

DR EILEEN FAIR MASTER'S SCHOLARSHIP

Disclosure of Terms and Conditions

These terms and conditions set out the relationship and expectations between recipients of the Dr Eileen Fair Master's Scholarship and the Eileen Fair Charitable Trust. If a student's application for a scholarship is successful, they will be asked to sign an agreement stating that they agree to abide by these terms and conditions, and any subsequent related terms.

INTERPRETATION

In these terms and conditions, unless the context requires otherwise, the following terms have the following meanings:

<i>Communications agent</i>	means the person engaged by the Trustees to undertake and oversee communications about the Dr Eileen Fair Master's Scholarship
<i>Scholar</i>	means a recipient of the Dr Eileen Fair Master's Scholarship
<i>Trustees</i>	means the Trustees of the Eileen Fair Charitable Trust, namely Paul Pearce, Patrick Fair, and Vanessa James
<i>Trustees' representative</i>	means the Trustee notified to the Scholar as their contact person, currently Vanessa James



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BACKGROUND

- A. The Trustees are duly appointed pursuant to Grant of Probate of the High Court of New Zealand in respect to the Estate of Eileen Eleanor Fair.
- B. The Trustees have established the "Dr Eileen Fair Master's Scholarship" ("Scholarship" in accordance with the terms of the Will and Probate of the late Eileen Eleanor Fair ("Eileen") to:

Provide an annual scholarship of \$35,000 to a Massey University student with a Manawatu connection who is studying environmental studies.

- C. The Dr Eileen Fair Master's Scholarship is \$40,000 inclusive of fees awarded to a student, selected by the Trustees, who meets the following criteria:
- Accepted for enrolment for a Master's in environmental studies ("environmental studies" means the topic undertaken must provide environmental benefit; study can be within any discipline).
 - Enrolled full-time, or willing to change to full-time enrolment if offered this scholarship.
 - New Zealand citizen or permanent resident.
 - Has a connection to the Manawātū region.
 - Demonstrates that their topic will:
 - close research gaps
 - have lasting impact on the community
 - involve the community
 - relate to one of: sea / river / wetlands / dry land / urban areas
 - relate to one of: environmental conservation / restoration / monitoring of such areas.
- D. Selection of the scholarship recipient is made on the basis of:
- Academic merit (25%)
 - Quality / relevance of the research and research plan (25%)
 - Quality / relevance of the community engagement plan (25%)
 - Alignment with the eligibility criteria (15%)
 - References (10%).



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CONDITIONS OF SCHOLARSHIP

1. The Scholarship will be offered to the Scholar on the following conditions:
 - (a) The Scholar provides proof of enrolment in a full-time Master's programme at Massey University, Palmerston North campus for the 2026 academic year.
 - (b) The Trustees and the Scholar agree that the Scholarship is provided to support the Scholar's research as set out in the Scholar's application for the Scholarship. Scholarship funds will be used for living expenses, fees, and course-related costs including conference and travel and laboratory and experimental expenditure. Funds may not be used to repay student loans related to other study.
 - (c) The Scholar must advise the Trustees' representative in the event of:
 - (i) any suspension from full-time study in the research as set out in the Scholar's application for the Scholarship;
 - (ii) any change of supervisor;
 - (iii) any change in the date of submission of the Scholar's thesis; and
 - (iv) any change of the Scholar's address or telephone number.

OBLIGATIONS OF THE TRUSTEES

2. The Trustees will:
 - (a) Pay the Scholar in two instalments as follows:
 - (i) On 1 April 2025, the sum of \$22,500, being half the amount of \$35,000 stipulated in Eileen's Will, plus \$5,000 towards the Scholar's fees; and
 - (ii) On 1 August 2025, the sum of \$17,500, being half the amount of \$35,000 stipulated in Eileen's Will.



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- (b) Promote the Scholar as the winner of the Dr Eileen Fair Master's Scholarship.
- (c) Provide encouragement and practical assistance to the scholar to support their research and further study.

