



Australian Government



NEW COLOMBO PLAN

*Connect to Australia's future - study in the region*

# New Colombo Plan Guidelines Mobility Program

## 2015 Round

## Contents

<b>1</b>	<b>Definitions of key terms .....</b>	<b>3</b>
<b>2</b>	<b>Program overview .....</b>	<b>5</b>
2.1	Purpose of these Guidelines .....	5
2.2	About the New Colombo Plan .....	5
2.3	The New Colombo Plan strategic objectives.....	6
2.4	The New Colombo Plan Mobility Grants Program .....	6
<b>3</b>	<b>Roles and responsibilities.....</b>	<b>7</b>
3.1	Australian Government .....	7
3.2	Australian Universities (Applicants) .....	7
3.3	Students .....	8
<b>4</b>	<b>Funding .....</b>	<b>8</b>
4.1	Funding period and amount.....	8
4.2	What can the funding be used for? .....	9
4.3	Applying grant amounts to Students .....	9
4.4	Administration funding .....	10
<b>5</b>	<b>Eligibility.....</b>	<b>10</b>
5.1	Eligible primary Host Locations .....	10
5.2	Secondary Host Locations .....	11
5.3	Australian Universities.....	11
5.4	Students .....	12
<b>6</b>	<b>Timeline for selection process.....</b>	<b>12</b>
<b>7</b>	<b>Application Process .....</b>	<b>13</b>
7.1	Project/s description .....	13
7.2	Guidance on funding per Applicant .....	14
7.3	ISEO .....	14
7.4	What documents are required in applications? .....	14
<b>8</b>	<b>Selection Process .....</b>	<b>15</b>
8.1	What are the selection criteria for applications?.....	15
8.2	Additional selection criteria for Internship grant.....	16
8.3	Other considerations .....	17
<b>9</b>	<b>Assessment process.....</b>	<b>17</b>
9.1	Who will assess the applications? .....	17
9.2	How will applications be assessed? .....	17
<b>10</b>	<b>Acceptance process .....</b>	<b>18</b>
10.1	How will Applicants be advised of the outcome of their application?.....	18
10.2	Offers of funding .....	18
<b>11</b>	<b>Funding agreement.....</b>	<b>18</b>
11.1	Entering into a funding agreement .....	18
11.2	How will underperformance be managed?.....	18
11.3	Variations to the funding agreement .....	19
11.4	Funding acquittal process .....	19
<b>12</b>	<b>How are complaints and feedback handled? .....</b>	<b>19</b>
<b>13</b>	<b>Disclosure of information.....</b>	<b>19</b>
13.1	What information about Applicants will be announced?.....	20
13.2	Privacy .....	20
13.3	Confidentiality .....	21
13.4	Freedom of Information .....	22
<b>14</b>	<b>How will the Program be evaluated? .....</b>	<b>22</b>
	<b>Attachment A – Sample project schedule.....</b>	<b>24</b>
	<b>Attachment B – Sample Deed of Standing Offer .....</b>	<b>30</b>



# 1 Definitions of key terms

**Academic Transcript** means the list of subjects and academic results provided to a Student by their Australian University, usually at the end of each semester, trimester or term.

**Applicant** means an Australian University or Consortium applying for New Colombo Plan Mobility Program funding.

**Australian University** is defined as a supplier listed under Table A or Table B of the *Higher Education Support Act 2003*.

**Bachelor Degree** means undergraduate studies at a Bachelor's level as described in the Australian Qualifications Framework.

**Bachelor Honours Degree** means undergraduate studies at a Bachelor's Honours level as described in the Australian Qualifications Framework.

**Confidential Information** is information which satisfies the four criteria listed at item 13.3 of these guidelines or is designated by the Commonwealth as confidential or that either party knows or ought to know is confidential. This does not include information that is otherwise in the public domain.

**Consortium** means a group of Australian Universities only.

**ISEO** means the online system for managing the New Colombo Plan Mobility Program applications.

**Home University** means the Australian University in which the Student is enrolled at the time of application and that determines whether a Mobility Project is for credit or an otherwise mandatory component of the course of study.

**Host Location** means the eligible geographic location in the Indo-Pacific region (see section 5.1) in which the Mobility Project will be undertaken by Students.

**Host Institution** means the university or institution that the Students will attend for study in the Host Location.

**Host Organisation** means an organisation that the Students may attend for all or part of the Mobility Project.

**Internship** means a paid or unpaid professional work experience in which an individual has intentional learning goals and reflects actively on what he or she is learning throughout the experience. Internships offer Students the chance to test their skills in real-life situations, explore career options and gain an insight into an organisation or career path.

