



Australian Government

Department of Education and Training

Commonwealth Scholarship Agreement New Colombo Plan Scholarship Program

between the Commonwealth represented by
the Department of Education and Training

and

the New Colombo Plan Scholar/Fellow

2018

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Scholarship Agreement

Parties to this Agreement

The Commonwealth of Australia represented by the Department of Education and Training ('Us', 'We' or 'Our') ABN 12 862 898 150

[Insert scholar's name] ('You' or 'Your')

Your full legal name (as it appears on Your birth certificate, driver's licence or passport)	
Home address in Australia	
Telephone	
Email	

Background

- a. The Department of Education and Training administers the New Colombo Plan together with the Department of Foreign Affairs and Trade. We have responsibility for program management, including application processes and online systems, and are the first point of contact on administrative matters. The Department of Foreign Affairs and Trade has responsibility for strategic leadership and policy setting, and manages the program's budget, business liaison, Internships, Mentorships, public diplomacy and alumni.
- b. We have agreed to enter into this Agreement with You under which We will provide You with a Scholarship for the purpose of assisting You to undertake Your Scholarship Program.
- c. You agree to use the Scholarship and undertake Your Scholarship Program in accordance with this Agreement.
- d. We have entered into a services contract with Scope Global Pty Ltd ('Scope Global') to provide support services to You in connection with the New Colombo Plan Scholarship Program.
- e. Under the services contract, Scope Global is permitted to act as Our agent in executing this Agreement with You and enforcing the terms of this Agreement.
- f. Scope Global will execute this Agreement on behalf of and as agent for Us.

Scope of this Agreement

This Agreement comprises this document, Your Scholarship Application Form and any other document referenced or incorporated in the Scholarship Details.

In the event of any ambiguity or inconsistency, the item appearing higher in the below list will have precedence to the extent of the ambiguity or inconsistency:

- (a) the Supplementary Terms (if any) outlined at item G;
- (b) the General Conditions outlined in Schedule 1;
- (c) the Privacy Notice and Consent in Schedule 2;
- (d) the Scholarship Details outlined in items A-F;
- (e) Your Scholarship Application Form; and
- (f) any other document referenced or incorporated in the Scholarship Details.

This Agreement represents the Parties' entire agreement in relation to the Scholarship and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

Certain information contained in or provided under this Agreement may be used for public reporting purposes.

Scholarship Details

A. New Colombo Plan Scholarship Program

- A.1.1 The New Colombo Plan Scholarship Program provides scholarships to Australian undergraduate students, between 18 and 28 years of age (inclusive), to undertake a study component, participate in internship and mentorship opportunities and receive language training in a country in the Indo-Pacific region. It also encourages students to participate in community engagement and advocacy in relation to the New Colombo Plan Scholarship Program.
- A.1.2 Your Scholarship may be sponsored by Private Sector Organisation(s) for the duration of Your Scholarship Program. This may include in-kind benefits such as training opportunities.

B. Your Scholarship Program

Your Scholarship Program

- B.1.1 You must carry out Your Scholarship Program as specified in Your Scholarship Application Form. You understand that Your Scholarship Program cannot be new or continuation of a study abroad program that You commenced prior to 1 January 2018.
- B.1.2 You must:
- a. be a citizen of Australia and not be a citizen or permanent resident of Your Host Location(s);
 - b. commence Your Scholarship Program on the Scholarship Program Commencement Date (which must be between 1 January 2018 and 31 December 2018) and finish by the Scholarship Program Completion Date;
 - c. ensure that the Term of Your Scholarship Program (including any variations) is not less than 3 months or more than 19 months;
 - d. maintain enrolment at Your Home University during Your Scholarship Program, unless:
 - i. the Study Component of Your Scholarship Program completes the requirements for academic credit for Your Course of Study; and
 - ii. You subsequently undertake an Internship or Language Training.
 - e. ensure that Your Scholarship Program includes a Study Component which will count as credit towards Your Course of Study at Your Home University;
 - f. ensure that the Study Component of Your Scholarship Program is Full-Time and undertaken face-to-face (not online);
 - g. ensure that any Internship is undertaken on a Full-Time basis unless it is undertaken concurrently with the Study Component or Full-Time or part-time Language Training;
 - h. ensure that any Mentorship is undertaken on a part-time basis concurrently with a Study Component or a Full-Time Internship, or Full-Time Language Training;

- i. ensure that any Language Training is:
 - i. in a language that is an official language of the Host Location, or is widely spoken;
 - ii. undertaken in the same Host Location(s) as the Study Component or Internship;
 - iii. an intensive Full-Time program if it is being undertaken separate to, and not concurrently with, the Study Component or Internship; and
- j. not undertake another Australian Government funded off-shore scholarship during Your Scholarship Program (including under the New Colombo Plan Mobility Program).

