



Australian Government

Department of Foreign Affairs and Trade

Commonwealth Scholarship Agreement New Colombo Plan Scholarship Program

between the Commonwealth represented
by
the Department of Foreign Affairs and
Trade
and
the New Colombo Plan Scholar
2027

Scholarship Agreement 3

Parties to this Agreement 3

Party Representatives and Address for Notices 3

Background 4

A. Scholarship Details 4

A.1 Scope of this Agreement 4

A.2 What forms part of the Agreement..... 4

B. Your obligations for the Scholarship Program..... 5

B.1 Your Scholarship Program 5

B.2 Your Advocacy Role 8

B.3 Your relationship with the Service Provider 9

B.4 Your responsibility for safe travel..... 11

B.5 Specific obligations for travel to and from Your Host Location..... 15

C. Term of this Agreement 17

D. Payment of Scholarship Benefits..... 17

D.1 General 17

D.2 Travel Allowance..... 18

D.3 Establishment Allowance..... 19

D.4 Fellow Allowance 19

D.5 Scholarship Allowance 19

D.6 Tuition Fees 20

D.7 Mental Health Allowance 22

E. Reporting and Evaluation..... 23

F. Permitted Gaps and Suspension of Scholarship Term 24

F.1 Permitted Gaps – Gap Leave, Leave of Absence 24

F.2 Gap Leave 25

F.3 Leave of Absence 25

F.4 Suspension..... 26

G. Alumni Community..... 28

G.1 Alumni..... 28

Schedule 1 – General Conditions 31

Schedule 2 – Privacy Notice and Consent 46

Scholarship Agreement

Parties to this Agreement

The Commonwealth of Australia represented by the Department of Foreign Affairs and Trade, RG Casey Building
John McEwen Crescent, Barton ACT 0221 Australia ('Us', 'We' or 'Our') ABN 47 065 634 525.

AND

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

Required information	Response
Your full legal name (as it appears on Your birth certificate, driver's licence or passport)	[Provide answer here]
Your last name	[Provide answer here]
Your first name	[Provide answer here]
Home address in Australia	[Provide answer here]
Telephone	[Provide answer here]
Email	[Provide answer here]

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) and Your other contact details.

Required information	Response
Address for formal notices:	[Provide answer here]
Your/Your representative's name	[Provide answer here]
Position	[Provide answer here]
Postal and physical address(es)	[Provide answer here]
E-mail	[Provide answer here]
Your other contact details (as applicable):	[Provide answer here]
Business hours telephone (international format)	[Provide answer here]
Mobile (international format)	[Provide answer here]

Commonwealth representative address for notices (where You must send Us formal communications under this Agreement – see Clause 3 of Schedule 1) and contact details. A telephone number for emergency contact outside of business hours will also be provided to You.

Required information	Response
Address for formal notices:	-
Representative	Director, New Colombo Plan Secretariat International Education and Scholarships Branch
Postal/physical address(es)	255 London Circuit, Canberra Civic ACT 2601
E-mail	NCP.Secretariat@dfat.gov.au
Other contact details:	-
Business hours telephone (international format)	+61 6261 1111

Background

- a. The New Colombo Plan Scholarship Program ('**NCP Scholarship Program**') provides scholarships to Australian undergraduate students to undertake a Study Component, Language Training Component, an Internship Component, and/or a Mentorship Component in an eligible Host Location in the Indo-Pacific region.
- b. The Department of Foreign Affairs and Trade (DFAT) administers the NCP Scholarship Program on behalf of the Commonwealth, and has responsibility for program management, strategic leadership and policy setting.
- c. This Agreement gives effect to the Grant awarded to You under the *New Colombo Plan Scholarship Program 2027 Round Guidelines* (the Guidelines), which were created in accordance with the *Commonwealth Grants Rules and Principles 2024* ('**CGRPs**').
- d. This Agreement sets out the relationship between You and the Commonwealth, and outlines the terms and conditions applicable to Your Scholarship Program.
- e. We have separately entered into a services contract with the Service Provider to assist with the administration of the NCP Scholarship Program and provide support services to Scholars.

A. Scholarship Details

A.1 Scope of this Agreement

- (a) Under this Agreement, the Commonwealth will provide You with Scholarship Benefits for the purpose of undertaking Your Scholarship Program.
- (b) Without limiting clause A.2(a), the rules of this Agreement are set out in 2 main parts:
 - (i) the Scholarship Details (Sections A-J), which outline the specific operational, financial, and behavioural requirements that apply to Your Scholarship Program; and
 - (ii) the General Conditions (Schedule 1), which set out the standard legal obligations that apply to this Grant.
- (c) You are equally bound by both the Scholarship Details and the General Conditions, and must comply with both parts when undertaking Your Scholarship Program.
- (d) By signing this document, You agree to all the terms of this Agreement.
- (e) This Agreement represents the Parties' entire agreement in relation to the Scholarship Benefits and the Scholarship Program.
- (f) This Agreement supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.

A.2 What forms part of the Agreement

- (a) Agreement means:
 - (i) this document, including its Schedules;
 - (ii) the Guidelines;

- (iii) Your Scholarship Application;
 - (iv) any other policies and guidelines (as amended from time to time and notified to You) listed in this Agreement (including the NCP Scholarship Program Media and Publication Guidelines, and DFAT's Child Protection and Protection from Sexual Exploitation, Abuse and Harassment (PSEAH) policies).
- (b) If there is any ambiguity or inconsistency between the rights and obligations in the documents comprising this Agreement, the document appearing higher in the following list takes priority to the extent of that ambiguity or inconsistency, unless the Agreement clearly states otherwise:
- (i) the General Conditions outlined in Schedule 1;
 - (ii) sections A-G in the Scholarship Details;
 - (iii) the Privacy Notice and Consent in Schedule 2;
 - (iv) the Scholarship Program Guidelines;
 - (v) the NCP Scholar Code of Conduct;
 - (vi) Your Scholarship Application;
 - (vii) any other document included by reference.
- (c) Where this Agreement uses a capitalised word or expression, it has the meaning set out in Clause 19 of Schedule 1 – General Conditions, unless otherwise indicated.
- (d) Certain information contained in or provided under this Agreement may be used for public reporting.

B. Your obligations for the Scholarship Program

B.1 Your Scholarship Program

B.1.1 Compliance with application

- (a) You must carry out Your Scholarship Program in accordance with the program that You outlined in Your Scholarship Application, which has been approved by Us.
- (b) Variations to Your Scholarship Program will not be permitted, unless there are exceptional circumstances and subject to the process set out in clause 5 of Schedule 1 – General Conditions.

Note: This restriction applies to substantial program changes. Minor administrative updates, such as date adjustments, are permitted subject to standard approval.

B.1.2 Program eligibility

At all times during the Scholarship Term:

- (a) You must meet the Scholar Eligibility Requirements outlined in Section 4 of the Guidelines; and
- (b) Your Scholarship Program must remain eligible under Section 5 of the Guidelines.

B.1.3 Legal compliance

At all times during the Scholarship Term, You must comply with all applicable laws of Australia and of any location to which You travel.

B.1.4 DFAT policy compliance

At all times during the Scholarship Term, You must comply with

- (a) this Agreement
- (b) the Guidelines;
- (c) the NCP Scholar Code of Conduct, as amended from time to time, and available on the DFAT website
- (d) DFAT's Child Protection Policy and Preventing Sexual Exploitation, Abuse and Harassment (PSEAH) Policy.

B.1.5 Academic and host organisation compliance

At all times during the Scholarship Term, You must

- (a) comply with the rules and policies of Your Host Institution(s), Host Organisation(s) and Language Training Provider
- (b) where course attendance requirements are not identified in Host Institution rules and policies, attend all classes and complete all assessments.

B.1.6 Engaging in activities outside the program

- (a) You must not, without Our prior approval, cease, pause or otherwise discontinue Your Scholarship Program to undertake another scholarship, fellowship, other study (other than Components), mobility project, internship or business opportunity.
- (b) During Your Scholarship Term, You must not, without Our approval:
 - (i) travel outside Your Host Location(s), except in accordance with clauses B.4.8 and B.4.9;
 - (ii) undertake another course of study (for example, an online unit offered by Your home university) while on program.

B.1.7 Preventing Child Exploitation and Abuse

- (a) You acknowledge the shared responsibility of all adults to prevent child exploitation and abuse.
- (b) As a condition of Your participation in the NCP Scholarship Program, You must comply with DFAT's Child Protection Policy, including its reporting obligations.
- (c) We may conduct a review of Your compliance with DFAT's Child Protection Policy:
 - (i) We will give reasonable notice to You, of at least fourteen (14) days, and You must at Your own cost participate co-operatively in any such review;
 - (ii) if We find that You have failed to comply with DFAT's Child Protection Policy, You must promptly, and at Your cost, take such actions as are required to ensure compliance.

- (d) You must immediately (and in any event within 24 hours) report to childwelfare@dfat.gov.au, any suspected, alleged, or known case of child exploitation, abuse, harm or policy non-compliance related to this Agreement and the NCP Scholarship Program.

B.1.8 Preventing Sexual Exploitation, Abuse or Harassment

- (a) You acknowledge that the Commonwealth has a zero-tolerance approach to sexual exploitation, abuse, and harassment, and You agree that You will not engage in, or tolerate, such conduct.
- (b) As a condition of Your participation in the NCP Scholarship Program, You must comply with DFAT's Preventing Sexual Exploitation, Abuse and Harassment (**PSEAH**) Policy, including its reporting obligations.
- (c) You acknowledge that You are obligated to conduct Yourself in a professional, ethical and transparent manner consistent with the requirements of the PSEAH Policy.
- (d) You must immediately (and in any event within 24 hours) report any suspected, alleged or known case of sexual exploitation, abuse or harassment, or policy non-compliance related to this Agreement and the NCP Scholarship Program, in accordance with the PSEAH Policy.
- (e) We may conduct a review of Your compliance with DFAT's PSEAH Policy:
 - (i) we will give reasonable notice to You of at least 14 days, and You must at Your own cost participate co-operatively in any such review; and
 - (ii) if We find that You have failed to comply with DFAT's PSEAH Policy, You must promptly, and at Your cost, take such actions as are required to ensure compliance with DFAT's PSEAH Policy.

B.1.9 Requirements for Child Protection and PSEAH reporting

- (a) In reporting to DFAT as required pursuant to B.1.7(d) and B.1.8B.1.8(d), You must comply with the privacy requirements of the Child Protection and Sexual Exploitation, Abuse and Harassment Incident Notification Form, including ensuring that You:
 - (i) read and understand DFAT's privacy statement; and
 - (ii) understand and complete the privacy declaration contained within the Child Protection and Sexual Exploitation, Abuse and Harassment Incident Notification Form.

