

General Terms

1 Gift

1.1 Gift

- (a) The Donor acknowledges that it will make a Gift to the University by executing this document
- (b) This document is for the benefit of the University even though the University is not a party to it

2 Use of the Gift

2.1 Use of the Gift

The Donor requests that the University use the Gift for the "Use of Gift" set out in the Details, so far as practicable.

2.2 Residual funds

In the event residual funds remain from the Gift after fulfilment of the "Use of Gift", the University agrees, so far as practicable, to apply those residual funds in accordance with the instructions of the Donor as set out in the Details.

3 Governing law

3.1 NSW law

This document is governed by the law in force New South Wales.

4 Confidentiality

4.1 Public statements

To the extent practicable the Donor shall consult with the University before making any public statement in respect of the Gift and vice versa.

5 General

5.1 Terms and entire agreement

This document consists of the Details, these General Terms, the Special Terms and any annexures or schedules expressly incorporated and it constitutes the entire agreement about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

5.2 Inconsistency

If there is an inconsistency between a provision of the Special Terms, any annexures or schedules expressly incorporated in the Special Terms and these General Terms then the first-mentioned terms prevail.

5.3 No representations or warranties

The Donor acknowledges that in entering into this document it has not relied on any representations or warranties about its subject matter except as expressly provided by this document.

5.4 General interpretation

Unless the contrary intention appears, in this agreement:

- (a) references to the singular includes the plural and vice versa;
- (b) references to person or individuals include a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any government agency;
- (c) the words "include", "including" are not used as, nor are they to be interpreted as, words of limitation; and
- (d) headings are for convenience only and do not affect interpretation.

Special Terms & Conditions

1 Definitions

1.1 Faculty

The Faculty of Medicine at the University of Sydney, or its successor that is responsible for awarding the Scholarship.

1.2 Elective Term

The duration throughout which a student is placed at a **Facility** in the **Nominated Country**.

1.3 Donor

The word **Donor** is used in this Deed to refer to the person(s) responsible for the establishment of and/or ongoing responsibility for the Deed. However, because the word "donor" could also be interpreted to mean any person who has contributed to the Gift, the expression **Family Representative** is used as an alternative in the Special Conditions and Annexures.

1.4 Family Representative

The person(s) responsible for the establishment of and/or ongoing responsibility for the Deed on behalf of the Donor. The Family Representative role will exist in perpetuity. The current Family Representative is specified in Annexure A.

1.5 Endowment

The residual value of the Gift, after adjustments for additional contributions, earnings, fees and awards paid. Originally known as "The Dr Carl Richard Jackson Memorial Scholarship Fund", and established to perpetuate the memory of Carl Jackson.

1.6 Nominated Country

The country in which a Scholarship recipient is required to undertake the **Elective Term**. The current **Nominated Country** is specified in Annexure F.

1.7 Facility

The hospitals or other establishments in the **Nominated Country** where the **Elective Term** is undertaken.

1.8 Committee

The group responsible for the administration of the scholarship and for the recommendations for awards of the Scholarship. The current composition of the **Committee** is defined in Annexure B.

2 Endowment Administration

2.1 General

(a) The **Endowment** shall be managed in accordance with the University's policies on investing for perpetual endowments.

(b) The total value of scholarships to be awarded each year will be determined in accordance with this policy.

(c) Should the scholarship not be awarded in any year, the funds allocated for that year will be retained in the **Endowment**, and not assigned for any other purpose.

(d) The **Family Representative** will be advised of the residual value of the **Endowment** on an annual basis.

2.2 Amendments

(a) If the **Faculty** determines that the use of the **Endowment** has become obsolete or unworkable, the special terms and conditions of this Deed may be modified with the written consent of the **Family Representative**.

(b) Should the above clause apply, but the **Family Representative** is unable to be identified, the **Faculty** may still define an alternative use of the Fund, provided that it follows the **DONOR INTENT** as set out in the "Details" of the Deed, as closely as is reasonably practicable.

(c) In any event, the **SCHOLARSHIP IDENTITY** shall remain "The Dr Carl Richard Jackson Scholarship".