General obligations during Your Scholarship Program

B.2.1 You must at all times during the Term of Your Scholarship Program or as otherwise indicated:

- a. comply with:
 - i. all laws of Australia and of Your location;
 - ii. the New Colombo Plan Guidelines Scholarship Program 2018 Round;
 - iii. rules of the Host Institution(s) (if any), Host Organisation(s) (if any) and Language Training Provider (if any);
- b. hold an appropriate visa for the Host Location(s) and any other location which You visit during Your Scholarship Program, as stipulated by the relevant authorities, and meet the requirements of that visa;
- c. conduct Your own independent inquiries and keep informed about the risks involved in overseas travel, including travel to the Host Location(s);
- d. accept responsibility for, and accord priority to, Your welfare and safety, including by registering, reading and subscribing to the relevant travel advice on the Smartraveller website (www.smartraveller.gov.au), and ensuring that adequate safety precautions have been put in place prior to departure from Australia;
- e. immediately prior to travelling to the Host Location(s) or any other location during Your Scholarship Program, ensure that the Host Location(s) or other location is not subject to the recommendation 'Do Not Travel' in the relevant travel advice on Smartraveller;
- f. if the travel advice changes to 'Do Not Travel' or You otherwise become aware of security issues while You are in a location while on Your Scholarship Program, You must notify Scope Global and comply with any directions with respect to Your security including to evacuate the location;
- g. liaise with the relevant Australian diplomatic mission in the event of any serious risk to Your safety or wellbeing during Your Scholarship Program;
- h. reside in the Host Location(s) and not travel outside the Host Location(s) unless notifying and gaining Scope Global's approval;
- i. not act in a way that We or the Department of Foreign Affairs and Trade consider may bring the New Colombo Plan Scholarship Program into disrepute, noting that New Colombo Plan Scholars play an important role as ambassadors for Australia;

- j. ensure that Your behaviour and actions support the aims of the New Colombo Plan Scholarship Program and contribute in a positive way to Australia's bilateral relationship with Your Host Location and that You keep these considerations in mind in Your day-to-day interactions, as well as in any public speaking or publishing You carry out while undertaking Your Scholarship Program;
- k. show good judgement in any media engagements and in Your use of social media on issues or in circumstances capable of being interpreted as reflecting on the New Colombo Plan Scholarship Program or as representing the views of the Australian Government;
- l. not use Your status as a Scholarship recipient to suggest that the Australian Government has endorsed Your business or Your employment;
- m. not engage in employment or activities generating income:
 - i. for more than 40 hours per fortnight; and
 - ii. without prior approval from Scope Global (paid or unpaid Internships/Mentorships or voluntary work is not considered employment, if approved by Scope Global);
- n. only commence an Internship/Mentorship if You have completed and Scope Global has approved an Internship or Mentorship Form;
- o. maintain regular contact with Scope Global by email, telephone or letter, at least once a month or more frequently as directed by Scope Global, including during any period of suspension and leave of absence;
- p. notify Scope Global within 24 hours of:
 - i. any changes to the details of Your emergency contact;
 - ii. becoming aware of any information which may bring Scope Global, the New Colombo Plan Scholarship Program, Us or the Department of Foreign Affairs and Trade into disrepute;
- q. notify Scope Global within 3 Business Days of:
 - i. any changes to Your personal contact details;
 - ii. other circumstances that may affect Your participation in Your Scholarship Program (circumstances may include, but are not limited to, any travel plans, any changes in the identity of Your supervisor or any significant health issues which may affect Your attendance and satisfactory progress such as admissions into hospital);
- r. comply with all reasonable requests from Scope Global in relation to Your Scholarship Program or to assist Scope Global in carrying out its obligations to Us within 3 Business Days of the request (requests may include, but are not limited to, requests to attend security briefings or evacuate a location, requests for information, requests to communicate with Your Host Institution(s), Host Organisation(s) or Language Training Provider and requests to consent to the release of Personal Information and academic results to Scope Global);
- s. be responsible for any and all costs not expressly covered by this Agreement including, but not limited to:
 - i. any costs not covered by the Insurance (including the costs of ancillary medical services including dental, physiotherapy or optical services);

- ii. all medical, visa and other expenses of family members;
- iii. any costs (including Tuition Fees) incurred by You in relation to Your Scholarship Program prior to the date of the execution of this Agreement, except in exceptional circumstances as determined by Us; and
- iv. any additional costs incurred by Us, Scope Global, the Host Institution(s), Host Organisation(s) (if any) or Language Training Provider (if any) addressing any unsatisfactory academic performance by You in Your Scholarship Program.

B.2.2 You may contact the NCP Secretariat in the Department of Foreign Affairs and Trade (ncp.secretariat@dfat.gov.au), Us (ncp@education.gov.au) or Scope Global if you have any questions in relation to Your obligations under paragraphs B.2.1(i), (j) or (k).

Specific obligations related to travel to and from Your Host Location(s)

- B.3.1 Prior to Your departure to Your Host Location(s), You must:
- a. enrol in the Host Institution(s) and Language Training Provider (if any), and confirm Your Internship/Mentorship with Your Host Organisation(s) (if any);
 - b. provide evidence to Scope Global's satisfaction that You have been accepted by the Host Institution(s), Host Organisation(s) (if any) and Language Training Provider (if any);
 - c. organise an appropriate visa for the Host Location(s) which will enable You to undertake all components of Your Scholarship Program, and provide evidence of this to Scope Global;
 - d. organise travel arrangements to the Host Location(s), and provide evidence of this to Scope Global;
 - e. provide Us with Your photographic identification;
 - f. receive written approval from Scope Global that all of Your pre-departure obligations have been met to its satisfaction;
 - g. contact Scope Global within 24 hours of Your arrival in the Host Location(s).
- B.3.2 You must confirm with Scope Global at least 1 month before Your Scholarship Program Completion Date when You will return to Australia.
- B.3.3 You must advise Scope Global of Your arrival in Australia within 24 hours of Your return to Australia.

