

UTR7.227 – THE GERRY HIGGINS CHAIR OF IRISH STUDIES

Recitals-

- A. In 1999 Mr J. Higgins of Glen Iris and Mr. A. Myers Q.C and Mrs. M. Myers, both of North Carlton, donated the sum of \$3,000,000.00 to establish the 'Gerry Higgins Chair of Irish Studies'.
- B. The donation was made subject to the terms of a collaboration agreement dated 21 June 1999 ('the agreement'), between the University and Newman College Council Incorporated ('Newman College') a copy of which is reproduced as the schedule to this University trust record.
- C. The agreement establishes a chair, to be called initially 'The Gerry Higgins Chair of Irish Studies' ('the chair') for the purposes of promoting interest and education in Irish Studies, including without limitation, history, culture, literature, medieval studies, music, religious studies, art and law.
- D. The agreement requires the University to use the fund to finance the full costs of supporting the chair, appoint a professor to the chair on its usual terms and conditions, support postgraduate scholarships and, if annual income remains, then with Newman College, to determine alternative purposes for such income.
- E. The chair is named for the father of one of the donors, Gerry Higgins, who emigrated from Connemara in Ireland and established Higgins Coatings, a commercial painting business, in Melbourne.
- F. At 6 June 2008 the fund amounted to \$5,775,363.95.

It is provided as follows-

- 1. The sum of \$5,775,363.95 and any accumulations and additions thereto forms a fund called 'The Gerry Higgins Chair of Irish Studies' ('the fund'), and the fund must be paid into an investment pool and remain there until Council directs otherwise.
- 2. The net annual income of the fund is to be used to finance the full costs of appointing a professor ('the professor') to the chair on the University's usual terms and conditions for such an appointment.
- 3. If the full cost of supporting the chair permits, the University must apply up to 10 per cent of the net annual income of the fund to support postgraduate scholarships in Irish Studies.
- 4. Any net annual income remaining after making the payments referred to in sections 2 and 3 must then be used for such other purposes as the University and Newman College determine.
- 5. The University must satisfy the additional obligations assumed by it in clauses 2.1, 2.2, 3.1, 3.5, 4.1, 5, 6.1, 10.4 (and may act pursuant to clauses 3.3 and 4.2) of the agreement.
- 6. The professor should act in accordance with clause 6.2 of the agreement.
- 7. If the University determines (after consulting Newman College) that the chair is no longer viable, the chair is thereby terminated, and the University must (after consulting Newman College) apply any monies or property remaining in the fund for another purpose associated with the teaching of and research related to Irish Studies. Any such expenditure must, at the time of such expenditure, be made in association with the name of the chair.

The Schedule -

COLLABORATION AGREEMENT

THIS AGREEMENT is made on 21 June 1999

BETWEEN

NEWMAN COLLEGE COUNCIL INCORPORATED

Registration No. A16552F, an incorporated association under the Associations Incorporation Act 1981 (Victoria) of 887 Swanston Street, Parkville, Victoria, 3052 ("College")

AND

THE UNIVERSITY OF MELBOURNE a body corporate and politic established under the University of Melbourne Act 1958 (Victoria), of Grattan Street, Parkville, Victoria, 3052 ("University")

RECITALS

- A. The College and the University have agreed to collaborate in the establishment of a Chair in Irish Studies at the University to be associated with the College.
- B. The Chair will be established and maintained in the manner hereafter provided

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Definitions

In this document unless the context otherwise requires:

"Chair" means the Chair of Irish Studies to be established and maintained by the University pursuant to this Agreement.

"Fund" means a fund to be established by the University to finance the Chair and all additions, accumulations, income and all accretions to the Fund from *time* to time.

1.2 Construction

In this document unless the context otherwise requires:

- (a) words importing:
 - (i) the singular include the plural and vice versa; and
 - (ii) any gender includes the other gender;
- (b) references to persons include corporations and bodies politic;
- (c) references to a person includes the legal personal representatives, successors and assigns of that person; and

- (d) references to a statute, ordinance, code or other law includes University trust records and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them.