B.1.10 Arranging and Approving Components

- (a) You must arrange all Your Components directly with the relevant Host Institution or Host Organisations, liaising with Your Home University;
- (b) You must obtain approval from Your Home University for the Study Component, Internship Component, and Language Training Component, that are credit-bearing to Your Bachelor Degree, Bachelor Honours Degree or concurrent diploma at Your Home University.
- (c) When arranging any Component, You must not use a third-party service provider. We may approve engagement of a non-profit consortia-based academic service provider in some DFAT priority Host Locations.

- (d) All Invoices for Tuition Fees must be issued by, and will be paid to, the local Host Institution or to a non-profit consortia-based service provider with Our prior approval.
- (e) You must seek and obtain Our formal approval for the finalised details of each specific Component (Study, Internship, Mentorship, or Language Training) prior to its commencement, to ensure it meets the requirements of the Guidelines.
- (f) In considering approval for a specific Component as part of Your Scholarship Program, We will assess if the Component:
 - (i) aligns with Your Scholarship Application;
 - (ii) complies with the Guidelines; and
 - (iii) represents a proper use of public resources.
- (g) We reserve the right to withhold approval if You are in breach of this Agreement.

NOTE: A briefing pack provided to You by the Scholar Support Services Team will contain further information and administrative guidance in relation to the process for obtaining Our approval under the Agreement and any forms to be completed in order to seek Our approval.

B.2 Your Advocacy Role

B.2.1 Participation in Community Engagement and Advocacy

During and after the Scholarship Term, You are encouraged to participate in community engagement and advocacy while undertaking Your Scholarship Program and as part of the Alumni community on Your return.

B.2.2 General Obligations: Conduct, Reputation and Social Media

You must:

- (a) comply with the NCP Scholarship Program Media and Publication Guidelines, as amended from time to time, and available on the DFAT website;
- (b) comply with clauses 6 (Confidential Information) and 11 (Intellectual Property) of Schedule 1 – General Conditions, in respect of any Material You publish in connection with this Agreement or Your Scholarship Program;
- (c) not act in a way that may reasonably be expected to bring into disrepute the NCP Scholarship Program, the Australian Government, Your Home University, Your Host Organisation, Your Host Institution or the government(s) of Your Host Location(s);
- (d) take reasonable steps to ensure that, while undertaking Your Scholarship Program or related community involvement and advocacy, Your behaviour and actions support the aims of the NCP Scholarship Program and positively contributes to Australia’s relationship with Your Host Location(s) and the region; and
- (e) exercise sound judgement and caution in Your Use of social media.

B.2.3 Public Comment and Representation

- (a) In relation to any public comments, including via social media, media engagement, public speaking or publishing, You must:
 - i. not Use Your status as a participant in the NCP Scholarship Program to suggest that the Australian Government has endorsed Your business, employment or personal views;
 - ii. not suggest that You are employed or otherwise engaged by, or represent, the Australian Government; and
 - i. not suggest that Your views are those of the Australian Government, or that You have authority to speak on behalf of the Australian Government.
- (b) You must contact the Scholar Support Services Team as soon as practicable, and in any event within 24 hours after becoming aware that:
 - i. any public comment You make results in media coverage;
 - ii. You have made private comments to representatives of the media reasonably capable of being interpreted as representing the views of the Australian Government or bringing the NCP Scholarship Program or the entities referred to in clause B.2.2(c) into disrepute; or
 - iii. You have any questions in relation to Your obligations under this clause B.2.

B.3 *Your relationship with the Service Provider*

B.3.1 Role of the Service Provider

- (a) The Service Provider provides program management, advice and guidance, as well as operational and administrative assistance to support You in undertaking Your Scholarship Program.
- (b) The Service Provider signs this Agreement as Our agent and on Our behalf, solely for the purpose of execution.
- (c) Except as expressly provided in this Agreement, the Service Provider does not assume, and is not deemed to assume, any obligations or liabilities on Our behalf.

B.3.2 Primary Point of Contact

- (a) Unless otherwise notified by Us, the Scholar Support Services Team is Your primary point of contact for all matters in relation to Your Scholarship Program and this Agreement, including where this Agreement requires You to seek approval from Us.

B.3.3 Effective communication with Scholar Support Service Team

- (a) You must maintain regular contact with the Scholar Support Services Team at least once a month during the Scholarship Term or more frequently as reasonably directed by the Scholar Support Services Team, including during any period of Suspension, Leave of Absence, or Gap Leave.
- (b) You must respond in a timely manner, and no later than three (3) Business Days, to any requests from the Scholar Support Services Team, including:

- (i) providing information on Your welfare, program status, compliance with administrative requirements, and/or any issues impacting completion of Your Scholarship Program;
 - (ii) attending security briefings;
 - (iii) communicating with Your Host Institution(s), Host Organisation(s) or Language Training Provider;
 - (iv) enabling the release of Your Personal Information and academic results by a third party to Us or the Service Provider;
 - (v) any other requests that enable Us to perform this Agreement and the Service Provider to comply with its obligations to Us.
- (c) You must comply with reasonable directions from the Scholar Support Services Team to leave a Host Location, or any other where You may have travelled to.

B.3.4 Contact Number Requirements

- (a) On commencement of Your Scholarship Program, You must provide the Scholar Support Services Team with a contactable mobile phone number (Your **Contact Number**).
- (b) The number You provide as Your Contact Number must enable Us to contact You at all times while You are in the Host Location(s) , and must be available for Use in case of an emergency
- (c) You must immediately, and in any event within 24 hours, notify the Scholar Support Services Team of changes to Your Contact Number.

B.3.5 Confirming Location

- (a) You must notify the Scholar Support Services Team within 24 hours of entering or re-entering any location during Your Scholarship Term, whether for the purpose of undertaking Your Scholarship Program, Permitted Gaps, or Your return to Australia.

B.3.6 Updating Details

- (a) You must notify the Scholar Support Services Team within 24 hours of:
 - (i) any changes to Your personal contact details, including residential address and Your Contact Number;
 - (ii) any changes to the details of Your emergency contact;
 - (iii) if there are circumstances that are likely to result in Your non-compliance with the terms of this Agreement.
- (b) You must notify the Scholar Support Services Team within three (3) Business Days after becoming aware of any other circumstances that may affect Your participation in Your Scholarship Program, including:
 - (i) changes to travel plans;
 - (ii) the identity of Your Supervisor (for Scholars undertaking Honours Degrees);

- (iii) any significant health or welfare issues;
- (iv) changes to Your courses at Your Host Institution;
- (v) any other matters that may prevent You carrying out Your Scholarship Program or performing this Agreement.

B.4 Your responsibility for safe travel

B.4.1 Responsibility for Your own safety

- (a) You are responsible for making Your own independent inquiries and keeping Yourself informed at all times about the risks involved in overseas travel, including travel to the Host Location(s).
- (b) You acknowledge that You are responsible for:
 - (i) monitoring Smartraveller for risks associated with Your Host Location(s), in accordance with clause B.4.3 below;
 - (ii) carefully considering the risks associated with travel to Your Host Location(s) and any region within a Host Location(s);
 - (iii) implementing appropriate risk management controls, including as outlined in Your Risk Assessment required under clause B.5.1(b)(iii)(A);
 - (iv) complying with Your travel medical advice and clearance required under clause B.5.1(b)(iii)(B); and
 - (v) informing Yourself of the Insurance coverage and emergency support available to You for the NCP Scholarship Program, in accordance with clauses B.4.4 and B.4.5, respectively.

B.4.2 Immigration requirements

- (a) You must only travel using Your Australian passport, which must have 6 months' validity beyond Your Scholarship Program Completion Date.
- (b) You must obtain, hold and comply with the appropriate visa(s) for the Host Location(s) and any other location You visit during the Scholarship Term, including during a Permitted Gap or Suspension.
- (c) You acknowledge that You are responsible for visa arrangements under clause B.4.2(b) and for all costs of applying for, or obtaining, the required visas.
- (d) You must not travel on a diaspora or family reunion type visa while undertaking Your Scholarship Program.
- (e) You must seek advice on visas in a timely manner directly from Your Host Location's official immigration authorities (not from any other source, including private visa agents), in relation to the documentation requirements at clause B.5.1(b)(ii).
- (f) If requested, You must provide any advice You have received under clause B.4.2(e) to the Scholarship Support services Team.

B.4.3 Requirement to follow Smartraveller advice

- (a) You must subscribe to the travel advice for Your Host Location(s) on the Smartraveller website (www.smartraveller.gov.au).
- (b) You must not travel to any location, whether inside or outside Your Host Location(s), that is rated on Smartraveller as level 3 ('Reconsider Your need to travel') or level 4 ('Do not travel').
- (c) If the travel advice on Smartraveller changes to level 3 ('Reconsider Your need to travel') or level 4 ('Do Not Travel'), or You otherwise become aware of security issues while You are in a location during the Scholarship Term, You must:
 - (i) notify the Scholar Support Services Team; and
 - (ii) comply with any reasonable directions given by the Scholar Support Services Team or Us for Your safety, security, or welfare, including directions to leave or evacuate the location.
- (d) If due to a crisis, a Smartraveller registration service has been activated for Your Host Location(s) or another location that You have been authorised to travel to, You must register Your personal details on the Smartraveller registration service.
- (e) You acknowledge that failure by You to comply with the requirements under this clause B.4.3 constitutes a breach of this Agreement and the immediate termination of this Agreement under clause 16 of Schedule 1 – General Conditions.

B.4.4 Insurance coverage

- (a) During the Scholarship Term, on the terms set out in the Insurance Policy Handbook notified to You, We will extend cover under an existing policy of travel and medical Insurance for the NCP Scholarship Program to cover claims by You.
- (b) We will provide You with an Insurance Policy Handbook which provides details on:
 - (i) insurance policy information;
 - (ii) how to make a claim; and
 - (iii) how to access emergency assistance support under clause B.4.5.
- (c) You must ensure that You have read and understood the insurance coverage and emergency assistance support available to You, as set out in the Insurance Policy Handbook.
- (d) The Insurance cover provided to You for the NCP Scholarship Program under clause B.4.4(a) only applies:
 - (i) when You are undertaking Your approved Scholarship Program outside of Australia; and
 - (ii) for travel in connection with the NCP Scholarship Program, outside of Australia, which is authorised by the Scholar Support Services Team, including travel approved during a Permitted Gap.
- (e) You acknowledge and agree that there are certain exclusions to the Insurance coverage, as set out

under the Insurance Policy Handbook.

