

APPENDIX H in *Barnard Beginnings* by Annie Nathan Meyer

FROM a useful booklet published by Barnard College entitled, 'Charters, By-Laws and Intercorporate Agreement, with Amendments to December 4, 1930':

UNIVERSITY OF THE STATE OF NEW YORK PROVISIONAL CHARTER OF BARNARD COLLEGE

Whereas, Frederic R. Coudert, Annie Nathan Meyer, Francis Lynde Stetson, Ella Weed, and Silas B. Brownell, have submitted to the Regents of the University of the State of New York, their purpose to found an institution of learning in the city and county of New York, with the details of the plan on which and the funds with which it is intended to found and provide for the same, declaring their intention within the term of five years to fulfill the conditions required for an absolute charter, and have asked that the said institution be chartered by and made a part of the University of the State of New York;

Therefore, the Regents by virtue of the authority vested in them by law do hereby incorporate Mrs. Francis B. Arnold, the Rev. Arthur Brooks, A.M., Miss Helen Dawes Brown, A.B., Silas B. Brownell, LL.D., Mrs. William C. Brownell, A.B., Mrs. Joseph H. Choate, Frederic R. Coudert, LL.D., Noah Davis, LL.D., George Hoadly, LL.D., Hamilton W. Mabie, A.M., LL.B., Mrs. Alfred Meyer, George A. Plimpton, Esq., Mrs. John D. Rockefeller, Jacob H. Schiff, Esq., Francis Lynde Stetson, A.M., LL.B., Mrs. James S. T. Stranahan, Mrs. James Talcott, the Rev. Henry van Dyke, D.D., Miss Ella Weed, A.B., Everett P. Wheeler, A.M., LL.B., Miss Alice Williams, A.B., Mrs. Frances Fisher Wood, A.B., and their successors by the name of Barnard College. The said institution shall be subject to all regulations made by the Regents for colleges and shall be entitled to official visitation, to representation in the University Convocation, and to all other privileges of membership in the University enjoyed by like institutions.

In addition to the general powers of corporations conferred by statute and by the ordinances of the Regents of the University, it shall have power to confer on such persons as shall complete to the satisfaction of the faculty of the institution a course of study approved by the said Regents, the bachelor's degree in arts, science and literature, and in testimony thereof to award suitable diplomas under the seal of the corporation;

Diplomas and degrees conferred by the said college under the authority hereby granted shall entitle the holders thereof to all immunities and privileges allowed by usage or by law to the possessors of like diplomas and degrees from any college or university.

The charter hereby granted is and shall be a provisional charter and subject to revocation by the said Regents in the manner provided by law, unless within five years from the date hereof, the corporation hereby created shall submit to the Regents satisfactory evidence that it has fully complied with the conditions prescribed for an absolute charter, in which case this charter shall be replaced by an absolute charter.

IN WITNESS WHEREOF, The Regents have granted this charter and have caused to be attached thereto the seal of the University, done at the Capitol in Albany, August 8, 1889.

[SEAL]

H. R. PIERSON,
Chancellor.

MELVIL DEWEY,
Secretary.

The above charter was amended by the Regents December 10, 1889, and the charter as amended was issued January 15, 1890. The amendment was inserted after the words 'Barnard College' as follows:

'The number of trustees shall be and is hereby fixed at twenty-four and the above-named incorporators shall be and hereby are appointed trustees of said corporation. Seven shall be a quorum at a meeting of the trustees.'