C. Duration of this Agreement

C.1.1 This Agreement starts on the date that this Agreement is signed by the last party to do so and ends 28 days after You have provided Us through Scope Global or as otherwise instructed, with the final report referred to in item E.1.2.b and You have done all that You are required to do under this Agreement by Your Scholarship Program Completion Date.

D. Payment of the Scholarship

D.1.1 Subject to compliance by You with this Agreement, We will provide You with the Scholarship at the times and in the manner specified in this item D.

- D.1.2 You must ensure that the Scholarship that is paid to You is held in an account in Your name and which You control, with an authorised deposit-taking institution authorised under the *Banking Act 1959 (Cth)* to carry on banking business in Australia.
- D.1.3 You must provide Us with Your bank account details within 28 days of the date that this Agreement is signed by the last Party to do so.

Travel Allowance

- D.2.1 Subject to this item D.2, We will pay You a \$2,500 Travel Allowance as follows:
- a. \$1,250 for Your travel expenses to the Host Location(s) to commence Your Scholarship Program; and
 - b. \$1,250 for Your travel expenses from the Host Location(s) to Australia upon the successful completion of Your Scholarship Program.
- D.2.2 We will pay You the Travel Allowance when You have provided Scope Global with evidence to its satisfaction of Your travel expenses, or evidence to its satisfaction that exceptional circumstances exist warranting early payment.
- D.2.3 Payment of the Travel Allowance is subject to You complying with this Agreement to Our satisfaction.
- D.2.4 You will forfeit \$1,250 of the Travel Allowance if You:
- a. fail to provide Scope Global with evidence to its satisfaction of Your intent to return to Australia; or
 - b. choose not to return to Australia within 28 days of Your Scholarship Program Completion Date, except in exceptional circumstances as determined by Us.

Establishment Allowance and Fellow Allowance

- D.3.1 Subject to this item D.3, We will pay You a \$2,500 Establishment Allowance.
- D.3.2 We will pay You the Establishment Allowance, when You have provided Scope Global with evidence to its satisfaction that You have arrived in the Host Location(s), or evidence to its satisfaction that exceptional circumstances exist warranting early payment.
- D.3.3 If You are a New Colombo Plan Fellow or a New Colombo Plan Indigenous Fellow then, subject to this item D.3, We will pay You an additional benefit of \$1,000 as part of Your Establishment Allowance (Fellows Allowance) to purchase study materials for use during Your Scholarship Program. To avoid doubt, if You are both a Host Location Fellow and an Indigenous Fellow You will receive a \$2,000 Fellows Allowance to purchase study materials for use during the Scholarship Program.
- D.3.4 Payment of any Allowance is subject to You complying with this Agreement to Our satisfaction.

Monthly Stipend

- D.4.1 Subject to this item D.4, We will pay You a \$2,500 Monthly Stipend.
- D.4.2 Payment of the Monthly Stipend is subject to You complying with this Agreement to Our satisfaction.
- D.4.3 The Monthly Stipend is payable per month for:

- a. up to 12 months whilst You are enrolled in a Full-Time Study Component;
 - b. up to 1 month whilst You are participating in a Full-Time Language Training component that is not concurrent with any other components of Your Scholarship Program; and
 - c. up to 6 months whilst You are participating in a Full-Time Internship that is not concurrent with any other components of Your Scholarship Program.
- D.4.4 You must commence each component of Your Scholarship Program consecutively, unless gaps are unavoidable. The Monthly Stipend is payable for up to 4 weeks between Your Scholarship Program components only when You provide evidence to Scope Global's satisfaction that the gap between components is unavoidable.
- D.4.5 The Monthly Stipend will be paid on the 15th day of the month, with payment of a half month in arrears and a half month in advance.
- D.4.6 The first Monthly Stipend payment will be calculated using the Pro Rata Calculation for the number of days from Your Scholarship Program Commencement Date (inclusive) to the final day of that first month (inclusive) and is payable on the 15th day of the following month together with that month's Monthly Stipend.
- D.4.7 The final Monthly Stipend payment will be calculated using the Pro Rata Calculation for the number of days from the first day of that final month (inclusive) to Your Scholarship Program Completion Date (inclusive) and is payable on the 15th day of the month after the final month.
- D.4.8 If You are not entitled to the whole Monthly Stipend during a month of Your Scholarship Program for any reason whatsoever (other than as provided in item D.4.7), the Monthly Stipend You are entitled to in that month will be calculated using the Pro Rata Calculation and will be paid on the 15th day of the following month.