OBLIGATIONS OF THE SCHOLAR

3. The Scholar will:

- (a) Co-design their research with the community as set out in the Scholar's application for the Scholarship;
- (b) Work with the Trustees' communications agent to promote community engagement and involvement in the Scholar's research;
- (c) Endeavour to make satisfactory academic progress on the research set out in the Scholar's application for the Scholarship;
- (d) Comply with the Eileen Fair Charitable Trust's Scholarship Communications Policy;
- (e) Notify the Trustees' representative in the event that the Scholar intends to undertake paid employment during the tenure of this Scholarship, and provide evidence that any such employment will not interfere with the Scholar's academic progress;
- (f) Report on their research and academic progress to the Trustees' representative in the following manner and using the reporting portal that will be advised to the Scholar:
 - (i) Six weeks after their 2026 start date:
 - A one-page report on progress by supervisor and Scholar and
 - A 30-second to 1 minute video outlining the project: OR
 - A presentation to the Trustees of the Scholar's research.



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- (ii) Three months after their 2026 start date, an establishment report.
- (iii) Six months after their 2026 start date, a mid-project progress report including:
 - Work achieved so far
 - Commenting on any discrepancies between work achieved and initial plan (as submitted in the Scholar's application for the Scholarship)
 - Intended future work
 - Any anticipated variations between intended future work and initial plan.
- (iv) Nine months after their 2026 start date:
 - Confirmation of progress towards submission by supervisor and Scholar.
 - A PR media video / statement.
- (v) Twelve months after their 2026 start date:
 - Confirmation of submission of thesis by supervisor.
 - A final report.
- (g) Agree to submit a research piece to a journal by their thesis submission deadline.
- (h) Notify the Trustees prior to publication of results reporting any significant research that may be shared with a broader audience.
- (i) Submit their completed thesis to Massey University for examination.
- (j) Submit their thesis to the Trustees via research@eileenfair.org.nz after any corrections requested by thesis examiners have been completed and approved.



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4. The Scholar acknowledges that any failure to comply with their obligations as set out in clause 3 above, and/or the Scholar's withdrawal from full-time study in the research set out in the Scholar's application for the Scholarship, may result in:
 - (a) Cancellation of the Scholarship; and / or
 - (b) Reimbursement to the Estate of any money paid under the Scholarship to the Scholar subsequent to the cancellation of the Scholarship, such money to be calculated on a pro-rata basis.

PRIVACY AND CONFIDENTIALITY

5. The Trustees will collect and hold the following information:
 - (a) The Scholar's name and contact information.
 - (b) Personal details provided by the Scholar to the Trustees, including in relation to background, interests and aspirations.
 - (c) Particulars of the Scholar's research (including photographs of and related to the Scholar's research).
6. The Scholar agrees that their Information may be collected and held by the Trustees for the purposes of:
 - (a) communication, internal decision-making, and record-keeping including maintenance of an historical archive.
 - (b) use in government applications, reports and other filings.
 - (c) publication online and/or in print (excluding contact information).



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RESOLVING ANY DISPUTES

7. If any dispute arises between the Scholar and the Trustees:
- (a) the parties will use all reasonable endeavours to resolve the dispute in good faith.
 - (b) If the parties cannot resolve the dispute within 20 working days from it arising, the dispute will be referred to mediation with a mediator agreed between the parties. If a mediator cannot be agreed on, a mediator will be appointed by the President for the time being of the Manawatu Branch of the New Zealand Law Society. The parties will pay their own costs but share equally in the cost of the mediator.
 - (c) If the dispute is not resolved at mediation, the dispute will be referred to a single arbitrator appointed by the President for the time being of the Manawatu Branch of the New Zealand Law Society. The arbitration will be completed in accordance and subject to the provisions of the Arbitration Act 1996. The decision of the arbitrator (including any decision as to which party will bear the costs of the arbitration) will be final and binding on the parties.
 - (d) Nothing in this clause precludes or prevents a party from seeking urgent interlocutory relief.

JURISDICTION

8. The conduct and operation of the Scholarship is made in New Zealand and its validity and performance shall be determined under New Zealand law. Any dispute which is to be litigated shall be submitted to a New Zealand Court.

AGREEMENT

9. The successful applicant will be required to sign an Agreement confirming their acceptance of these terms and conditions together with other specific terms and conditions pursuant to their particular application.