UNIVERSITY OF THE STATE OF NEW YORK CHARTER OF BARNARD COLLEGE

Whereas, A petition for incorporation as an institution of the University has been duly received, and

Whereas, Official inspection shows that suitable provision has been made for buildings, furniture, equipment, and for proper maintenance, and that all other prescribed requirements have been fully met

Therefore, Being satisfied that public interests will be promoted by such incorporation, the regents by virtue of the authority conferred on them by law hereby incorporate the legal successors of Mrs. Francis B. Arnold, Rev. Arthur Brooks, Helen Dawes Brown, Silas B. Brownell, Mrs. William C. Brownell, Mrs. Joseph H. Choate, Frederic R. Coudert, Noah Davis, George Hoadly, Hamilton W. Mabie, Mrs. Alfred Meyer, George A. Plimpton, Mrs. John D. Rockefeller, Jacob H. Schiff, Francis Lynde Stetson, Mrs. James S. T. Stranahan, Mrs. James Talcott, Rev. Henry van Dyke, Ella Weed, Everett P. Wheeler, Alice Williams, Frances Fisher Wood, and their successors in office under the corporate name of

Barnard College

with all powers, privileges, and duties, and subject to all limitations and restrictions prescribed for such corporations by law or by the ordinances of the University of the State of New York. The first trustees of said corporation shall be the legal successors of the above-named incorporators under the provisional charter granted August 8, 1889, which is hereby replaced by this absolute charter.

This corporation shall be located in the city, county, and state of New York.

IN WITNESS WHEREOF, The regents grant this charter, No.814, under seal of the University, at the capitol in Albany, June 5, 1894.

[SEAL]

ANSON JUDD UPSON,
Chancellor.

MELVIL DEWEY,
Secretary.

PART V

AGREEMENT BETWEEN THE TRUSTEES OF COLUMBIA COLLEGE IN THE CITY OF NEW YORK AND BARNARD COLLEGE, NEW YORK CITY

THIS AGREEMENT, made the nineteenth of January, 1900, between

THE TRUSTEES OF COLUMBIA COLLEGE IN THE CITY OF NEW YORK, and BARNARD COLLEGE (hereinafter referred to respectively as 'Columbia University' or 'the University,' and 'Barnard College').

WITNESSETH:

For the purpose of incorporating Barnard College, a college for women, in the educational system of the University, it is mutually covenanted and agreed:

FIRST. That the President of the University shall be, *ex officio*, President of Barnard College, and if not already a Trustee of Barnard College he shall be so elected at the earliest opportunity. He shall preside at the meetings of the Faculty of Barnard College and shall have general supervision and direction of the educational administration of such College as in the other schools of the University.

SECOND. That the internal administration of Barnard College shall be conducted by a Dean, who shall be appointed by the President of the University, by and with the advice and consent of the Trustees of Barnard College. In the absence of the Dean, an Acting Dean may be appointed by the President.

THIRD. That Barnard College shall be represented in the University Council of Columbia University by its Dean, who shall have the right to vote in the University Council upon all questions. The Faculty of Barnard College shall consist of the President, the Dean, and all the professors on the staff of the University who give instruction in Barnard College.

Whenever Barnard College shall maintain ten or more professors in its Faculty it shall be entitled to a representative in the Council additional to the Dean.

FOURTH. That Barnard College shall provide for, support, and maintain such officers of instruction as may, from time to time, be agreed on, as follows, to wit:

They shall be nominated by the Dean of Barnard College, with the approval of the Trustees of Barnard College and of the President of the University, and shall be appointed and reappointed by the University according to its custom. Their standing shall be the same in all respects as that of other like officers in the University -- For all services rendered in the University by officers so appointed and for all services rendered in Barnard College by other officers of the University, payments shall be made by each corporation to the other in accordance with principles to be agreed on from time to time by the two Boards of Trustees concerned.

Members of the Faculty of Barnard College may be either men or women.

In the month of January in each year, or at such other time as may be mutually agreed upon, the Dean of Barnard College, with the approval of the Trustees of Barnard College, and after conference with the heads of Departments in such College, shall submit to the President of the University a statement, showing:

First. The estimated number of the students in each class at Barnard College for whom instruction is to be provided during the next academic year.

Second. The number and grade of officers of instruction, and amount of service desired in each subject.

Such statement shall be subject to the approval and revision of the President, upon all questions not reserved by this agreement to the Trustees or Dean of Barnard College.