2.3 Change of Family Representative

(a) The **Family Representative** is responsible for advising the **Faculty** in writing of any change in contact details or change of **Family Representative**.

(b) In the event of the **Family Representative** being unable to fulfil the role, then she or he, or a person having power of attorney for the **Family Representative**, may appoint a new **Family Representative**, or a nominee on a temporary basis.

(c) In the event that the **Family Representative** has died, the administrator or executor of the **Family Representative's** estate will assume the role of **Family**

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Representative, until a new **Family Representative** is nominated.

(d) In the event that a **Family Representative** cannot be identified, the **Faculty** will assume the role. Should a member, or a descendant of a member, of Carl's family subsequently seek to undertake the role, the **Faculty** will, subject to due diligence, grant the request.

3 Scholarship Administration

3.1 Number and Frequency of Scholarships

(a) The **Faculty** will determine the scholarship amount and number of scholarships based on the residual value of the **Endowment** and the needs of the **Faculty** at the time.

(b) It is expected that the **Elective Term** will enable a student to obtain accreditation towards his or her degree. In the event that the **Elective Term** is no longer part of the curriculum, the Scholarship may still be awarded for a non-accredited **Elective Term**.

(c) The **Faculty** has the discretion not to award the scholarships if there are no applicants of sufficient merit or if circumstances in the **Nominated Country** are deemed unsuitable.

(d) The number of scholarships awarded in a year, and the amount of each scholarship, is defined in Annexures C and D respectively.

3.2 Scholarship Location

(a) At least 6 months before the closing date for the scholarship applications, the **Family Representative** and **Faculty** will jointly determine the **Nominated Country** for the relevant year.

(b) The **Faculty** will consult with the **Family Representative** before changing the **Nominated Country**.

(c) The **Nominated Country** must, at any specific time, be a single country, although the location and facility within the **Nominated Country** may be chosen by the recipient, subject to the agreement of the **Faculty**.

(d) The **Nominated Country** should be a developing country, preferably in the Asia-Pacific region.

(e) The **Elective Term** should be undertaken at a **Facility** where emergency and therapeutic, rather than discretionary cosmetic (e.g. liposuction), medical and surgical procedures are performed.

3.3 Selection Process

(a) The scholarship will be awarded by the Dean of the **Faculty** on the recommendation of the **Committee**.

(b) The **Faculty** will determine the composition of the **Committee** according to its needs from time to time. The current composition of the **Committee** is defined in Annexure B.

(c) The **Committee** will collaborate with the **Family Representative** throughout the selection process of candidates for the Scholarships.

(d) The **Family Representative** will participate in the final selection from the short-listed candidates. However, the **Committee** will make the final decision in relation to recommendations for awards of the Scholarships.

4 Scholarship Conditions

4.1 General Conditions

(a) A Scholarship is tenable for the **Elective Term** period only in the year for which it has been awarded.

(b) The Scholarship shall be offered annually and shall be open for competition among students meeting the eligibility criteria below.

(c) A student may hold this Scholarship in conjunction with other scholarships.

4.2 Eligibility Criteria

(a) Applicants must be Australian citizens.

(b) Applicants must be enrolled for an approved course in the **Faculty** at the University of Sydney and eligible to undertake the **Elective Term**.

(c) Applicants must indicate their willingness to undertake the **Elective Term** in the **Nominated Country**.

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(d) Applicants will be further assessed against selection criteria as defined in Annexure E.

4.3 Recipient Conditions

(a) On completion, each recipient will be expected to submit a report, and may be given the opportunity to provide a presentation, on the **Elective Term**.

(b) A recipient may be required to refund all or part of the scholarship if he/she fails to complete the intended **Elective Term**.

Annexures

Annexure

A. Family Representative

The **Family Representative**, as at the date of this Deed, is Mrs Cathy Jackson, the mother of Carl. Contact details are as per the Deed Poll.

Cathy is representing the surviving members of Carl's family, comprising Brian Jackson, father of Carl, Scott Jackson, brother of Carl and Renée Jackson, sister of Carl.

B. Composition of the Committee

The initial **Committee** comprises the University of Sydney Medical Elective Exchange Program Committee.