1.3 Headings

Headings shall be ignored in construing this document

2. THE CHAIR

- 2.1 The Chair is established and shall be maintained for the purposes of promoting interest and education in Irish Studies, including without limitation, history, culture, literature, medieval studies, music, religious studies, art and law.
- 2.2 The Chair will initially be located in the University's Department of History, and will initially be styled the "GERRY HIGGINS CHAIR OF IRISH STUDIES".

3. THE FUND

- 3.1 The University agrees to establish and maintain the Fund.
- 3.2 The Fund shall be the source for financing the Chair.
- 3.3 All donations and gifts made to the University with a request that they be used for the purposes of the Chair may be applied by the University for the Fund.
- 3.4 The University may elect to provide other amounts to the Fund.
- 3.5 All payments accepted by the University on condition that they be used for the purposes of the Chair must be paid into the Fund.

4. UNIVERSITY'S DUTIES

- 4.1 Subject to clause 5, the University agrees that it shall:
- (a) establish and maintain the Chair and achieve and implement the objects and purposes of this document;
 - (b) use its reasonable endeavours to ensure from a financial perspective that the Chair is viable;
 - (c) promptly report to the College at all reasonable times with all information, explanations and advice which the College may require with respect to the Chair;
 - (d) appoint a professor to the Chair in accordance with clause 6;
 - (e) generally promote the Chair to current and prospective students;
 - (f) encourage a close association between the Chair and the educational activities of the College; and
 - (g) act with the utmost good faith with respect to the College;
 - (h) do all things which are ancillary or incidental to any of the above.
- 4.2 The University may in consultation with the College associate the Chair in accordance with the wishes of one or more benefactors of the Fund.

5. PRIOR CONSULTATION

In carrying out its duties under this Agreement, the University shall at all times consult

with and obtain the comments of the College prior to passing or implementing any material decisions with respect to the Chair including without limitation any decision to:

- (a) change the name of the Chair;
- (b) appoint a professor to the Chair under clause 6;
- (c) change the department in which the Chair is located;
- (d) terminate the Chair under clause 9; and
- (e) accept gifts and donations to the Fund.

6. PROFESSOR

6.1 The University shall appoint a professor to the Chair on the usual terms and conditions set by the University for such appointments. There will be a representative of the College on appointment committees.

6.2 It is the intention of the University and the College that the professor should show:

- (i) support for the educational activities of the College;
- (ii) a willingness and capacity to participate in the life of the College, for example through membership of the senior common room, occasional tutorials and lectures and/or student consultations;
- (iii) a willingness and capacity to develop and encourage Irish Studies within the University;
- (iv) a willingness and capacity to respond to and develop community interest in Irish Studies, particularly in contemporary Ireland and Irish communities outside Ireland.

7. POSTGRADUATE SCHOLARSHIPS

The University shall, if the full costs of supporting the Chair permit, apply up to ten percent of the annual income of the Fund for the support of postgraduate scholarships in Irish Studies, to be administered by the department in which the Chair is located.

8. PAYMENTS FROM THE FUND

The University shall ensure that the Fund is only used for the purposes contemplated by this document or for such other purposes as the University and the College determine.

9. TERMINATION

The Chair shall be terminated on such date as the University in its sole discretion determines that the Chair is no longer viable, provided that the University consults with the College before making such determination. In those circumstances, any property or moneys remaining shall, after consultation with the College, be devoted towards another purpose associated with the teaching of and research related to Irish Studies as such property or moneys will allow. The University shall ensure that whilst any part of the fund remains, any expenditure will be made in association with the name of the Chair at the time of making the expenditure.

10. MISCELLANEOUS

10.1 Governing Law

This document is governed by and shall be construed in accordance with the laws of

Victoria.

10.2 No Assignment

Neither party may assign its rights under this document without the prior written consent of the other party.

10.3 Amendment

This document may only be varied, supplemented or replaced by a document in writing duly executed by the University and the College.

10.4 Further Assurance

Each party shall promptly execute all documents and do all other things that the other parties from time to time reasonably require to effect, perfect or complete the provisions of this document and the transactions contemplated by it.

[Revoked and remade 14/7/08; revoked as a Regulation and certified as a University trust record 26/5/10]