Tuition Fees

- D.5.1 Subject to this item D.5, We will pay Your Tuition Fees as follows:
- a. up to \$10,000 per semester for a maximum of 2 semesters in respect of the Study Component; or
 - b. up to \$6,666 per trimester for a maximum of 3 trimesters in respect of the Study Component; and
 - c. up to \$1,500 in respect of any Language Training component.
- D.5.2 Subject to this item D.5, We will pay Your Tuition Fees as follows:
- a. to You by electronic funds transfer as reimbursement upon receipt by Scope Global of proof of Your payment to the Host Institution(s) and Language Training Provider (if any); or
 - b. directly to the Host Institution(s) and Language Training Provider (if any) by electronic funds transfer upon receipt by Scope Global of a correctly rendered invoice from the Host Institution(s) and Language Training Provider (if any); or
 - c. as We otherwise agree with You.
- D.5.3 For the avoidance of doubt:

- a. You will be responsible for all fees charged by the Host Institution(s) and the Language Training Provider (if any) which exceed the Tuition Fees specified at item D.5.1; and
- b. no Tuition Fees will be paid if incurred prior to the date of the execution of this Agreement, unless exceptional circumstances apply as determined by Us.

D.5.4 Payment of Tuition Fees is subject to Your compliance with this Agreement to Our satisfaction.

Mental Health Allowance for Counselling Services

D.6.1 Subject to this item D.6, Your Scholarship includes a Mental Health Allowance of up to AUD\$1,000 (maximum) You can use to cover costs incurred for counselling services. This allowance may be used any time during Your New Colombo Plan Scholarship Program.

- a. Claims for reimbursement against the Mental Health Allowance may be made by You to Scope Global and must be supported by provision of a receipt(s) for counselling services. Reimbursement of counselling fees will be made to You by Scope Global following receipt of Your claim/s. within seven days of receipt of Your claim and receipt(s). You may submit multiple receipts but the total sum reimbursed will not exceed AUD\$1,000.
- b. You will need to complete one ‘Reimbursement Request Form’ for each provider You visit.

E. Reporting and Evaluation

E.1.1 You must complete the NCP Exit Survey (the link to which will be emailed to You within a month either side of Your Scholarship Program Completion Date) within 21 days of Your receipt of the link to the survey.

E.1.2. You must provide Scope Global with the following reports in the required format:

- a. if Your Scholarship Program is longer than 9 months, a progress report at the half-way point of Your Scholarship Program; and
- b. a final report within 21 days of Your Scholarship Program Completion Date.

F. Party representatives and address for notices

Your address for notices (where We send You formal communications under this Agreement – see clause 3 of Schedule 1)

Your/Your representative’s name	
Position	
Postal and physical address(es)	
Business hours telephone (international format)	
Mobile (international format)	
Fax (international format)	
E-mail	

Commonwealth representative and address (where You must send Us formal communications under this Agreement – see clause 3 of Schedule 1)

Address to:	Senior Program Manager – Scope Global
Postal/physical address(es)	41 Dequetteville Terrace, Kent Town, SA, 5067
Business hours telephone (international format)	+61 8 8364 8500
E-mail	ncps@scopeglobal.com

G. Supplementary Terms

Leave of absence

G.1.1 You are only entitled to a maximum of two weeks of paid leave of absence for each 12 months during Your Scholarship Program if You have prior written approval from Scope Global.

- a. For programs shorter than 12 month in duration, leave will be calculated on a pro rata basis.
- b. The NCP programme does not offer specific leave entitlements for maternity leave or parenting leave.

G.1.2 We may approve a leave of absence if:

- a. the leave is for one of the following matters:
 - i. personal or professional development;
 - ii. compassionate and compelling reasons; or
 - iii. issues relating to Your security and safety.
- b. You provide Scope Global with written support for the leave of absence from the Host Institution(s), Host Organisation(s) (if any) or Language Training Provider (if any);
- c. alternative options such as suspension or deferral are not deemed appropriate by Scope Global;
- d. the leave does not:
 - i. exceed two weeks;
 - ii. result in the Term of Your Scholarship Program exceeding 19 months; and
 - iii. result in any additional costs to Us, Scope Global, the Host Institution(s), the Host Organisation(s) (if any) or Language Training Provider (if any); and
- e. the granting of the leave is in the spirit of the New Colombo Scholarship Program as determined by Us.

G.1.3 For a period of leave exceeding 2 weeks You must request a suspension.

G.1.4 You will continue to be paid the Monthly Stipend during an approved leave of absence. An approved leave of absence will not affect your Travel Allowance, Establishment Allowance or Tuition Fees.

Suspension

G.2.1 Without affecting Our rights to terminate this Agreement pursuant to clause 15 of Schedule 1, We may suspend Your participation in Your Scholarship Program and the payment of the Scholarship in full or in part immediately and subject to any conditions which We reasonably determine if:

- a. You have not complied with this Agreement;
- b. the travel advice for the Host Location on the Smartraveller website changes to 'Do Not Travel', there is a natural disaster or political unrest in the Host Location, or We reasonably believe that it is otherwise necessary for You to suspend Your Scholarship Program to protect Your health and safety;
- c. You have ceased performing Your Scholarship Program for any period of time, other than on an approved leave of absence;
- d. We have reason to believe that You cannot perform Your Scholarship Program for any period of time, including non-performance due to medical reasons; or
- e. an investigation is being undertaken by Scope Global, Us, the Department of Foreign Affairs and Trade, the Host Institution(s), the Host Organisation(s) (if any) or any other authority in the Host Location(s) into Your conduct and/or a potential breach by You of this Agreement.

