

# MEMORANDUM OF UNDERSTANDING

## PARTIES

- 1 **The Ramsay Centre for Western Civilisation Limited** (ABN 22 617 686 905) of 173 Macquarie Street, Sydney NSW 2000 ("**Ramsay Centre**")
- 2 **Australian Catholic University Limited** (ABN 15 050 192 660) of 40 Edward Street, North Sydney NSW 2060 ("**ACU**")

## BACKGROUND

- A ACU is a multi-campus Catholic university conducting research and education across a broad range of discipline areas, including arts and humanities. ACU has recently committed to a university-wide strategy for Liberal Arts and as part of that strategy proposes to offer a program of studies in western civilisation. In managing and delivering this program ACU 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 educational courses in partnership with universities.
- C To facilitate collaboration this Memorandum of Understanding ("**MOU**") establishes the foundation for the relationship between the parties.

## AGREEMENT:

### 1. DEFINITIONS

In the MOU:

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

- (a) ACU establishing, delivering and managing a Bachelor of Arts (Western Civilisation) and related programs, such as an optional honours year, to be funded by the Ramsay Centre;
- (b) academic appointments, scholarships and summer school programs offered by ACU and 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;

"**Term**" means the term of this MOU determined in accordance with clause 4;

"**Funding Term**" means the term of the program funding under the Philanthropic Agreement referred to in clause 5;

## **2. PURPOSE & SCOPE**

- 2.1 The purpose of this MOU is to outline some key principles for developing a cooperative relationship between the Parties and establishing a mutually beneficial Philanthropic Agreement. While this MOU does not bind the Ramsay Centre to fund any proposal from ACU or ACU 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 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 7 and 8, 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 investigation 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) ACU is bound to follow applicable laws, rules, internal policies and procedures; and
  - (b) ACU may be required to obtain professional advice (including Legal, HR and Finance) and obtain relevant internal approvals.

## **3. ACKNOWLEDGEMENT**

ACU recognises the generosity of the late Paul Ramsay and his trustees and their commitment to the education of university students. Both the Ramsay Centre and ACU affirm their commitment to academic freedom and acknowledge that the MOU, the Activities and the proposed Philanthropic Agreement will be consistent with ACU's position on intellectual and academic freedom and ACU's 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, as set out in ACU'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) upon entry into the Philanthropic Agreement by the Parties; or
  - (b) upon a Party withdrawing its intention to cooperate under this MOU in accordance with clause 4.2.

- 4.2 The Parties acknowledge that during their discussions and negotiations regarding this MOU (and any formal agreement contemplated under this MOU):
- (a) a Party may withdraw from their stated intention to cooperate under this MoU at any time by giving one month's prior written notice to the other Party;
  - (b) 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. TERM OF PROGRAM**

- 5.1 This MOU assumes that under the Philanthropic Agreement to be signed the Ramsay Centre will fund the program for a period of at least 8 years, from commencement of classes in 2021.
- 5.2 During the fourth year of the Funding Term a panel of not more than four academics, including a representative from ACU and a representative from the Ramsay Centre, together with other academic members jointly selected by ACU and Ramsay Centre, will review the program.
- 5.3 The Ramsay Centre will inform ACU by the end of the fourth year of the Funding Term whether or not it is prepared to extend the Funding Term.

## **6. PROGRAM**

### **6.1 Curriculum**

- 6.1.1 ACU will develop and deliver a liberal arts degree centred on a great books approach and provide a structured and integrated humanities curriculum, consistent with the indicative curriculum developed by ACU prior to this MOU, ranging from the Classical period to the present. The program will also offer an optional honours year. The degree will be called BA (Western Civilisation).
- 6.1.2 The degree will be consistent with ACU's Mission, Vision and Values, be developed by ACU staff, be subject to approval by ACU at its sole and absolute discretion, go through ACU's approval mechanisms and conform to the normal degree and combined degree structures at ACU.
- 6.1.3 The degree will allow space for electives and/or another major in addition to the core program.
- 6.1.4 Students taking the program will also be able to take double degrees where this aligns with ACU policy and degree structures.
- 6.1.5 A key feature of the teaching in the degree will be the small size of seminar/tutorial classes (10 students). The emphasis will be on student-centred learning and student engagement in discussion. Students enrolled in other degree programs will be welcome to consider studying one or more units of the BA (Western Civilisation) where this fits their degree structures and regulations.

### **6.2 Staffing and Teaching**

- 6.2.1 The Ramsay Centre will fund for the Funding Term up to 10 full-time equivalent academic staff (one of whom will be the program director) to deliver the core content of the degree and provide academic management of the program.
- 6.2.2 The program will be located on the North Sydney campus. The current intention is for the program to sit within the National School of Arts.

- 6.2.3 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.
- 6.2.4 Academic staff will be appointed on a range of contracts and academic levels, and will be employees of ACU and under ACU's sole direction and control.
- 6.2.5 Candidates for the various positions will be assessed by a selection committee. ACU will invite two suitably qualified academics nominated by the Ramsay Centre to join the committee. All appointment panels will be chaired by a member of ACU's senior management and include a majority of ACU staff members. The chair has the ultimate authority over the outcome of the selection process conducted by the selection committee.
- 6.2.6 ACU may invite existing staff to teach into the program. The Parties acknowledge that the deployment of ACU staff is at the sole discretion of ACU. ACU will advise the Ramsay Centre's CEO or Academic Director of any deployment of existing ACU staff into the Program and the rationale. ACU commits to recruiting, through an open and competitive process, at least 6 of the 10 staff referred to in clause 6.2.1 as new staff.
- 6.2.7 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.
- 6.2.8 Marketing of the Program and Activities will be the responsibility of ACU unless the Parties agree otherwise. The Ramsay Centre may also promote the Scholarships and the Program, 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 ACU. ACU will acknowledge financial assistance provided in relation to the Activities by acknowledging the Ramsay Centre. Other use of marketing materials related to the Activities are to be determined by the agreement of the Parties.
- 6.2.9 The Parties agree that 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 ACU's usual procedures and policies and will be solely under ACU's control.