**Low Socio-Economic Status (SES)** means Students who are from a low SES background, as measured by the ABS Socio-Economic Index for Areas (SEIFA) Index of Education and Occupation (IEO) index measured at Statistical Area 1 (SA1) level or postcode level.

**Mentorship** means a personal developmental relationship where a business professional or academic helps guide a Student in her or his study or work to support learning and professional growth.

**Mobility Projects** are activities conducted overseas that provide academic credit or are a mandatory element of the Student's course, and include semester/trimester based study of up to 12 months, short term study, practicums, clinical placements, Internships/Mentorships and short term research.

**Personal Information** has the same meaning as in the Privacy Act 1988 (Cth).

**Program** means the New Colombo Plan Mobility Program.

**Program Delegates** means a Deputy Secretary of the Department of Foreign Affairs and Trade and an Associate Secretary of the Department of Education in their role as co-chairs of the Program Implementation Group.

**Program Implementation Group** is the group of officials, co-chaired by the Program Delegates, which oversees implementation of the New Colombo Plan.

**Program Funding** or **Program Funds** means the funding made available by the Commonwealth of Australia for the Program in any given financial year.

**Short-Term Grant** means a grant for study in a Host Location of up to 6 months. This includes practicums, clinical placements, Internships/Mentorships or short-term research.

**Semester Grant** means a grant for study for a defined Study Period.

**Student/s** means the beneficiary of an individual Mobility Project grant from a successful Applicant.

**Study Period** means a period of study as defined by the Host Institution, e.g. may be semesters or trimesters.

In these Guidelines:

- 'may' is permissive and not mandatory;
- a reference to the singular includes the plural and vice versa; and
- if a word or phrase is defined its other grammatical forms have corresponding meanings.

## 2 Program overview

### 2.1 Purpose of these Guidelines

The purpose of these Guidelines is to outline the process for allocating funding for the 2015 round of the New Colombo Plan Mobility Program. They should be read in conjunction with any Frequently Asked Questions available on the Department of Foreign Affairs and Trade website at [www.dfat.gov.au/new-colombo-plan](http://www.dfat.gov.au/new-colombo-plan).

These guidelines commence on 4 August 2014.

### 2.2 About the New Colombo Plan

The New Colombo Plan is a flagship initiative of the Australian Government that aims to lift knowledge of the Indo-Pacific region in Australia and strengthen our people-to-people and institutional relationships, through study and Internships/Mentorships undertaken by Australian undergraduate students in the region.

The New Colombo Plan is intended to be transformational, deepening relationships with the region, both at the individual level and through expanding university, business and other stakeholder links. Over time, the Australian Government hopes to see study in the Indo-Pacific region become a “rite of passage” for Australian undergraduate students, and as an endeavour that is highly valued across the Australian community.

The Australian Government agreed to provide \$100 million of funding for the New Colombo Plan between 2013-2014 and 2017-2018. A close partnership between governments, universities and business is supporting the realisation of this important initiative. The pilot phase – begun in 2014 – is progressing well.

The New Colombo Plan has two key program funding elements: a mobility program that will support increasing numbers of Australian undergraduates to undertake study or Internship/Mentorships in the Indo-Pacific region; and a scholarship program that will provide opportunities for individually selected undergraduates to undertake long-term study in the Indo-Pacific region. The opportunity for an Internship/Mentorship is also a hallmark of the New Colombo Plan.

The New Colombo Plan aims to increase the number of Australian undergraduate students studying in our region – particularly through new linkages supporting students who otherwise may not have accessed such an opportunity.

#### New Colombo Plan budget<sup>1</sup>

2013-14	2014-15	2015-16	2016-17	2017-18
\$5,372,000	\$10,958,000	\$19,577,000	\$19,625,000	\$42,768,000

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<sup>1</sup> Does not include capital expenses.

## **2.3 The New Colombo Plan strategic objectives**

The New Colombo Plan aims to:

- lift knowledge of the Indo-Pacific in Australia and strengthen our people-to-people and institutional relationships by increasing the number of Australian undergraduate students undertaking study and Internships in the region;
- deepen Australia's relationships with the region through the engagement of university, business and other stakeholder networks in supporting the program and ensuring such experiences are highly valued across the Australian community; and
- be transformational in establishing study in the Indo-Pacific region to become a "rite of passage" for Australian undergraduate students, and increase the number of work-ready Australian graduates with regional experience.