- (f) You are independently responsible for arranging and funding any additional insurance cover if the Insurance does not meet Your individual requirements, including to provide cover for any exclusions referred to in clause B.4.4(e).
- (g) For avoidance of doubt, the Insurance does not cover You during a Suspension, and You must obtain private travel insurance for any period of Suspension during Your Scholarship Program. Failure by You to provide evidence of this private insurance may result in the termination of this Agreement under clause 16 of Schedule 1 – General Conditions.
- (h) The Insurance does not cover personal travel after Your Scholarship Program Completion Date, including where You:
 - (i) remain in Your Host Location(s) for more than 14 days after Your Scholarship Program Completion Date; or
 - (ii) undertake personal leisure travel to other locations on Your way back to Australia.
- (i) DFAT and the Service Provider accept no liability for any loss, damage, illness, or injury incurred by You when undertaking personal travel as described in clause B.4.4(h).
- (j) You must obtain private travel insurance for any personal travel referred to under clause B.4.4(h).
- (k) We do not provide You with Insurance directly under any circumstances. The Insurance is provided by the Insurance Provider under the terms notified to You through the Insurance Handbook.
- (l) Without limiting any obligations We may have under law, in no circumstances, are We liable for payment to You or a third party of any amount under the Insurance.
- (m) For questions regarding insurance policy coverage, refer to the designated contacts listed in Your Insurance Policy Handbook.

B.4.5 Emergency assistance

- (a) We will provide You with access to a 24/7, 365 days a year, emergency assistance service.
- (b) Your Insurance Policy Handbook contains details on the process for accessing emergency assistance and making emergency insurance claims, such as for emergency hospital admission
- (c) You acknowledge the insurance policy coverage and exclusions apply to all emergency and non-emergency claims.
- (d) You must install the Insurance Provider's emergency app on Your phone and ensure it remains operational during the Scholarship Term.
- (e) In the event of a personal safety, security, or medical incident, You must use the emergency app or 24/7 helpline to contact the designated emergency assistance provider.
- (f) You must respond to any welfare check-ins or requests for information from the emergency assistance provider, and You must follow their instructions.

- (g) You must update Your location in the Insurance Provider's emergency app each time that You:
 - (i) leave Your usual town or city of residence while undertaking Your Scholarship Program;
 - (ii) travel to a new town, city or region, including any travel within or outside of Your Host Location(s).

B.4.6 Updating Your location

- (a) As part of risk and safety management, You are expected to ensure that Your location details are provided to Scholar Support Services Team and up-to-date at all times.
- (b) You must update Your location in the Insurance Provider's emergency app each time that You:
 - (i) leave Your usual town or city of residence while undertaking Your Scholarship Program;
 - (ii) travel to a new town, city or region, including any travel within or outside of Your Host Location(s).
- (c) You must provide location updates in a reasonable timeframe, and You must not under any circumstances deliberately conceal location details.
- (d) You acknowledge that failure to comply with clause B.4.6(c) may result in the termination of this Agreement under clause 16 of Schedule 1 – General Conditions.
- (e) You acknowledge that failure by You to comply with clause B.4.6(c) may compromise Your entitlement to cover under the Insurance.

B.4.7 Communication during a crisis

- (a) In addition to complying with Your obligations with respect to following Smartraveller advice under clause B.4.3 and engaging with the emergency assistance provider under clause B.4.5, in a crisis situation, You must contact the Scholar Support Services Team and Your Home University to provide regular updates on Your location and wellbeing.
- (b) You must cooperate with any directions from Australian Government officials (consular advice, Smartraveller) during a crisis.

B.4.8 Travel within Your Host Location

- (a) You may travel within Your Host Location(s) during the Scholarship Term, subject to strict compliance with the following conditions:
 - (i) the travel must not result in any absences from Your Study Component, Language Training Component, or Internship Component;
 - (ii) You must attend all scheduled classes, assessments, and Internship commitments;
 - (iii) the travel must not otherwise negatively impact Your active participation in Your Scholarship Program.
- (b) You acknowledge that failure by You to attend or complete mandatory activities of Your Scholarship

Program due to personal travel will be a breach of this Agreement and may result in the termination of this Agreement under clause 16 of Schedule 1 – General Conditions.

B.4.9 Travel outside Your Host Location

- (a) To ensure that You maintain continuity and immersion of Your Scholarship Program, You are expected to remain in Your Host Location(s) while actively undertaking a Component.
- (b) You must not travel outside Your Host Location(s) without obtaining approval from the Scholar Support Services Team, including for travel during weekends, public holidays, Host Institution office closures, and reading weeks.
- (c) If You seek to travel outside Your Host Location(s), You must apply to the Scholar Support Services Team for approval prior to undertaking any travel.
- (d) For a request under clause B.4.9(c), You must submit the travel request form and all supporting documentation to the Scholar Support Services Team:
 - (i) at least one month in advance; or
 - (ii) in strictly urgent circumstances, no less than three (3) Business Days before, Your intended travel.
- (e) You are strictly prohibited from travelling to any location for which the Smartraveller advice is at level 4 'Do not travel' or level 3 'Reconsider Your need to travel'.
- (f) You acknowledge that travelling outside Your Host Location(s) without prior approval from the Scholar Support Services Team is a material breach of this Agreement that will result in:
 - (i) Your Suspension from the Scholarship Program in accordance with clause F.4; or
 - (ii) termination of this Agreement under clause 16 of Schedule 1 – General Conditions.

B.5 *Specific obligations for travel to and from Your Host Location*

B.5.1 Pre-Departure Requirements

- (a) You will not be cleared to travel to Your Host Location, and We will not release any Scholarship Benefits, until the pre-departure requirements in this clause B.5.1 have been fully met and You have received written acknowledgement in accordance with clause B.5.2.
- (b) Prior to Your departure to Your Host Location, You must provide:
 - (i) to support initial approvals for Your Scholarship Program:
 - (A) if commencing with a Study Component: a confirmation of enrolment or admissions letter from Your Host Institution, and written confirmation of academic credit recognition from Your Home University;
 - (B) if commencing with an Internship Component: written confirmation of placement acceptance from Your Host Organisation; or

- (C) if commencing with Language Training: an approved language training form/confirmation from Your Language Training Provider;
- (ii) to demonstrate compliance with travel and visa requirements:
- (A) a copy of the approved visa or permit for Your first Host Location.
- (B) if requested, information about Your visa application, or correspondence with immigration authorities, to verify that You have provided full and accurate details of Your proposed Scholarship Program activities;
- (C) a copy of the identification bio-page of Your Australian passport; and
- (D) Your confirmed travel itinerary to the Host Location(s) and details of Your arrival arrangements, including temporary accommodation and airport transfer, if applicable; and
- (iii) to satisfy health, safety and risk management requirements:
- (A) a comprehensive Risk Assessment prepared in accordance with the requirements of subsections 2.6(g)-(h) of the Guidelines, which:
1. demonstrates an up-to-date and full understanding of:
 - risks associated with Your Host Location(s), including risks identified through Smartraveller;
 - personal and health risks;
 - contextual risks associated with Your proposed activities during Your Scholarship Program; and
 - safeguarding risks;
 2. has been developed in consultation with Your Home University; and
 3. is approved by Your Home University and the Scholar Support Services team at least six (6) weeks prior to Your departure from Australia;
- (B) medical travel clearance in accordance with the requirements of section 5.7.2 of the Guidelines, confirming Your fitness to travel and undertake Your Scholarship Program overseas, including any required vaccinations and arrangements to manage pre-existing conditions;
- (C) screenshot evidence that You have subscribed to the Smartraveller website for Your Host Location(s);
- (D) screenshot evidence that You have downloaded the Insurance Provider's emergency assistance app on Your mobile phone; and
- (E) completion of all mandatory Pre-Departure Training.

B.5.2 Acknowledgment to travel

- (a) You must not travel until You have received written acknowledgement from the Scholar Support Services Team that You have met all Your pre-departure obligations under clause B.5.1.

B.5.3 Return travel

- (a) You must advise the Scholar Support Services Team of the planned date of Your return to Australia, and provide a copy of Your confirmed return travel itinerary, at least one month before Your Scholarship Program Completion Date.

C. Term of this Agreement

- (a) This Agreement starts on the Effective Date and continues until the Scholar Support Services Team has advised that You have satisfied all Your requirements under this Agreement, unless terminated earlier in accordance with clause 16 of Schedule 1 – General Conditions.

D. Payment of Scholarship Benefits**D.1 General****D.1.1 Procedures for payment of Scholarship Benefits**

- (a) All Scholarship Benefit payments must be paid into a single nominated Australian bank account, which must be:
 - (i) with an Authorised Deposit-taking Institution (ADI); and
 - (ii) held in Your name and under Your sole control.
- (b) You must provide the Scholar Support Services Team with Your Australian bank account details within 28 days after the Effective Date.
- (c) All Scholarship Benefits paid to You directly will be paid in AUD.
- (d) Except for the regular Scholarship Allowance payable under clause D.5, Scholarship Benefits payable to You will be processed in accordance with the Service Provider's standard weekly payment cycles.
- (e) Payment of Scholarship Benefits is conditional upon You providing the Scholar Support Services Team with all relevant supporting documentation.
- (f) We may by notice withhold payment of any Scholarship Benefits in accordance with clause 8.2 of Schedule 1 – General Conditions.

D.1.2 Scholar's Financial Responsibilities

- (a) The Scholarship Benefits are inclusive of all amounts and will not be adjusted or increased to reflect foreign exchange fluctuations, taxes, or other fees.
- (b) The Scholarship Benefits are strictly limited to the matters set out in this section D. You acknowledge You are responsible for funding all other costs associated with Your Scholarship Program, including but not limited to:

- (i) any costs not covered by the Insurance (including the costs of and access to medication for existing medical conditions, ancillary medical services including dental, physiotherapy or optical services); and
 - (ii) all expenses for any accompanying family members.
- (c) You acknowledge that Scholarship Benefits may have financial, tax or legal obligations and that You have sought, or have had the opportunity to seek, relevant professional financial, taxation and legal advice on the implications of entering into this Agreement.

D.1.3 Prohibition on retrospective payments

- (a) We are not liable for, and will not reimburse, any costs incurred by You or a third party before the Effective Date (for example, tuition fee or cost of flight tickets).

D.2 **Travel Allowance**

D.2.1 Travel allowance payments

- (a) We will pay You a Travel Allowance of up to \$3,000, which comprises:
- (i) a \$1,500 pre-departure payment, which will be payable:
 - (A) no earlier than six (6) weeks before Your confirmed departure date, as a contribution towards travel expenses from Australia to Your first Host Location; and
 - (B) subject to You completing all pre-departure requirements under section B.5; and
 - (C) subject to You travelling directly to your first Host Location.
 - (ii) a \$1,500 completion payment, which will be payable:
 - (A) after confirmation of Your Scholarship Program completion, as a contribution towards Your return travel expenses;
 - (B) only if You depart Your Host Location within 14 days of Your Scholarship Program Completion Date, unless otherwise agreed by Us in exceptional circumstances; and
 - (C) subject to You travelling directly back to Australia.
- (b) If You undertake personal leisure travel to another location on Your return trip to Australia, You will not be eligible to receive the \$1,500 completion payment referred to in clause D.2.1(a)(ii).
- (c) The \$1,500 completion payment referred to in clause D.2.1(a)(ii) is not paid in advance, and is only released after You have returned to Australia and provided the Scholar Support Services Team with the following:
- (A) confirmation of Your safe arrival in Australia;
 - (B) a confirmed travel itinerary or e-ticket demonstrating Your direct travel to Australia; and
 - (C) Your completed Final Experience Survey as required under clause E.1.2(b)(ii).