G.2.2 You may request a suspension of Your Scholarship Program from Us for matters such as:

- a. personal or professional development;
- b. compassionate and compelling reasons; or
- c. issues relating to Your security and safety.

G.2.3 We may approve a period of suspension if:

- a. You provide Us with written support for the period of suspension from the Host Institution(s), Host Organisation(s) (if any) or Language Training Provider (if any);
- b. the suspension does not result in the Term of Your Scholarship Program exceeding 19 months, including the suspension period;
- c. the suspension does not result in any additional costs to the Us, the Host Institution(s), the Host Organisation(s) (if any) or Language Training Provider (if any) for Your Scholarship; and
- d. the granting of the suspension is in the spirit of the New Colombo Plan Scholarship Program as determined by Us.

G.2.4 You will not be paid any of the Scholarship during a period of suspension. You will have no claim for any part of the Scholarship not paid to You during a period of suspension.

G.2.5 In the event a suspension period exceeds 1 month, You may be required by Us to return to Australia at Your cost.

G.2.6 A period of suspension imposed by Us will cease when You obtain Our approval to recommence Your Scholarship Program. In case of suspension on medical grounds, You must provide Us with medical evidence (incurred at Your cost unless approved by Us) to Our satisfaction that You are fit to resume Your Scholarship Program. The final decision as to You resuming Your Scholarship Program is entirely a matter of Our discretion.

G.2.7 During a period of suspension or any period of unapproved leave from Your Scholarship Program You must reimburse Us for:

- a. the costs of maintaining Your Insurance during that period; and
- b. any costs We or Scope Global incur if You make a claim on that policy for loss suffered during that period.

SAMPLE

Signatures

Executed as an agreement

Commonwealth:

Scope Global acting as agent for the Department of Education and Training	
Name: (print) Position: (print) Signature and date:
Witness Name: (print) Signature and date:

[Insert student's name]:

Your full legal name: (print) Signature and date:
Witness Name: (print) Signature and date:

Schedule 1 – General Conditions

1. Undertaking Your Scholarship Program

You agree to undertake Your Scholarship Program in accordance with this Agreement.

2. Acknowledgements

If You publish any Material in connection with this Agreement and/or Your Scholarship Program, You agree:

- (a) to use any form of acknowledgment that We reasonably specify; and
- (b) to use a disclaimer which makes clear that the views and opinions expressed in the Material are those of You, the author, and do not represent the views of the Australian Government.

3. Notices

All notice under this Agreement must be in writing, signed by the Party giving notice and addressed to the other Party or their representative listed in item F.

4. Relationship between the Parties

A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

5. Conflict of interest

You agree to notify Us promptly of any actual, perceived or potential conflicts of interest which could affect Your performance of this Agreement and agree to take action We or You consider appropriate to resolve the conflict.

6. Variation

6.1 This Agreement may only be varied by agreement in writing between the Parties.

6.2 You must request any variation to this Agreement by way of a Program Variation Request Form provided on NCP Online.

7. Confidential Information

The Parties agree not to disclose each other's Confidential Information without prior written consent unless required or authorised by law or Parliament.

8. Payment of the Scholarship

8.1 We agree to pay the Scholarship to You in accordance with the Scholarship Details.

8.2 We may by notice withhold payment of any amount of the Scholarship where We reasonably believe that You have not complied with this Agreement or are unable to undertake Your Scholarship Program.

8.3 A notice under clause 8.2 will contain the reasons for any payment being withheld and the steps that You can take to address those reasons.

9. Repayment

9.1 If any of the Scholarship has been spent other than in accordance with this Agreement or any amount of the Scholarship is additional to the requirements of the Scholarship Program, You agree to repay that amount to Us unless agreed otherwise.

9.2 If this Agreement is terminated under clause 15 by Us or You, You agree to repay to Us part or all of the Tuition Fees paid to Your Host Institution(s) and Language Training Provider (if any) under this Agreement unless agreed otherwise.

9.3 The amount to be repaid under clause 9.1 or clause 9.2 may be deducted by Us from subsequent payments of the Scholarship.

10. Intellectual Property

10.1 You own the Intellectual Property Rights in Material created by You in undertaking the Scholarship Program.

10.2 You give the Commonwealth a permanent, non-exclusive, irrevocable, royalty-free licence (including a right of sub-licence) to use, reproduce, publish and adapt Reporting Material and Scholarship Material (including any Existing Material incorporated in, or supplied as part of, the Reporting Material or Scholarship Material) for any purpose connected with the Scholarship Program including, but not limited to, the administration and promotion of the Scholarship Program.