### 6.3 Scholarships

- 6.3.1 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. Scholarships will be offered for a maximum of 5 years full time study.
- 6.3.2 The Scholarships will be administered by ACU.
- 6.3.3 ACU will offer opportunities for student accommodation in central Sydney.
- 6.3.4 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.
- 6.3.5 Selection criteria: Scholars should normally be projected to receive excellent Year 12 results. In addition to the ATAR, candidates will be assessed against a range of other criteria, including the "Ramsay Attributes".

6.3.6 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 ACU senior management and include the Pro Vice-Chancellor Arts and Academic Culture (or nominee), ACU academic staff, other nominated staff and at least 2 academic representatives from the Ramsay Centre.

#### 6.4 Facilities

6.4.1 ACU will make available a suitable 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.

#### 6.5 Invitation

6.5.1 ACU will invite representatives of the Ramsay Centre to attend major social events for the program, and relevant extra-curricular activities associated with the Program.

#### 6.6 Semester Abroad

6.6.1 The Ramsay Centre will fund one return airfare for each scholarship holder for an approved study abroad program.

#### 6.7 Summer School

6.7.1 ACU may 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, subject to ACU receiving funding from the Ramsay Centre for that purpose. The program will be jointly managed by ACU and the Ramsay Centre.

#### 6.8 Review and Reporting

6.8.1 ACU will submit an annual report to the Ramsay Centre following an agreed report format; this report will include student feedback on units and the overall Program.

6.8.2 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, new scholarships may be awarded but only for the remainder of the term of the funding agreement.

6.8.3 Any scholarships awarded may only be awarded lengths of time not exceeding the duration of the remaining funding period.

### 7. CONFIDENTIALITY

7.1 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.

7.2 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.

7.3 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 7.
- 7.4 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.
- 7.5 The obligations in this clause 7 survive expiration or termination of this MOU for 3 years.

## **8. PUBLIC STATEMENTS**

- 8.1 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.
- 8.2 Subject to clause 8.3, 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 consultation with the other Party where this is reasonably possible.
- 8.3 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 ACU, to ACU staff and students) about this MOU or details of the Activities to be undertaken as a result of this MOU.
- 8.4 The Parties will work together to gain mutually beneficial public visibility for the ongoing relationship.

## **9. TERMINATION**

- 9.1 This MOU may be terminated:
- (a) by a Party giving the other Party notice in writing in accordance with clause 4.2; or
  - (b) at any time by mutual written agreement.
- 9.2 The termination of this MOU will not affect the validity of any Activity agreement executed by the Parties as a result of this MOU.

## **10. DISPUTE RESOLUTION**

- 10.1 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.

## **11. COSTS**

- 11.1 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.

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

## **12. RELATIONSHIP OF THE PARTIES**

12.1 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.

12.2 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.

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

## **13. VARIATION**

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

## **14. GOVERNING LAW**

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

## **15. NOTICES**

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

### **Ramsay Centre**

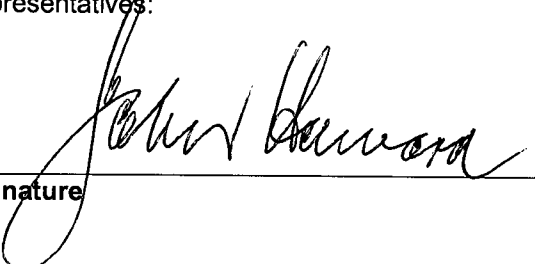
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### **ACU**

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Deputy Vice-Chancellor, Coordination  
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40 Edward Street  
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Ph: 02 9465 9279  
Email: [DVC.Cordination@acu.edu.au](mailto:DVC.Cordination@acu.edu.au)

## Execution


Executed by **The Ramsay Centre for Western Civilisation Limited** by its authorised representatives:

  
Signature

JOHN W HOWARD  
Signatory Name

CHAIRMAN  
Signatory Title

24<sup>th</sup> February 2020  
Date of Execution

  
Signature

SIMON HAINES  
Signatory Name

CHIEF EXECUTIVE OFFICER  
Signatory Title

24<sup>th</sup> February 2020  
Date of Execution

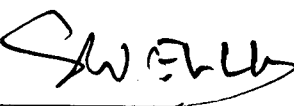
Executed by **Australian Catholic University Limited** by its authorised representatives:

  
Signature

GREG CRAVEN  
Signatory Name

VICE-CHANCELLOR AND PRESIDENT  
Signatory Title

24<sup>th</sup> February 2020  
Date of Execution

  
Signature

STEPHEN WELLER  
Signatory Name

CHIEF OPERATING OFFICER AND  
Signatory Title DEPUTY VICE-CHANCELLOR

24<sup>th</sup> February 2020  
Date of Execution