D.2.2 No travel allowance for secondary host locations

- (a) No additional Travel Allowance will be paid other than that specified in clause D.2.1 above.
- (b) You are responsible for travel costs to additional Host Location(s), or return trips to Australia during Your Scholarship Program.

D.3 *Establishment Allowance*

- (a) We will pay You an Establishment Allowance of \$3,000 after You have arrived in Your first Host Location.
- (b) Only one Establishment Allowance is payable, even if Your Scholarship Program includes multiple Host Location(s).

D.4 *Fellow Allowance*

- (a) If You are a Fellow, We will pay You a Fellow Allowance of \$1,000 to purchase study Materials for use during Your Scholarship Program and to contribute to costs associated with Your promotion of the NCP Scholarship Program.

D.5 *Scholarship Allowance***D.5.1 Scholarship Allowance Eligibility**

- (a) We will pay You a Scholarship Allowance of \$3,000 per month, calculated on a pro rata basis, as a contribution toward Your basic living costs.
- (b) This is payable only while You are actively undertaking an approved Component, approved Gap Leave under section F.2, or an approved Leave of Absence under section F.3.

D.5.2 Scholarship Allowance reduced based on time on program

- (a) If You are entitled to the Scholarship Allowance for part of a month, such as Your first or final month for Your Scholarship Program, or because You spent part of the month on a Suspension, the Scholarship Allowance will be reduced based on Your days spent undertaking your Scholarship Program.
- (b) Your entitlement to the Scholarship Allowance is calculated from Your confirmed Scholarship Program Commencement Date (not Your date of arrival in your Host Country(s)) to Your confirmed Scholarship Program Completion Date (not Your date of departure from Your Host Country(s)).

D.5.3 Scholarship Allowance – Timing

- (a) Scholarship Allowances are paid in a single monthly payment run, as advised by the Scholar Support Services Team.
- (b) The processing timelines for your payments will be managed in accordance with the Scholar Support Services Team's payment cycles, which may result in funds being paid in the subsequent cycle.
- (c) You will not receive any Scholarship Allowance payments during a Suspension in accordance with

section F.4, even if You expect to return from Suspension later that month.

D.5.4 Financial Accountability

- (a) You acknowledge You are responsible for and expected to budget and manage Your living costs within the Scholarship Allowance.
- (b) The Scholar Support Services Team will not, under any circumstances, provide stipend advances or process stipend payments outside of the normal payment cycles.

D.5.5 Scholarship Allowance – management of overpayments

- (a) Any overpayment of Your Scholarship Allowance (including overpayments caused by last-minute Suspensions) will be reconciled via a deduction from Your next month's Scholarship Allowance, in accordance with clause 9.3(a) of Schedule 1 – General Conditions.
- (b) If an overpayment occurs in the final month of Your Scholarship Program, We reserve the right to deduct the outstanding owed amount from the \$1500 completion payment payable to You under clause D.2.1(a)(ii), with the deduction being processed in accordance with clause 9.3(a) of Schedule 1 – General Conditions.
- (c) You may be required to repay Us for a Scholarship Allowance overpayment, as per Your repayment obligations under clause 9 of Schedule 1 – General Conditions.

D.6 **Tuition Fees**

D.6.1 Administration of tuition fee contributions

- (a) We will contribute to Your Tuition Fees for any approved Study Component(s) and Language Training Component(s) up to the maximum amount as set out in the table below.
- (b) In accordance with clauses B.1.10(a) and B.1.10(c), all Study Components must be arranged directly with the relevant Host Institution in cooperation with Your Home University.
- (c) You may organise Your Study and/or Language Training Components using a non-profit consortia-based academic service provider in some DFAT priority Host Location(s) (see Guidelines section 5.3), subject to You obtaining Our approval under clause B.1.10(c).
- (d) The monetary amounts set out as the 'Maximum Commonwealth contribution (AUD)' in the table below are maximum caps and do not constitute guaranteed financial entitlements to funding for Your Scholarship Program.
- (e) If Your Tuition Fees fall under the maximum cap, then You must not assume that You have permission to add another Component to Your program. As per section 12.3 of the Guidelines and clause B.1.10, each Component must be formally requested, assessed on its individual merits, and approved by Us.
- (f) Any variation to Your Scholarship Program is subject to the process in clause 5 of Schedule 1 – General Conditions.
- (g) As per clause D.1.3(a), We will not reimburse You for costs You have incurred prior to the Effective Date.

Item	Activity	Length of activity	Eligible Tuition Fee Expenses	Maximum Commonwealth contribution (AUD)
1	Study Component	Up to 2 semesters or 3 trimesters	<ol style="list-style-type: none"> 1. Course fees: payable by Us only if You are a fee-paying student, and no current exchange agreement (for the study field) is available between the Home University and the relevant Host Institution. 2. Administrative fees: Applicable student service, amenities, and application fees charged by the Host Institution. 3. Mandatory course costs: Additional Host Institution costs that meet the following criteria: <ol style="list-style-type: none"> (a) total cost exceeds \$200; (b) the costs are not already covered under an applicable exchange agreement; (c) the Host Institution certifies in writing that the costs are mandatory for completion of Your Study Component; and (d) the Host Institution issues an invoice for the amount. <p><i>(Examples of Mandatory course costs includes: compulsory field trips, Personal Protective Equipment, research ‘bench fees’, etc.)</i></p> 	Up to \$15,000 per semester or \$10,000 per trimester, with a maximum of \$30,000 for the duration of Your Scholarship Program.
2	Language Training Component	<ul style="list-style-type: none"> • Minimum 2 weeks for full time Language Training • No maximum duration for full time Language Training or part time Language Training 	Language Training Fees issued by the approved Language Training Provider.	Up to \$10,000

D.6.2 Payment procedure

- (a) All invoices for Tuition Fees must be issued directly by, and will be paid directly to, the Host Institution, Language Training Provider, or formally approved non-profit university-led consortia.
- (b) Any payments to an approved non-profit consortia-based service provider are subject to the following requirements:
 - (i) You must obtain written agreement from Us under clause B.1.10(c) prior to making any financial commitment;
 - (ii) invoices must be strictly itemised;
 - (iii) We will only pay for costs listed as eligible expenses in the table at clause D.6.1; and
 - (iv) We will not pay for bundled non-listed tuition costs such as visa processing or insurance.
- (c) You must not pay Tuition Fees directly out-of-pocket, unless You have Our prior written agreement.
- (d) We will pay approved Tuition Fees by electronic funds transfer within 5 Business Days of the Scholar Support Services Team receiving a correctly rendered invoice.
- (e) Where an invoice is issued in a foreign currency, the final AUD amount contributed by Us will be calculated using the foreign exchange rate applicable on the date the invoice is paid by the Scholar Support Services Team.

D.6.3 Payment of excess Tuition Fees

- (a) You are responsible for paying, at Your own cost, any portion of the Tuition Fees that exceeds the maximum Commonwealth contribution specified in the table at clause D.6.1.
- (b) If You elect to pay the excess amount, You must pay that amount to Us before We pay the full invoiced amount to Your Host Institution, Language Training Provider, or an approved non-profit university-led consortia.
- (c) If You do not elect to pay the excess amount, You must submit a variation request in accordance with clause 5 of Schedule 1 – General Conditions for Our consideration.

D.7 Mental Health Allowance

D.7.1 Mental Health Allowance

- (a) We may reimburse You up to \$3,000 for Mental Health Services incurred during Your Scholarship Program.
- (b) The Mental Health Allowance contributes to the cost of professional Mental Health Services delivered by qualified and registered practitioners (for example psychologists and social workers) to support mental health issues.
- (c) The Mental Health Allowance is separate to the Insurance for the NCP Scholarship Program, under which additional benefits may be available for physical and mental health issues that You may experience during Your Scholarship Program. You should refer to the Insurance Policy Handbook for

details of available Insurance benefits that can be claimed.

D.7.2 Eligibility

- (a) You are only eligible to receive the Mental Health Allowance if You are accessing Mental Health Services while undertaking Your Scholarship Program in Your approved Host Location(s).
- (b) The Mental Health Allowance is not applicable to Mental Health Services accessed while You are in Australia.

D.7.3 Approval process

- (a) You must seek and obtain prior formal approval from the Scholar Support Services Team before accessing any Mental Health Services or attending any appointments for which reimbursement is sought.
- (b) To receive a reimbursement, You must:
 - (i) pay for the approved Mental Health Services using Your own funds; and
 - (ii) submit a correctly rendered tax invoice demonstrating proof of payment in accordance with clause D.1.1(e).

E. **Reporting and Evaluation**

E.1.1 Providing evidence of completion to the program

- (a) You must provide the Scholar Support Services Team with a copy of the Academic Transcript provided to You by Your Host Institution at the completion of each semester or trimester (as applicable) for Your Study Component, within 21 days of the Academic Transcript being issued by Your Host Institution.
- (b) For each Language Training Component, You must provide the Scholar Support Services Team with a completion certificate within seven (7) days of the certificate being issued by the Language Training Provider.

E.1.2 Scholar progress reporting

- (a) Submission of progress reporting is a strict condition of this Agreement.
- (b) You must submit to the Scholar Support Services Team the following reports in the format required by Us:
 - (i) a Component Completion report within seven (7) days of completing each Component;
 - (ii) the Final Report and Experience Survey within seven (7) days of Your Scholarship Program Completion Date.
- (c) For the purposes of clause E.1.2(b)(i), a Study Component or Language Training Component is completed:
 - (i) when You finish Your final exam or assessment; or

- (ii) submit Your final coursework for that Component; and
- (iii) is not based on when You receive Your grades.

E.1.3 Routine contact and monitoring

- (a) To support Your Scholarship Program and ensure compliance with this Agreement, We and the Scholar Support Services Team may contact Your Home University, Host Institution(s), Host Organisation(s), and Language Training Provider(s) to verify Your participation and compliance with the requirements of Your Scholarship Program.

F. **Permitted Gaps and Suspension of Scholarship Term**

F.1 ***Permitted Gaps – Gap Leave, Leave of Absence***

F.1.1 General provisions

- (a) You are required to complete Your Scholarship Program on a Full-Time basis at all times during the Scholarship Term, subject to any of the following Permitted Gaps:
 - (i) Gap Leave; or
 - (ii) Leave of Absence.
- (b) A Permitted Gap must not result in:
 - (i) the Scholarship Term exceeding 19 months; or
 - (ii) any additional costs to Us, the Service Provider, the Host Institution(s), the Host Organisation(s) (if any), or the Language Training Provider (if any).
- (c) If a Permitted Gap results in any additional costs as specified in clause F.1.1(b)(ii), it may be recovered by Us as a deduction or repayment under clause 9 of Schedule 1 – General Conditions.
- (d) Your entitlement to Scholarship Benefits will be unaffected during approved Gap Leave or Leave of Absence, except as otherwise provided in this Agreement.
- (e) The NCP Scholarship Program does not provide additional leave entitlements, including for parental leave.
- (f) Travel during a Permitted Gap is subject to the same travel requirements at clauses B.4.8 and B.4.9.