10.3 You agree that We and Our agents:

- (a) are not obliged to, and have not represented that they will publish any Reporting Material or Scholarship Material;
- (b) do not have to identify You as author of any Reporting Material or Scholarship Material which they do publish or otherwise communicate; and
- (c) may edit the Reporting Material and Scholarship Material prior to publication as they see fit without first checking with You.

10.4 You agree, on request from Us, to provide Us with a copy of any Scholarship Material in the format reasonably requested by Us.

10.5 You warrant that the provision and use of Scholarship Material and Reporting Material in accordance with this Agreement will not infringe any third party's Intellectual Property Rights.

10.6 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

10.7 This clause 10 survives the termination, cancellation or expiry of this Agreement.

11. Privacy

11.1 When dealing with Personal Information in carrying out the Scholarship Program, You agree not to do anything which, if done by Us, would be a breach of the requirements of Division 2 of Part III of the *Privacy Act 1988*.

11.2 By signing this Agreement, You consent to the collection, use and disclosure of Your Personal Information as described in the Privacy Notice and Consent at Schedule 2.

12. Indemnities

12.1 You indemnify Us, Our officers, employees and contractors against any claim, loss or damage arising in connection with Your Scholarship Program.

12.2 Your obligation to indemnify Us will reduce proportionally to the extent any act or omission involving fault on the part of Us contributed to the claim, loss or damage.

13. Applicable Law

This Agreement is to be construed according to the laws of the Australian Capital Territory (ACT) and the parties submit themselves to the jurisdiction of the courts of the ACT.

14. Dispute resolution

14.1 The Parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.

14.2 The Parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.

14.3 The procedure for dispute resolution does not apply to action relating to termination or urgent litigation.

15. Termination

15.1 We may terminate this Agreement by written notice to You of no less than 28 days where:

- (a) an investigation by Scope Global, Us, the Department of Foreign Affairs and Trade, the Host Institution(s), the Host Organisation(s) (if any) or any other authority in the Host Location(s) into Your conduct and/or a potential breach by You of this Agreement found that You breached this Agreement.
- (b) We reasonably believe that You have provided false or misleading statements in Your application for the Scholarship;
- (c) We reasonably believe that You have become bankrupt or insolvent;
- (d) a suspension pursuant to Item G.2 continues for a period of 6 months or more;
- (e) You are found to have a criminal record or conviction which We or the Department of Foreign Affairs and Trade consider may harm the reputation of the New Colombo Plan Scholarship Program; or
- (f) You are suspended by or cease to be enrolled in Your Host Institution(s) or Home University.

15.2 We may terminate this Agreement immediately by written notice to You if:

- (a) You have failed to comply with any reasonable directions given to You by Scope Global specifically relating to Your security:

(b) the travel advice for the Host Location on the Smartraveller website changes to 'Do Not Travel', there is a natural disaster or political unrest in the Host Location, or We reasonably believe that it is otherwise necessary for You to discontinue Your Scholarship Program to protect Your health and safety.

15.3 You may terminate this Agreement by written notice to Us of no less than 28 days prior to withdrawing from Your Scholarship Program.

15.4 If this Agreement is terminated pursuant to this clause:

- (a) We will cease paying You the Scholarship;
- (b) We will cease to pay any Tuition Fees to Your Host Institution(s) and Language Training Provider (if any); and
- (c) You will cease Your participation in Your Scholarship Program.

16. Cancellation for convenience

16.1 We may cancel this Agreement by notice due to a change in government policy.

16.2 You agree on receipt of a notice of cancellation under clause 16.1 to:

- (a) stop the performance of Your obligations as specified in the notice; and
- (b) take all available steps to minimise loss resulting from that cancellation.

16.3 In the event of cancellation under clause 16.1, We will be liable only to:

- (a) pay any part of the Scholarship due and owing to You under this Agreement at the date of the notice; and
- (b) reimburse any reasonable expenses You unavoidably incur that relate directly to the cancellation and are not covered by 16.3(a).

16.4 Our liability to pay any amount under this clause is subject to:

- (a) Your compliance with this Agreement; and
- (b) the total amount of the Scholarship.

16.5 You will not be entitled to compensation for loss of prospective profits or benefits that would have been conferred on You.

17. Survival

Clauses 7, 9, 10, 11, 12, 17 and 18 survive termination, cancellation or expiry of this Agreement.

18. Definitions

In this Agreement, unless the contrary appears:

- **Agreement** means this document and any other document referenced or incorporated in the Scholarship Details.
- **Australian University** means a registered higher education provider for the purposes of the Tertiary Education Quality and Standards Agency Act 2011, that is registered in a provider category that permits the use of the word "university".
- **Bachelor Degree** means undergraduate studies at a Bachelor Level 7 as defined in the Australian Qualifications Framework.
- **Bachelor Honours Degree** means undergraduate studies at a Bachelor Honours Level 8 as defined in the Australian Qualifications Framework.
- **Business Day** means, in relation to the doing of any action in a place, any day other than a Saturday, Sunday or a public holiday in that place.
- **Commonwealth** means the Commonwealth of Australia as represented by the Department of Education and Training and includes, where relevant, its officers, employees, contractors and agents.
- **Confidential Information** means information that:
 - (a) is by its nature confidential;
 - (b) is designated by a party as being confidential; or
 - (c) a party knows or ought to know is confidential,but does not include in respect of either party, information which:
 - (d) is or becomes public knowledge, other than by breach of this Agreement or any other confidentiality

obligation;

- (e) has been independently developed or acquired by a party as established by written evidence; or
- (f) is lawfully in the possession of a party without restriction in relation to disclosure before the date of receipt from the other party.

