**

Professor Theo Farrell  
Executive Dean,  
Faculty of Law, Humanities and the Arts  
University of Wollongong  
Northfields Avenue  
Wollongong NSW 2522  
Ph: +61 2 4221 3985  
Email: [tfarrell@uow.edu.au](mailto:tfarrell@uow.edu.au)

**EXECUTION**

Signed for and on behalf of **The Ramsay Centre for Western Civilisation:**

Simon Haines  
Signature

Simon Haines  
Signatory name

Chief Executive Officer  
Signatory Title

21/1/19  
Date of execution

Signed for and on behalf of **the Paul Ramsay Foundation Proprietary Limited atf The Paul Ramsay Foundation by:**

Peter John Evans  
Signature

DIRECTOR  
Signatory name

21/01/2019  
Date of execution

Signed for and on behalf of **University of Wollongong:**

Paul Wellings  
Signature

PAUL WELLINGS  
Signatory name

VICE-CHANCELLOR  
Signatory Title

21.01.2019  
Date of execution