F.1.2 Insurance coverage during a Permitted Gap

- (a) You will continue to receive coverage through the NCP Scholarship Program Insurance during a Permitted Gap, subject to the applicable terms and exclusions notified to You for the Insurance through the Insurance Policy Handbook.
- (b) It is Your responsibility to review the terms and exclusions for the Insurance and obtain any additional insurance cover required in accordance with clause B.4.4.

F.2 Gap Leave

F.2.1 Gap Leave Purpose and eligibility

- (a) You may apply for Gap Leave to bridge the time between approved Components of Your Scholarship Program.
- (b) You are not permitted to apply for Gap Leave for personal travel at the beginning or end of Your Scholarship Program.
- (c) We will only approve Gap Leave if You have already formally confirmed the Component immediately following the period of Gap Leave.
- (d) We will not backdate Gap Leave if You confirm Your next Component while on Suspension.

F.2.2 Gap Leave Limits

- (a) You may take up to 28 calendar days of Gap Leave during the first 12 months of Your Scholarship Term.
- (b) If Your Scholarship Term lasts longer than 12 months, You may take an additional 14 calendar days of Gap Leave to bridge components.
- (c) You must arrange Your Components to minimise breaks to ensure You do not exceed these limits.

F.2.3 Scholarship Benefits and Debt Recovery

- (a) Approved Gap Leave does not affect Your Scholarship Benefits, and We will continue to pay Your monthly Scholarship Allowance stipend under clause D.5.
- (b) To retain these Scholarship Benefits, You must subsequently complete a Component as part of your Scholarship Program that lasts at least as long as Your approved Gap Leave.
- (c) If You withdraw from the Scholarship Program or We terminate this Agreement, the Commonwealth may require You to repay any Scholarship Allowance previously paid to You during Your Gap Leave, in accordance with clause 9 of Schedule 1 – General Conditions.

F.3 Leave of Absence

F.3.1 Leave of Absence purpose and eligibility

- (a) A Leave of Absence is a short-term, approved break from activities related to Your Scholarship Program, which can be used to manage personal or professional circumstances.
- (b) We will only approve a Leave of Absence for the following reasons:
 - (i) compassionate and compelling reasons;
 - (ii) issues relating to Your safety and security;
 - (iii) compliance with immigration and residency requirements; or

- (iv) attendance at an external activity that provides value to Your field of study or Asia capability, such as personal or professional development, or participation in diplomatic and ASEAN events.
- (c) To access Leave of Absence, You must provide written support for the proposed leave from Your current Host Institution, Host Organisation, or Language Training Provider (as applicable), unless otherwise agreed by Us in exceptional circumstances.

F.3.2 Leave of absence limits

- (a) You may take up to 14 calendar days of Leave of Absence during the first 12 months of Your approved Scholarship Term.
- (b) If Your approved Scholarship Term exceeds 12 months, You may take an additional 7 calendar days of Leave of Absence.
- (c) If You require further time away from Your Scholarship Program, You may request to be placed on Suspension in accordance with clause F.4.3.

F.4 **Suspension**

F.4.1 General provisions

- (a) A Suspension is an unpaid hiatus from Your Scholarship Program.
- (b) During a Suspension, all Scholarship Benefits, including Your monthly Scholarship Allowance stipend, and any supplemental allowances, cease immediately.
- (c) You are not covered by NCP Scholarship Program Insurance during a Suspension.
- (d) Suspensions are a last resort. Any Suspensions will be kept to a minimum to ensure that You maintain continuity and immersion in Your Scholarship Program.
- (e) During any period of Suspension, Your active engagement in Your Scholarship Program is paused, but You remain an NCP Scholar. Throughout the Suspension, You:
 - (i) continue to be bound by the NCP Scholar Code of Conduct; and
 - (f) must not engage in any activities that could bring the NCP into disrepute
- (g) Suspensions fall into two (2) categories:
 - (i) mandatory suspension, which is imposed by Us due to non-compliance, ineligibility or unapproved changes to Your Scholarship Program (among other things); or
 - (ii) voluntary suspension, which You may request in advance for exceptional circumstances.
- (h) A Suspension must not exceed 30 days in a single block unless We approve an exception.
- (i) A Suspension must not result in:
 - (i) Your total Scholarship Term exceeding 19 months; or
 - (ii) any additional costs being incurred by Us, the Service Provider, the Host Institution(s), the Host

Organisation(s) (if any), or the Language Training Provider (if any).

- (j) Clause **Error! Reference source not found.** sets out the impact a Suspension has on the payment of Your Scholarship Allowance.

F.4.2 Mandatory suspension (program-imposed)

- (a) We will immediately place You on a Suspension if:
- (i) You are not undertaking an approved full-time Component or Permitted Gap, which includes concluding a Component without a formally approved subsequent Component as required under clause F.2.1(c);
 - (ii) You undertake unapproved travel;
 - (iii) We reasonably believe that You have not complied with this Agreement;
 - (iv) We have a right to terminate this Agreement under clause 16 of this Schedule 1 – General Conditions;
 - (v) You cannot perform Your Scholarship Program for any period of time, including for non-performance due to medical reasons (where Leave of Absence is not available); or
 - (vi) Your conduct, or a potential breach of this Agreement, is being investigated by Us, the Service Provider, Your Host Institution or Organisation, or any relevant local authority in the Host Location.
- (b) A decision by Us to place You on Suspension under this clause F.4.2 does not limit Our right to subsequently terminate this Agreement under clause 16 of this Schedule 1 – General Conditions.
- (c) Without limiting Our rights under this section F.4, We may terminate this Agreement under clause 16 of this Schedule 1 – General Conditions, without placing You on Suspension.

F.4.3 Voluntary suspension (scholar-initiated)

- (a) In exceptional circumstances, You may request in advance that You enter a period of Suspension, if You:
- (i) have a break in Your program that exceeds Your Gap Leave or Leave of Absence entitlements; or
 - (ii) plan to travel to Australia or outside Your approved Host Location(s).
- (b) We will consider Your Suspension request under clause F.4.3(a), having regard to the:
- (i) NCP Scholarship Program objectives as outlined in the Guidelines;
 - (ii) requirement to maintain an immersive experience in Your Host Location(s); and
 - (iii) Commonwealth Grants Rules and Principles 2024 (Cth).
- (c) Your request for Suspension under clause F.4.3(a) will not be approved if You intend to use it to undertake activities, including travel, that are not permitted under the Guidelines.

- (d) You acknowledge that there is no guarantee that a proposed Suspension as requested by You under this clause F.4.3 will be approved by Us.

F.4.4 Your obligations while suspended

- (a) During a Suspension, You must at all times:
 - (i) maintain a valid visa for Your Host Location(s) and provide evidence of Your visa arrangements;
 - (ii) obtain personal travel insurance if outside Australia, and provide evidence of Your insurance coverage; and
 - (iii) comply promptly with all information requests from the Scholar Support Services Team.
- (b) We may terminate this Agreement with immediate effect if You do not comply with clause (a).
- (c) For a Suspension implemented without advance notice under clause F.4.2, You must obtain private travel insurance within 48 hours of the Suspension period commencing.
- (d) For a Suspension implemented under clause F.4.3, You must obtain private travel insurance before the Suspension period commences.
- (e) You acknowledge that You may need to depart Your Host Location and return to Australia during a Suspension to secure or renew a valid visa.
- (f) You must fund any such travel independently and We will not pay any additional Travel Allowance to cover these costs.

F.4.5 Resuming the Scholarship Program

- (a) You may request Our approval to recommence Your Scholarship Program once the reasons for the Suspension are resolved.
- (b) We will notify You when a period of Suspension ceases.
- (c) If You were placed on Suspended on medical grounds under clause F.4.3, You must provide medical evidence (at Your own cost) demonstrating You are fit to resume Your Scholarship Program in Your Host Location(s).
- (d) We retain sole discretion over whether You may resume Your Scholarship Program.

G. **Alumni Community**

G.1 **Alumni**

- (a) Following the successful completion of Your Scholarship Program, You may be invited to become an NCP Alum and participate in the NCP Alumni community.
- (b) We:
 - (i) retain sole discretion over invitations to the NCP Alumni Network; and
 - (ii) may invite You to join the NCP Alumni Network, if You:

- (A) successfully complete Your Scholarship Program in accordance with Your Scholarship Application; and
- (B) comply with all requirements of this Agreement.

DRAFT

Signatures

Executed as an Agreement

Commonwealth of Australia:

Signed for and behalf of, by Palladium International Pty Ltd, ABN 23 010 020 201, as agent of the Commonwealth of Australia as represented by the Department of Foreign Affairs and Trade.

Name (print):

Position (print):

Signature and date:

Witness Name (print):

Witness signature and date:

[Insert Scholar's name]:

Your full legal name (print):

Signature and date:

Witness Name (print):

Witness signature and date:

Note: *The witness must be over 18 years of age and must not be a party to this Agreement.*

Schedule 1 – General Conditions

1. Undertaking Your Scholarship Program

- 1.1. You agree to undertake Your Scholarship Program in accordance with this Agreement.
- 1.2. You agree that You are fully responsible for undertaking Your Scholarship Program and for ensuring the performance of all Your obligations under this Agreement in accordance with all relevant Laws.
- 1.3. You agree that You will not be relieved of Your responsibilities under clause 1.2 above because of:
 - (a) the granting or withholding of any approval or the exercise or non-exercise of any right by the Commonwealth; or
 - (b) any payment to, or withholding of any payment from, You under this Agreement.

2. Notices

- 2.1. Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of Your Scholarship Program, management of the Grant, or performance of any other requirements under this Agreement.
- 2.2. A notice given by a Party under this Agreement must be in writing and addressed to the other Party's representative as set out in the Scholarship Details or as most recently updated by notice given in accordance with this clause 2.2.

3. Relationship between the Parties

- 3.1. 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.

4. Conflict of Interest

- 4.1. You must promptly declare in writing, to the Scholar Support Services Team or to the NCP Secretariat, any actual, perceived or potential Conflicts of Interest, as per section 13.3 of the Guidelines. Where You declare any Conflict of Interest which could affect Your performance of this Agreement, You must comply with any reasonable directions We issue to You to mitigate or otherwise resolve the Conflict of Interest to Our reasonable satisfaction.