- **Course of Study** means a Bachelor or Bachelor Honours Degree.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material or Scholarship Material.
- **Establishment Allowance** means the monetary contribution towards assisting You to establish Yourself in the Host Location(s) as outlined in item D.3.
- **Fellow** means the top-ranked scholar in each Host Location and the top-ranked Indigenous scholar. Fellows receive an additional benefit of \$1,000 (paid as part of their Establishment Allowance) to purchase study materials for use during their Scholarship Program. Fellows are encouraged to play a strong role in promoting the New Colombo Plan while on their Scholarship Program and as part of the alumni network on their return.
- **Fellows Allowance** means the monetary contribution towards Your study materials as outlined in item D.3.
- **Full-Time** means for each of the following Scholarship Program components:
 - (a) Study Component, as defined by the Host Institution(s);
 - (b) Internship, a maximum of 38 hours per week; and
 - (c) Language Training, a minimum of 15 hours per week contact with the Language Training Provider.
- **Home University** means the Australian University in which the student is enrolled at the time they applied for a Scholarship, that nominated the student to apply, and will confer the student's degree upon completion.
- **Host Institution(s)** means a university or other education provider set out in Your Scholarship Application Form where You are enrolled for the Study Component in the Host Location(s).
- **Host Location(s)** means the eligible geographic location(s) in the Indo-Pacific region set out in Your Scholarship Application Form to which You will travel to undertake Your Scholarship Program. You must undertake the majority of Your Scholarship Program at Your primary Host Location as specified in Your Scholarship Application Form.
- **Host Organisation** means the organisation(s) set out in Your Scholarship Application Form in which You undertake the Internship/Mentorship in the Host Location(s).
- **Indigenous Fellow** means the individual assessed by Us and the Department of Foreign Affairs and Trade to be the top –ranked Indigenous scholar participating in the New Colombo Plan Scholarship Program that year.
- **Insurance** means the travel and medical insurance policies Scope Global will arrange for You.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Internship** means paid or unpaid professional work experience in which You have intentional learning goals relevant to Your academic qualification and professional development. Internships can include clinical placements or practicums.
- **Language Training** means training undertaken by You in a language that is an official language of the Host Location(s), or is widely spoken.
- **Low Socio-economic Status** means students who are from a low socioeconomic background, as measured by the lowest quartile of the ABS Socio-Economic Index for Areas (SEIFA) Index of Education and Occupation (IEO) measured at Statistical Area 1 (SA1) level.
- **Language Training Provider** means the provider set out in Your Scholarship Application Form with which You will undertake the Language Training component.
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Mental Health**, (according to the World Health Organisation) is a state of well-being in which an individual

realises his or her own abilities, can cope with the normal stresses of life, can work productively and is able to make a contribution to his or her community. Preferable Mental Health service providers, for the purpose of the Safety net Allowance, may include professionals who are qualified or registered to assist You with specific personal issues, such as coping with life changes, and fostering Your mental wellbeing.

- **Mental Health Allowance** means the monetary contribution provided to You in order to access professional counselling should it be required to foster Your mental health/wellbeing as outlined in item D.6.
- **Mentorship** means a developmental relationship in which a more experienced or more knowledgeable person helps to guide a less experienced or less knowledgeable person, relevant to work, career, or professional development.
- **Monthly Stipend** means the monthly monetary contribution towards Your everyday living costs as outlined in item D.4.
- **NCP Exit Survey** means a survey of returning students to gather data for a number of purposes including, but not limited to, assessing program outcomes, and informing ongoing policy decisions, program management, contract management.
- **NCP Online** means the online system operated and maintained by Us for the administration of the New Colombo Plan Scholarship Program.
- **New Colombo Plan Fellow** means the top-ranked scholar in each Host Location.
- **Party** means You or Us.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Private Sector Organisation** includes Australian, global and local commercial enterprises (businesses) and non-profit organisations, ranging from those in the informal sector to large multinational organisations, which are not owned by or under the direct control of a government. This does not include Host Institutions.
- **Pro rata Calculation** means (the number of days You are entitled to receive the Monthly Stipend) x (Monthly Stipend x 12 ÷ 365.25).
- **Reporting Material** means all Material which You are required to provide to Us for reporting purposes as specified in the Scholarship Details.
- **Scholarship** means the financial assistance (including the Travel Allowance, the Establishment Allowance, the Fellows Allowance (if applicable), Monthly Stipend, Tuition Fees and Insurance or any part thereof) provided by Us to You.
- **Scholarship Application Form** means the application for a Scholarship submitted by You to Us through NCP Online.
- **Scholarship Details** means details under the heading 'Scholarship Details' in this Agreement.
- **Scholarship Material** means any Material, other than Reporting Material, created or developed by You as a result of Your Scholarship Program.
- **Scholarship Program Commencement Date** is the date in Your Scholarship Application Form on which You commence Your Scholarship Program.
- **Scholarship Program Completion Date** is the date in Your Scholarship Application Form on which You are required to complete Your Scholarship Program or such other later date as agreed in writing by the Parties.
- **Scholarship Program** means the scholarship program details contained in Your Scholarship Application Form.
- **Sponsored Scholarship** is a Scholarship that is sponsored by a Private Sector Organisation for the duration of the Scholarship Program and which may include in-kind benefits provided direct to the Scholars, such as training opportunities.
- **Study Component** means the study component of Your Scholarship Program undertaken with the Host Institution(s), which must be for credit at Your Home University.
- **Term of Your Scholarship Program** means from Your Scholarship Program Commencement Date to Your Scholarship Program Completion Date.
- **Travel Allowance** means the monetary contribution towards Your travel expenses as outlined in item D.2.