C. Number of Scholarships

Unless otherwise determined by the **Faculty**, two scholarships will be awarded each year.

The scholarships will be awarded to two students who, for reasons of safety, will travel together to the same location in the **Nominated Country** for their **Elective Term**.

D. Value of each Scholarship

It is anticipated that an amount not greater than, but approximately equal to, 5% of the **Endowment's** residual value will be awarded each year.

The value of the **Endowment** as at the date of this Deed is \$101,872.73

The initial value of each scholarship offered is \$2,500.

E. Selection Criteria

Candidates for the Scholarship must meet the Eligibility Criteria in clause 4.2 of the Special Conditions, and will be further assessed against the following desirable Selection Criteria:

- a) Demonstrate a strong interest in undertaking the **Elective Term** in the **Nominated Country**,
- b) Be at a sufficiently advanced stage in their training to be able to make a meaningful contribution during their placement,
- c) Indicate a willingness to undertake part of the placement in a rural environment,
- d) Indicate a preference for undertaking clinical experience working with and treating the local people, rather than administration or research,
- e) Demonstrate an appreciation of the challenges of working and living in the **Nominated Country**,
- f) Demonstrate resourcefulness and/or ability to overcome hardships and adversity,
- g) Demonstrate the ability to interact well with others,
- h) Meet other criteria agreed between the **Family Representative** and the **Committee**.

F. Nominated Country

The **Nominated Country** for 2009/2010 is Cambodia.

The Dr Carl Richard Jackson Scholarship

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Established in 2009 in memory of Dr Carl Richard Jackson MBBS 2007, by his parents, family and friends, to enable two candidates for the degrees of Bachelor of Medicine and Bachelor of Surgery (MBBS) to undertake an Elective Term together in a nominated country.

The scholarships are awarded under the following conditions:

1. The name of the scholarship is the Dr Carl Richard Jackson Scholarship.
2. The scholarship will be awarded by the Dean of the Faculty of Medicine on the recommendation of the Medical Elective Exchange Program Committee in consultation with a representative of the family of Dr Carl Jackson.
3. The Committee and the family representative will jointly determine in advance the country to which the Scholarship recipients will travel and this will be advertised for at least 6 months prior to the closing date for Elective applications.
4. The scholarship recipients must intend to complete the full elective term in the nominated country.
5. In general two scholarships will be awarded each year so that the two recipients travel together.
6. The value of the two scholarships will be up to \$2,500 each per annum depending on available funds.
7. The scholarships are tenable for the elective term period only.
8. The scholarship will be awarded to the two applicants who meet all the eligibility criteria, and best meet the additional desirable criteria.
9. To meet eligibility criteria, applicants must -
 - a. Be Australian citizens,
 - b. Be candidates for the degrees of Bachelor of Medicine and Bachelor of Surgery at the University of Sydney,
 - c. Have been accepted to undertake an Elective Term in the nominated country.
10. To fulfil the desirable criteria, applicants should:
 - a. Demonstrate a strong interest in undertaking the elective term in the nominated country,
 - b. Be at a sufficiently advanced stage in their training to be able to make a meaningful contribution during their placement,
 - c. Indicate a willingness to undertake part of the placement in a rural environment,
 - d. Indicate a preference for undertaking clinical experience working with and treating the local people, rather than administration or research,
 - e. Demonstrate an appreciation of the challenges of working and living in the nominated country,
 - f. Demonstrate resourcefulness and/or ability to overcome hardships and adversity,
 - g. Demonstrate an ability to interact well with others.
11. The scholarships may be held in conjunction with other scholarships.
12. A recipient may be required to refund all or part of the scholarship if he/she fails to complete the intended elective.
13. The recipients will each be expected to submit a report, of a minimum of 1500 words, according to the normal criteria for an elective report on completion of their elective term and will be given the opportunity to give a presentation on their elective term.
14. The Elective Committee has the discretion not to award the scholarships if there are no applicants of sufficient merit, or if the nominated country is deemed unsafe by the relevant department of the Australian Federal Government, or the Committee deems the nominated country unsuitable due to other circumstances.