5. Variation

- 5.1. This Agreement may only be varied in writing and by agreement of the Parties.
- 5.2. Any variation to Your Scholarship Program must meet the requirements in section 12.3 of the Guidelines. Variations will only be approved in compelling/exceptional circumstances.
- 5.3. You must request any variation to Your Scholarship Program (including as set out in Your Scholarship Application) by way of a program Variation Request form provided by the Scholar Support Services Team, including supporting documentation, within the timeline specified in the Guidelines.
- 5.4. Our decisions relating to requests for variations are final and are in Our absolute discretion.

6. Confidential Information

- 6.1. You agree not to disclose Commonwealth Confidential Information without prior written consent unless required by law, the Australian Parliament or where required by a stock exchange.
- 6.2. Where You are required to disclose Commonwealth Confidential Information under clause 6.1, You must notify Us as soon as possible regarding the required disclosure, to the extent that it is lawful to do so.
- 6.3. We agree to not disclose any Scholar Confidential Information unless permitted under Clause 6.4
- 6.4. We are permitted to disclose Scholar Confidential Information to:
- (a) the NCP Secretariat and other employees and contractors of the Commonwealth to help Us manage the NCP Scholarship Program effectively, including for an integrity purpose;
 - (b) employees and contractors of DFAT so We can research, assess, monitor and analyse DFAT programs and activities;
 - (c) employees and contractors of other Commonwealth agencies for any purposes, including government administration, research or service delivery;
 - (d) other Australian Government agencies for law enforcement purposes, where the disclosure will serve the Australian Government's legitimate interests and, if necessary, to substantiate an applicant's claims;
 - (e) other Commonwealth, State, Territory or local government agencies in NCP Scholarship Program reports and consultations;
 - (f) the Auditor-General, Ombudsman, Australian Privacy Commissioner or National Anti-Corruption Commissioner, or staff of their agencies,
 - (g) the responsible Minister or Parliamentary Secretary and their staff; or
 - (h) a House or a Committee of the Australian Parliament.

7. Spending the Grant

- 7.1. You agree to spend the Grant for the purpose of undertaking Your Scholarship Program in accordance with this Agreement.

8. Payment of the Scholarship Benefits

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

Withholding of payments

- 8.2. We may, by notice, withhold payment of any amount of the Scholarship Benefits where We:
- (a) determine that an overpayment of Scholarship Benefits has occurred for any reason, including where a payment has been made in error;
 - (b) reasonably believe that You have not complied with this Agreement;

- (c) reasonably consider that there is a serious issue regarding Your participation in Your Scholarship Program or this Agreement that requires investigation; or
- (d) reasonably believe that You are unable to undertake Your Scholarship Program.

8.3. A notice under clause 8.2 above, will, where reasonably practicable:

- (a) set out the reasons for any payment being withheld; and
- (b) identify any steps that You can take to address those reasons.

8.4. The withholding of Scholarship Benefits under this clause 8 is separate from, and does not limit, any rights relating to Suspension under section F.4 or termination under clause 16 of this Schedule 1 – General Conditions.

9. Repayment

9.1. You agree to repay to Us Scholarship Benefits, in full or in part, as directed by Us, if:

- (a) You do not comply with Your obligations to complete Your Scholarship Program in accordance with this Agreement (without prior written approval or an exemption from Us);
- (b) an amount has been paid to You in error or in excess of Your entitlement under this Agreement;
- (c) the Scholarship Benefits have not been spent, or are not being spent, in accordance with clause 7 of this Agreement; or
- (d) an amount is otherwise required to be repaid under this Agreement.

9.2. Without limiting clause 9.1, if this Agreement is terminated under clause 16, You must repay:

- (a) to Us the Tuition Fees paid by Us for any part of the Study Component or Language Training Component that not been commenced at the date of termination; and
- (b) any other Scholarship Benefits paid in respect of activities not undertaken or not completed in accordance with this Agreement.

9.3. We may recover any amount payable under this clause 9:

- (a) by deducting that amount from and Scholarship Benefits that become payable to You; or
- (b) as a debt due to the Commonwealth.

9.4. If We give You a notice requiring repayment of an amount under this Agreement:

- (a) You must repay that amount in full within the time period specified in the notice;
- (b) if You are unable to repay the amount in full within that period, You may request that We approve a repayment arrangement, including payment by instalments, and We may approve such a request at Our sole discretion;
- (c) We may require You to provide information about Your financial circumstances for the

purposes of considering any repayment arrangement;

- (d) We may vary or terminate any approved repayment arrangement if You do not comply with its terms;
- (e) interest may accrue on any unpaid amount from the due date until it is paid in full, at a rate determined by Us, acting reasonably; and
- (f) We may recover the unpaid amount, including any accrued interest, as a debt due to the Commonwealth without requiring further proof of the debt.

9.5. Where We approve a repayment arrangement under clause 9.4(b):

- (a) You must make instalment payments in accordance with the repayment arrangement;
- (b) We may periodically seek further information about Your financial circumstances during the agreed repayment arrangement and make changes to that arrangement, if Your financial circumstances change;
- (c) if You fail to pay an instalment under the agreed repayment arrangement within seven (7) days of that instalment becoming due, We may give You a notice requiring immediate payment of the instalment;
- (d) if You fail to pay that instalment within 10 days of the date on the notice, the whole of the remaining amount will become immediately due, and We may recover that amount as a debt due to the Commonwealth without requiring further proof of the debt.

9.6. In extenuating circumstances, We may, in Our sole discretion, and subject to any legislative obligations, agree to provide You with an exemption from Your obligation to make a repayment required under this Agreement.

9.7. Nothing in this clause 9 limits any other rights of recovery available to Us under this Agreement or at law.

10. Record keeping

10.1. You agree to keep financial accounts and other records relating to the expenditure of the Grant and the conduct and management of Your Scholarship Program and to provide copies of the records to Us, upon request.

11. Intellectual Property

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

11.2. 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 (including any Existing Material incorporated in, or supplied as part of, the Reporting Material) for any purpose connected with the Scholarship Program including, but not limited to, the administration and promotion of the NCP Scholarship Program.

- 11.3. You warrant that the provision and use of Reporting Material in accordance with this Agreement and Our rights will not infringe any third party's Intellectual Property Rights.
- 11.4. This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

12. Privacy

- 12.1. When dealing with Personal Information in carrying out Your Scholarship Program, You agree not to do anything which, if done by Us, would be a breach of the *Privacy Act 1988 (Cth)* including an Australian Privacy Principle.
- 12.2. You consent to the collection, use and disclosure of Your Personal Information as described in **Error! Reference source not found.**

13. Indemnities

- 13.1. You indemnify Us, Our officers, employees and contractors against any claim, loss or damage arising in connection with Your Scholarship Program.
- 13.2. 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.

14. Complaints

Initial Resolution with the Managing Contractor

- 14.1. Without limiting clause 15 below, if You experience an issue regarding the administration of Your Scholarship Program, You must first attempt to resolve the matter directly with the Scholar Support Services Team.
- 14.2. To initiate this process, You must formally lodge Your complaint in writing with the Scholar Support Services Team.
- 14.3. On receiving the complaint, the Scholar Support Services Team will
- (a) promptly investigate the issue;
 - (b) conduct an objective review; and
 - (c) work transparently with You to reach an equitable resolution.
- 14.4. Any outcomes under clause 14.3 must strictly align with:
- (a) the NCP Scholarship Guidelines applicable to Your year of award; and
 - (b) the terms of Your Scholarship Agreement.

Escalation to the NCP Secretariat (DFAT)

- 14.5. You may formally escalate Your complaint to the NCP Secretariat within the Department of Foreign Affairs and Trade (DFAT) if:
- (a) the matter remains unresolved after exhausting the Scholar Support Services Team's internal resolution pathways;

- (b) the grievance involves a serious policy breach; or
- (c) the grievance involves a perceived or actual conflict of interest regarding the Scholar Support Services Team.

14.6. To initiate an escalation, You must submit Your complaint in writing via email to ncp.secretariat@dfat.gov.au. Your submission must clearly detail:

- (a) the factual background of the dispute;
- (b) the specific grounds for escalation; and
- (c) all prior correspondence with, and formal outcomes issued by, the Scholar Support Services Team.

Departmental review

- 14.7. Upon receipt of a valid escalation in accordance with clause 1.2(b), the NCP Secretariat will conduct an independent review of the matter to determine a final resolution.
- 14.8. Nothing in this Agreement limits Your right to refer the matter to the Office of the Commonwealth Ombudsman (under Guidelines section 13.1) should You remain dissatisfied with the manner in which DFAT has handled the administrative review process.

15. Dispute resolution

- 15.1. The Parties agree not to initiate legal proceedings in relation to a dispute arising under this Agreement unless they have tried and failed to resolve the dispute by negotiation.
- 15.2. Unless clause 15.5 applies, the parties agree to continue to perform their respective obligations under this Agreement where a dispute exists.
- 15.3. If You or We consider that a dispute has arisen, that Party must notify the other Party in writing, setting out the nature of the dispute.
- 15.4. The Parties may agree to refer the dispute to an independent third person for assistance in resolving the dispute.
- 15.5. This clause does not prevent a Party from:
 - (a) taking action in relation to termination of this Agreement;
 - (b) seeking urgent interlocutory or injunctive relief; or
 - (c) taking action to recover amounts payable under this Agreement.
- 15.6. Each Party will bear its own costs in complying with this clause, unless otherwise agreed.
- 15.7. We will act reasonably in engaging with You to resolve any dispute under this clause.

16. Termination

Termination for fault or material breach

- 16.1. We may terminate this Agreement immediately by written notice, if We reasonably believe that:
- (a) You have committed a material breach of this Agreement;
 - (b) You are otherwise unable or unwilling to continue participating in the Scholarship Program in accordance with this Agreement; or
 - (c) any of the following events occur:
 - (i) You fail to comply with any reasonable directions given to You by the Scholar Support Services Team or Us relating to Your safety and security;
 - (ii) You travel to a region within or outside Your Host Location(s) for which the Smartraveller advice is Level 3 ('Reconsider Your need to travel') or Level 4 ('Do not travel');
 - (iii) You fail to maintain a valid visa;
 - (iv) We reasonably suspect You have failed to comply with the local laws of Your Host Location(s);
 - (v) You fail to provide evidence of private travel insurance within the required timeframes while on a Suspension under clause F.4.4;
 - (vi) You fail to comply in a timely way with information requests from the Scholar Support Services Team while outside Australia on Suspension;
 - (vii) You provide false or misleading statements in Your Scholarship Application Form or while undertaking Your Scholarship Program;
 - (viii) You breach DFAT's Child Protection Policy or DFAT's Preventing Sexual Exploitation, Abuse and Harassment (PSEAH) Policy;
 - (ix) We reasonably believe You have committed a Fraud offence;
 - (x) You fail to declare a criminal record or conviction in Your application, or You are subsequently charged with or convicted of a criminal offence that may harm the reputation of the NCP Scholarship Program;
 - (xi) We reasonably consider that You have acted in a way that has caused material reputational harm to the NCP Scholarship Program or the Australian Government;
 - (xii) We reasonably consider that Your continued participation poses an unacceptable risk to the health, safety, or security of any person, or fundamentally compromises the integrity and core objectives of the NCP Scholarship Program.