- **Tuition Fees** means the monetary contribution provided by Us towards Your tuition fees as outlined in item D.5.

SAMPLE

Schedule 2 – Privacy Notice and Consent

1. I consent and authorise Scope Global, the Department of Education and Training and the Department of Foreign Affairs and Trade and their contractors and agents to collect and use my Personal Information, including **sensitive information***, for the purpose of administering the Scholarship Program and this Agreement and related purposes, including but not limited to:
 - a. accessing and updating NCP Online;
 - b. briefing relevant Australian Government Ministers, officials and Members of Australian Parliaments;
 - c. monitoring my academic performance at my Host Institution(s), Host Organisation(s) (if any) or Language Training Provider (if any);
 - d. assisting in the facilitation of my Scholarship where required;
 - e. promoting the New Colombo Plan and facilitating invitations to and inclusion in events or promotional activities; and
 - f. as otherwise anticipated by the terms of this Agreement.
 2. I understand that Scope Global, the Department of Education and Training and the Department of Foreign Affairs and Trade and their contractors and agents may disclose my Personal Information, including **sensitive information***, for the purposes outlined in paragraph 1, to:
 - a. other Australian Government departments;
 - b. Australian State and Territory Government departments;
 - c. Australian Parliamentary members and committees;
 - d. Australian State and Territory Parliamentary members and committees;
 - e. Australian universities;
 - f. diplomatic missions; and
 - g. the following overseas recipients:
 - i. Host Institution(s);
 - ii. Host Organisation(s);
 - iii. Language Training Provider(s);
 - iv. potential internship hosts in the Host Location(s); and
 - v. foreign government agencies.
 3. I understand that:
 - a. Australian Privacy Principle (APP) 8.1 in the Privacy Act requires an entity, before disclosing information to an overseas recipient, to take such steps as are reasonable in the circumstances to ensure the overseas recipient does not breach the APPs in relation to the information.
 - b. when disclosing my personal information to overseas recipients, the requirements of APP 8.1 will not apply to Scope Global, the Department of Education and Training and the Department of Foreign Affairs and Trade and their contractors and agents.
 4. I understand that Scope Global, the Department of Education and Training and the Department of Foreign Affairs and Trade their contractors and agents may disclose my Personal Information in circumstances, other than those set out in this Agreement, where the disclosure is authorised or required by law.
 5. I understand that failure to provide consent to the collection, use and disclosure of my Personal Information as anticipated by this Agreement may result in limiting the ability of Scope Global, the Department of Education and Training and the Department of Foreign Affairs and Trade and their contractor and agent to advocate on my behalf including in relation to visa applications and liaison on my behalf with Host Institution(s), Host Organisation(s) (if any) and Language Training Providers (if any) in relation to my Scholarship Program.
 6. I can access more information about the way Scope Global will manage my Personal Information, including how to access or correct my Personal Information, and how to make a complaint, in its privacy policy available at <http://www.scopeglobal.com/images/08-documents/scopeGlobalPrivacyPolicy.pdf> or by requesting a copy from Scope Global's Privacy Officer by writing to privacy@scopeglobal.com.
 7. I can access more information about the way the Department of Education and Training will manage my Personal Information, including information how to access or correct my Personal Information, and how to make a complaint, in its privacy policy available at <https://education.gov.au/privacy-policy> or by requesting a copy from privacy@education.gov.au.
 8. I can access more information about the way the Department of Foreign Affairs and Trade will manage my Personal Information, including how to access or correct my Personal Information, and how to make a complaint, in their privacy policy available at <http://dfat.gov.au/about-us/about-thiswebsite/pages/privacy.aspx> or by requesting a copy from privacy@dfat.gov.au.
- c. the consequences of APP 8.1 not applying to the disclosure of my Personal Information to overseas recipients are:
- i. Scope Global, the Department of Education and Training and the Department of Foreign Affairs and Trade and their contractors and agents will not be accountable under the Privacy Act; and
 - ii. I will not be able to seek redress under the Privacy Act.

***Sensitive information** includes information about an individual's health, racial or ethnic origin, political opinions, membership of a political association, religious beliefs or affiliations, philosophical beliefs, membership of a trade union, sexual orientation or practices, criminal record, genetic information that is not otherwise health information, and biometric information.