FIFTH. That, on and after July 1, 1904, all of the instruction for women leading to the degree of Bachelor of Arts shall be given separately in Barnard College, except that courses open to Seniors of Columbia College which are counted towards a Teachers College diploma shall continue to be open to Seniors in Barnard College. Barnard College will assume as rapidly as possible all of the instruction for women in the Senior year, other than the courses leading towards a Teachers College diploma, without regard to the time limit contained in this section, and undertakes to maintain every professorship established at its instance, as herein before provided, so long as the services of the incumbent thereof or an equivalent therefor shall be rendered in Barnard College; and when Barnard College had adequately provided for its undergraduate work, it will, as its means allow, establish additional professorships in the University, upon foundations providing for courses which shall be open to men and women, to the end that opportunities for higher education may be enlarged for both men and women.

SIXTH. That the University will accept women who have taken their first degree on the same terms as men, as students of the University, and as candidates for the degrees of Master of Arts and Doctor of Philosophy under the Faculties of Philosophy, Political Science, and Pure Science, in such courses as have been or may be designated by these Faculties, with the consent of those delivering the courses, and will make suitable provision for the oversight of such women.

The University will confer the degree of Bachelor of Arts upon the students of Barnard College who shall have satisfactorily fulfilled in Barnard College the requirements of the University Statutes for that degree. The courses in Barnard College leading to the degree of Bachelor of Arts shall be determined and administered by its own Faculty, and all examinations for admission to Barnard College and in course shall be conducted under the authority of the Faculty of Barnard College. The diploma shall be signed by the President of the University and by the Dean of Barnard College. The degree of Bachelor of Arts conferred upon the graduates of Barnard College shall be maintained at all times as a degree of equal value with the degree of Bachelor of Arts conferred upon the graduates of Columbia College. The equivalency of the two degrees shall be maintained in such manner as the University Council may prescribe.'

SEVENTH. That, so long as this Agreement is in force, Barnard College shall grant no degree. It shall retain the right to grant certificates to students not candidates for a degree, and it shall exercise all other corporate rights and powers which are not delegated to the University by this Agreement. But this Agreement shall not be deemed a surrender by Barnard College of any powers conferred upon it by charter.

EIGHTH. That Barnard College shall retain its separate corporate organization, and that the Trustees of Barnard College shall continue to provide for the financial support thereof; it being distinctly understood and agreed that the University is and shall be under no implied obligation, responsibility, or liability, of any kind whatsoever, for the maintenance, support, direction, or management of Barnard College, or for the disbursement of the income thereof,

except as stated in Section 4 of this Agreement; and that all and every such obligation or liability shall be strictly limited to the duties and obligations expressly and in terms assumed and agreed to by the University.

NINTH. That for each student of the University pursuing courses in the College, the University shall pay the College at a rate to be agreed upon from time to time. For each student of the College pursuing courses in the University, the College shall pay to the University at a rate to be agreed upon from time to time. No payment shall be called for from one to the other on account of students or instructors receiving instruction as Fellows or Scholars, or otherwise without payment of fees for tuition either in the University or the College.

TENTH. That the libraries of the University and of Barnard College shall be open upon equal terms to all women students of the University and of Barnard College.

ELEVENTH. This Agreement may be modified at any time by mutual consent expressed in writing, and may be terminated at the end of any academic year, after one year's notice in writing from either party to the other.

TWELFTH. This Agreement shall take effect immediately.

IN WITNESS WHEREOF, the parties hereto have severally caused these presents to be executed, and their respective corporate seals to be hereto affixed the day and year first above written.

[SEAL]

THE TRUSTEES OF COLUMBIA COLLEGE
IN THE CITY OF NEW YORK, by
JOHN B. PINE,
Clerk.,

[SEAL]

BARNARD COLLEGE, by
GEO. A. PLIMPTON,
Treasurer.