Additional termination rights

- 16.2. Without limiting clause 16.1, We may terminate this Agreement with 28 days' written notice where

We reasonably believe:

- (a) You have breached this Agreement, including the NCP Scholar Code of Conduct or the NCP Scholarship Program Media and Publication Guidelines;
- (b) You have failed to attend classes, participate in Components, or complete assessments as required by Your Host Institution or Host Organisation;
- (c) You have repeatedly failed to respond to routine information requests from the Scholar Support Services Team;
- (d) You remain on Suspension for more than 30 consecutive days without an approved exception or without formally confirming a subsequent Component;
- (e) You have become bankrupt; or
- (f) We reasonably determine that circumstances have arisen that make the continuation or successful completion of Your Scholarship Program practically or administratively impractical, and no suitable program variations or Permitted Gaps are viable.

Termination by You

16.3. You may Terminate this Agreement by written notice to Us.

Consequences of Termination

16.4. If this Agreement is terminated under clauses 16.1, 16.2, or 16.3:

- (a) You must immediately cease Your Scholarship Program and Your participation in the NCP Scholarship Program;
- (b) We may require You to take all reasonable steps to minimise any loss resulting from the termination;
- (c) any entitlement to Scholarship Benefits, including the coverage under the Insurance, ceases on the date the terminate takes effect, except for amounts that have accrued and remain payable under this Agreement;
- (d) You must repay any amounts required to be repaid under clause 9; and
- (e) We may direct how any unspent or improperly applied Scholarship Benefits are to be dealt with.

16.5. Without limiting clause 16.4, if this Agreement is terminated under clause 16.2:

- (a) We will concurrently place You on Suspension under clause F.4.2.;
- (b) You will not receive the receive the \$1,500 completion payment referred to in clause D.2.1D.2.1(a)(ii), unless:
 - (i) We provide exceptional written approval, for which We will consider the reasons for Your termination, and the Components completed to date; and
 - (ii) You meet all the requirements under clause D.2.1 before the date of termination.

Termination for convenience

16.6. We may terminate or reduce the scope of this Agreement by written notice if:

- (a) there is a change in government policy, or
- (b) we reasonably consider it is necessary:
 - (i) due to changes in Smartraveller advice for Your Host Location(s) to Level 3 ('Do not travel') or Level 4 ('Reconsider Your need to travel');
 - (ii) due to a natural disaster or political unrest in Your Host Location(s); or
 - (iii) for You to discontinue Your Scholarship Program to protect Your health and safety.

16.7. If this Agreement is terminated or reduced in scope under clause 16.6:

- (a) We may require You to take all reasonable steps to minimise any loss resulting from the termination for convenience or reduction in scope;
- (b) We will only be liable to pay amounts that have accrued and are payable at the date of termination;
- (c) We may reimburse any substantiated, reasonable expenses that You unavoidably incur, relating directly to the termination for convenience or reduction in scope, to the extent determined by Us.

16.8. Our liability to pay any amount under clause 16.7:

- (a) is subject to Your compliance with this Agreement; and
- (b) capped at the total amount of the Scholarship Benefits payable as at the date of termination under any notice issued under clause 16.6.

16.9. You are not entitled to compensation for loss of prospective profits or benefits as a result of termination.

17. Applicable Law

17.1. This Agreement is governed by the laws of the Australian Capital Territory (ACT) and the Parties submit themselves to the non-exclusive jurisdiction of the courts of the ACT.

18. Survival

18.1. The following clauses will continue to apply after the termination or expiry of this Agreement:

- (a) Clause 6 - Confidential Information;
- (b) Clause 7 - Spending the Grant;
- (c) Clause 9 - Repayment;
- (d) Clause 10 - Record Keeping;

- (e) Clause 11 - Intellectual Property;
- (f) Clause 12 - Privacy;
- (g) Clause 13 - Indemnities; and
- (h) Clause 18 - Survival.

19. Definitions

19.1. In this Agreement, unless the contrary appears:

- **Academic Transcript** means an official document issued by the Home or Host University as a record of all completed units and results throughout the student's enrolment.
- **Agreement** has the meaning in clause A.2(a).
- **Alum or Alumni** means a person described in section G.
- **ASEAN** means the Association of Southeast Asian Nations.
- **Auditor-General** means the independent officer of the Parliament with responsibility under the *Auditor-General Act 1997* for auditing Commonwealth entities and reporting to the Australian Parliament.
- **AUD** means the Australian dollar.
- **Australian Qualifications Framework** is accessible at: <https://www.aqf.edu.au/>.
- **Australian University** a registered higher education provider for the purposes of the *Tertiary Education Quality and Standards Agency Act 2011* (Cth) that is registered in an 'Australian University' category.
- **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.
- **Child Protection and Sexual Exploitation, Abuse and Harassment Incident Notification Form** means the incident notification form available on DFAT's website at <https://www.dfat.gov.au/sites/default/files/child-protection-seah-incident-notification-form.pdf>, as amended from time to time.
- **Child Protection Policy** means the DFAT policy accessible at: <https://www.dfat.gov.au/international-relations/themes/child-protection/child-protection-policy>, as amended from time to time.
- **Commonwealth** means the Commonwealth of Australia as represented by the Department of Foreign Affairs and Trade and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth Confidential Information** means information which We provide to You that:
 - (a) is by its nature confidential;
 - (b) is designated by Us as being confidential; or
 - (c) a Party knows or ought to know is Confidential, but does not include information which:
 - i. is or becomes public knowledge, other than by breach of this Agreement or any other confidentiality obligation;
 - ii. has been independently developed or acquired by You as established by written evidence; or

iii. is lawfully in the possession of You without restriction in relation to disclosure before the date of receipt from Us.

- **Component** means any of the following: Study Component, Language Training Component, Internship Component or Mentorship Component.
- **Conflict of Interest** refers to real, apparent, perceived or potential private or personal associations or interests (financial or non-financial) which improperly influence, or may improperly influence, a person's performance of their role and responsibilities in relation to the NCP Scholarship Program. Contracted Service Provider (The Contractor) DFAT's contracted Service Provider who provides administration and support services to the NCP program.
- **DFAT** means the Department of Foreign Affairs and Trade.
- **Effective Date** means the date that this Agreement is signed by the last Party to do so.
- **Eligibility Requirements** mean the requirements referenced in Section 4 of the Guidelines.
- **Establishment Allowance** means the monetary contribution towards assisting You to establish Yourself in the Host Location(s) as outlined in clause D.3.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material.
- **Fellow** means NCP scholars playing a leadership role in promoting the NCP and its objectives during their scholarship and afterwards as part of the NCP Alumni community and notified by Us.
- **Fellow Allowance** means (if applicable) the monetary contribution towards Your study Materials and Your promotion of the NCP as outlined in clause D.4.
- **Final Experience Survey** means the survey to be completed by You on the completion of Your Scholarship Program.
- **Final Report** means the Final Report submitted by You following the completion of Your Scholarship Program within seven days of Your Scholarship Program Completion Date together with Your Final Experience Survey, being pre-requisites for final Scholarship Benefit payments.
- **Fraud** means dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes alleged, attempted, suspected or detected fraud.
- **Full Time** means for:
 - (a) a Study Component: either a semester or trimester as defined by the Host Institution;
 - (b) an Internship Component: between 22 and 38 hours per week; or
 - (c) a Language Training Component: a minimum of 15 contact hours per week (plus personal language study/practice), bringing the expected total hours for full-time language study to between 22 and 38 hours per week.
- **Gap Leave** means paid leave for an unavoidable gap between Scholarship Program Components, up to a maximum of 28 days for the first 12 months of Your Scholarship Program. Followed by 14 days for the next period of Your Scholarship Program.
- **Grant** means the money, or any part of it, payable by the Commonwealth to You for Your Scholarship Program as specified in the Scholarship Details and includes any interest earned by You on that money once the Grant has been paid to You.
- **Home University** means the Australian University in which You are enrolled while undertaking Your Scholarship Program and will confer Your degree upon completion.
- **Host Institution(s)** means a university where You will undertake or are undertaking Your Study Component in the Host Location. Excludes offshore campuses of universities established or headquartered outside the Host Location, with the exception of Australian offshore campuses that are

able to offer a genuinely immersive experience.

- **Host Location(s)** means the location(s) set out in Your Scholarship Application Form to which You will travel to undertake Your Scholarship Program.
- **Host Organisation** means (as applicable) the organisation(s) set out in Your Scholarship Application Form for which You undertake an Internship Component or a Mentorship in the Host Location(s).
- **Indo-Pacific** means the locations listed in section 5.6 of the Guidelines.
- **Insurance** means the travel and medical Insurance coverage that We will arrange for You set out in clause B.4.4.
- **Insurance Policy Handbook** means the handbook provided to You under clause B.4.4(b), under which medical and travel insurance cover is extended, under an existing policy for the cohort year, for the NCP Scholarship Program to cover certain claims by You as detailed in that handbook.
- **Insurance Provider** means the third-party provider under the Insurance Policy Handbook.
- **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 or Internship Component** means (as applicable) the paid or unpaid professional work experience You undertake with a Host Organisation in Your Host Location(s) as set out in Your Scholarship Application Form, in accordance with the Eligibility Requirements.
- **Language Training** means (as applicable) language-based training undertaken by You as set out in Your Scholarship Application Form in accordance with the Eligibility Requirements.
- **Language Training Component** means the component of Your Scholarship Program related to Language Training identified in Your Scholarship Application Form.
- **Language Training Provider** means the provider set out in Your Scholarship Application Form with which You will undertake the Language Training Component.
- **Leave of Absence** has the meaning in clause F.3,.
- **Letter of Offer** means the written offer issued to You by the Commonwealth confirming the award of Scholarship to You.
- **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 Allowance** means the monetary contribution towards Mental Health Services You receive as outlined in clause D.7.
- **Mental Health Service** means professional counselling to foster a state of well-being, in which You realise Your own abilities, cope with the normal stresses of life, work productively and are able to make a contribution to Your community.
- **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.
- **Mentorship Component** means the component of Your Scholarship Program related to Mentorship identified in Your Scholarship Application Form.
- **New Colombo Plan Scholar Code of Conduct** or **NCP Code of Conduct** means the Code of Conduct applicable to Scholars for the duration of their Scholarship Program, accessible at: <https://www.dfat.gov.au/people-to-people/new-colombo-plan/resources>
- **NCP Scholarship Program Media and Publication Guidelines** means the DFAT policy accessible at: <https://www.dfat.gov.au/people-to-people/new-colombo-plan/resources>
- **NCP Scholarship Program** or **Program** means the New Colombo Plan Scholarship Program as described in the Background and in the Scholarship Program Guidelines.
- **NCP Secretariat** means of office within DFAT responsible for strategic leadership, policy,

implementation, monitoring and evaluation, and public diplomacy for the NCP Scholarship Program, contactable at: ncp.secretariat@dfat.gov.au

- **Ombudsman** means the Commonwealth Ombudsman who is an independent body capable of investigating complaints about the Australian Government.
- **Party** means You or Us.
- **Permitted Gap** means either Gap Leave or a Leave of Absence under clause F.1.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Primary Host Location** means where Your Scholarship Application Form sets out more than one Host Location, the Host Location that is identified as the primary location.
- **Private Sector Organisation** means 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.
- **Pre-Departure Training** is training made available to the You by Us that includes both compulsory and non-compulsory components. Compulsory components must be undertaken prior to deployment.
- **Pro rata Calculation** means (the number of days in a calendar month You are entitled to receive the Scholarship Allowance) x $(\$2,500 \times 12 \div 365.25)$.
- **Protection from Sexual Exploitation, Abuse and Harassment (PSEAH) Policy** means the DFAT policy accessible at: <https://www.dfat.gov.au/international-relations/themes/protection-sexual-exploitation-abuse-and-harassment>, as amended from time to time.
- **Reporting Material** means all Material which You are required to provide to Us for reporting purposes as specified in the Scholarship Details, or which You otherwise create for the purpose of performing this Agreement.
- **Risk Assessment** means the assessment of risk required to be undertaken under clause B.5.1(b)(iii)(A).
- **Scholar** means a person awarded a scholarship under the NCP Scholarship Program.
- **Scholar Confidential Information** means information which You provide to Us and satisfies one or more of the following:
 - (a) information clearly identified by You, along with an explanation, as confidential, which We agree is confidential;
 - (b) the information is commercially sensitive;
 - (c) disclosure of the information would cause unreasonable harm to You or someone else,
 - (d) but does not include information which:
 - (e) is or becomes public knowledge, other than by breach of this Agreement or any other confidentiality obligation;
 - (f) has been independently developed or acquired by Us as established by written evidence; or
 - (g) is lawfully in Our possession without restriction in relation to disclosure before the date of receipt from You.
- **Scholarship** means an award under the NCP Scholarship Program, including the relevant Scholarship Benefits.
- **Scholarship Allowance** means the monthly monetary contribution towards Your everyday living costs as outlined in clause D.5.

- **Scholarship Application** means the application submitted by You in response to the Scholarship Program Guidelines.
- **Scholarship Benefits** means the Travel Allowance, the Establishment Allowance, the Fellows Allowance (if applicable), the Scholarship Allowance, the Tuition Fees, Mental Health Allowance and the Insurance or any part thereof provided by Us to You in accordance with this Agreement, and any other financial or other assistance that We notify You is available based on the individual circumstances of Your Scholarship Program, including as provided by Private Sector Organisations.
- **Scholarship Details** means the terms under the heading 'Scholarship Details' in this Agreement.
- **Scholarship Program** means Your participation in the NCP Scholarship Program based on the program details contained in Your Scholarship Application Form, which without limitation, includes the applicable Components.
- **Scholarship Program Commencement Date** is the date in Your Scholarship Application Form on which You commence the first component of Your Scholarship Program.
- **Scholarship Program Completion Date** means the date You will conclude Your Scholarship Program, as given on Your Scholarship Application Form or as amended in an approved variation request and confirmed by Your Host Institution, Host Organisation or Language Training Provider. The Scholarship Program Completion Date is whichever of these dates falls last:
 - (a) last day of Your Scholarship Program at the Host Organisation or Language training provider;
 - (b) date of submission of the last piece of assessment or final exam at the Host Institution (Study Component); or
 - (c) date that constitutes the Program maximum duration or as otherwise approved by the NCP Secretariat.
- **Scholarship Program Guidelines or Guidelines** mean the New Colombo Plan Scholarship Program 2027 Round Guidelines accessible at GrantConnect during the application period and accessible at <https://dfat.gov.au/people-to-people/new-colombo-plan/scholarship-program/Pages/scholarship-program.aspx> following the application period.
- **Scholarship Term** means from Your Scholarship Program Commencement Date to Your Scholarship Program Completion Date and includes any period of a Permitted Gap. The Scholarship Term must be a minimum of three months and a maximum of 19 months.
- **Secondary Host Location** means Host Location which is not Your Primary Host Location.
- **Service Provider** means the entity contracted by the Commonwealth of Australia as represented by DFAT, to provide post-selection support services to You, being Palladium International Pty Ltd, or such any replacement entity notified to You in writing.
- **Scholar Support Services Team** means the representative/s of the Service Provider who will provide You with individual assistance and program management.
- **Study Component** means the study component of Your Scholarship Program identified in Your Scholarship Application Form. Each semester or trimester is regarded as a separate Study Component that begins and ends on the relevant dates for the semester or trimester published by the relevant Host Institution.
- **Suspension** has the meaning in clause F.4.
- **Travel Allowance** means the monetary contribution towards Your travel expenses as outlined in clause D.2.
- **Tuition Fees** means the monetary contribution towards Your Tuition Fees as outlined in clause D.6.

20. Interpretation

20.1. 15.1 In this Agreement, unless the contrary intention appears:

- (a) words in the singular include the plural and vice versa;
- (b) words importing a gender include the other gender;
- (c) the words includes, including and similar expressions are meant without limitation;
- (d) a reference to a person includes a partnership and a body whether corporate or otherwise;
- (e) Clause headings or words in bold format are inserted for convenience only, and have no effect in limiting or extending the language of provisions;
- (f) all references to dollars are to Australian dollars. Where amounts are converted into foreign currency (including where an invoice is paid on Your behalf, or Your eligibility for a reimbursement needs to be determined), the then current exchange rate will be applied, as determined by Us;
- (g) unless stated otherwise, a reference to legislation is to legislation of the Commonwealth, as amended from time to time;
- (h) an uncertainty or ambiguity in the meaning of a provision will not be interpreted against a Party just because that Party prepared the provision; and
- (i) where a word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning.

20.2. Unless expressly stated otherwise, We may exercise any right or discretion under this Agreement in Our sole and absolute discretion.

20.3. Nothing in this Agreement limits Our right to waive any requirement or the exercise of any right. Any waiver only applies to the extent set out in writing and does not limit Your further obligations or prevent the further exercise of any of Our rights. If We do not exercise (or delays in exercising) any rights under this Agreement, that failure or delay does not operate as a waiver of those rights.

Schedule 2 – Privacy Notice and Consent

1. I consent and authorise the Service Provider, 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, managing, promoting or evaluating the NCP Scholarship Program and this Agreement and related purposes, including but not limited to:
 - a. accessing and updating details via <https://www.smartygrants.com.au/>
 - b. briefing relevant Australian Government Ministers, officials and Members of Australian Parliament
 - 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. providing assistance and support as required in an emergency
 - f. promoting the NCP Scholarship Program and facilitating invitations to and inclusion in events or promotional activities; and
 - g. as otherwise anticipated by the terms of this Agreement.
2. I understand that if some or all of my Personal Information is not collected this may result in the Department of Foreign Affairs and Trade being unable to:
 - a. assess or approve my participation in the NCP Scholarship Program
 - b. administer or manage my participation in the NCP Scholarship Program
 - c. monitor compliance with NCP Scholarship Program requirements
 - d. provide appropriate support, including in emergencies
 - e. facilitate program components (including study, internships or language training)
 This may affect my eligibility for, or continuation in, the NCP Scholarship Program.
3. I understand that the Service Provider, the Department of Foreign Affairs and Trade and their contractors and agents may, for the purposes outlined in Paragraph 1, collect my Personal Information either directly from me or indirectly from other persons or entities, including from my:
 - a. Home University
 - b. Host Institution(s), Host Organisation(s), and Language Training Provider(s)
 - c. referees, mentors, or supervisors
 - d. government agencies (including law enforcement or regulatory bodies); and
 - e. medical or welfare service providers (where relevant).
4. I understand that the Service Provider, the Department of Foreign Affairs and Trade and their contractors and agents may Use and disclose my Personal Information, including **sensitive information***, for the purposes outlined in Paragraph 1, to:
 - a. other Australian Government departments and agencies
 - b. Australian State and Territory Government departments
 - c. Other Commonwealth agencies, Ministers and their officers
 - d. Australian Parliamentary members and committees
 - e. Law enforcement agencies, including the Australian Federal Police, the Department of Home Affairs, or State and Territory law enforcement agencies
 - f. Australian State and Territory Parliamentary members and committees
 - g. Agents, contractors or Service Providers engaged by DFAT to carry out or assist its functions and activities such as survey work and case studies or profiles for Scholars
 - h. The government of my Host Location
 - i. My current and past education institutions
 - j. Other individuals or entities involved in the delivery of my NCP program, such as industry mentors
 - k. Medical professionals (in the case of a health or welfare incident)
 - l. Any other person, agency or organisation which may be able to contribute information relevant to my suitability to participate in the NCP
 - m. My next of kin or authorised agent if I am involved in a critical incident
 - n. Australian universities, including to the NCP international liaison officers for scholarships;
 - o. diplomatic missions; and
 - p. 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)

- v. foreign government authorities/agencies
- vi. non-government organisations.

These overseas recipients may be foreign organisations (noting they may not be bound by Australian privacy legislation or equivalent privacy legislation in their own jurisdictions).

- q. Scholarship Host Organisations, including but not limited to companies of professional bodies
 - r. Media representatives, including foreign media representatives
5. I understand and agree 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 for the purposes outlined in Paragraph 1, I agree that the requirements of APP 8.1 will not apply to the Service Provider, and the Department of Foreign Affairs and Trade and their contractors and agents and consent to such disclosure; and
 - c. the consequences of APP 8.1 not applying to the disclosure of my Personal Information to overseas recipients may mean that:
 - i. the Service Provider, and the Department of Foreign Affairs and Trade and their contractors and agents will not be accountable under the Privacy Act for subsequent conduct by such overseas recipient; and
 - ii. I may not be able to seek redress for subsequent conduct by such overseas recipient under the Privacy Act.
6. I understand that the Service Provider, the Department of Foreign Affairs and Trade and 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.
7. 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 the Service Provider, the Department of Foreign Affairs and Trade and their contractor and agent to advocate on my behalf 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.
8. I can access more information about the way the Service Provider will manage my Personal Information, including how to access or correct my Personal Information, and how to make a complaint, in its privacy policy accessible at: <https://thepalladiumgroup.com/privacy> or such other address that We notify to You) or by requesting a copy from the Service Provider's privacy officer by writing to privacy@thepalladiumgroup.com (or such other address that We notify to You).
9. 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, how to make a complaint, and how such a complaint will be handled, in its privacy policy accessible at www.dfat.gov.au/privacy.html or by requesting a copy from privacy@dfat.gov.au.

*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