Specifically, in 2015 the New Colombo Plan's objectives are to:

- provide around 60 scholarships and \$8 million in mobility grants;
- support increased study experiences in as many Indo-Pacific locations as possible;
- support and promote innovative Mobility Program projects that provide opportunities in the Indo-Pacific for Australian undergraduate students to meet the New Colombo Plan objectives. New partnerships and programs between universities - as well as projects that build on and strengthen existing partnerships - are encouraged;
- support satisfying experiences for participating students and universities;
- engage New Colombo Plan students, universities and other stakeholders in public diplomacy and outreach;
- promote and support initiatives that lead to a substantial number of New Colombo Plan students undertaking an Internship/Mentorship; and
- continue to develop an Alumni community that provides the opportunity for participants to share their experiences, promote the New Colombo Plan and continue to develop knowledge of and professional links within the Indo-Pacific region.

## **2.4 The New Colombo Plan Mobility Grants Program**

In this round, approximately \$8 million is available for Applicants to provide grants to Students to undertake (for up to one year) study, practicums, clinical placements, Internships/Mentorships and short-term research in the Indo-Pacific region and to support the development of international mobility opportunities at their institution.

Applications are for Mobility Projects in 2015 and 2016 in accordance with the timeline at section 6.

The Program has been designed to give Applicants the flexibility to explore the most effective delivery systems, propose innovative new Mobility Projects and explore which models are most successful in engaging and providing mobility experiences for Students.

The Program will aim to fund an approximate proportion of 70 per cent semester-based places and 30 per cent short term places.

Funding will support Mobility Projects of up to two semesters (12 months) and short-term Mobility Projects (less than 6 months) in Host Locations. The Mobility Project must be for academic credit or be a mandatory part of the Student's course at their Home University.

The Program aims to increase the number of Australian students undertaking study in the Indo-Pacific region.

## **3 Roles and responsibilities**

### **3.1 Australian Government**

The Department of Foreign Affairs and Trade is responsible for the strategic leadership and setting the policy direction for the New Colombo Plan. The New Colombo Plan Secretariat, within the Department of Foreign Affairs and Trade, will participate in short-listing applications with the Department of Education and will make recommendations to the Program Delegate/s on funding outcomes. The Department of Foreign Affairs and Trade will manage events and alumni activities for Students in consultation with the Department of Education. The Department of Foreign Affairs and Trade will also provide any consular support to Students in line with that offered to all Australian citizens, should the need arise.

The Department of Foreign Affairs and Trade does not arrange work placements or study programs, including accommodation in the Host Location, nor direct Applicants, Host Institutions, Host Organisations, or Students about the manner in which work placements and study programs are carried out. Such matters are for Applicants, Host Institutions, Host Organisations and Students to determine. The Department of Foreign Affairs and Trade does not have a direct or indirect contractual, financial, or supervisory relationship with any Applicants or Students.

Contact: [ncp.secretariat@dfat.gov.au](mailto:ncp.secretariat@dfat.gov.au)

The Department of Education is responsible for administering the Program. The Department of Education will undertake eligibility assessments and, together with the Department of Foreign Affairs and Trade, short-list applications. The Department of Education is the first point of contact for Australian University International Liaison Officers on administrative matters, including eligibility for the Program and applications.

Contact: [student.mobility@education.gov.au](mailto:student.mobility@education.gov.au)

The Program Delegate/s will approve final mobility grant outcomes following receipt of short-listing recommendations.

The Minister for Foreign Affairs and the Minister for Education will be advised of successful Applicants prior to notification of successful and unsuccessful Applicants.

### **3.2 Australian Universities (Applicants)**

Each Australian University is responsible for applying for Mobility Project funding. Applicants are required to ensure their proposed Mobility Project is credit-bearing or a mandatory component of the course.

It is the Applicant's responsibility to ensure that the completed application is submitted by the closing date. Applications received after the closing date will not be considered.



## **Student Welfare**

Responsibility for the welfare and safety of Students rests with the Applicant. The onus is on the Applicant to ensure that adequate safety precautions have been investigated, and that critical incident plans are in place at the commencement of the overseas study. Applicants should advise all Students to read the relevant travel advice and register their details on the Government's Smartraveller website ([www.smartraveller.gov.au](http://www.smartraveller.gov.au)) prior to departure.

## **Student Details**

Three weeks prior to Students departing Australia (at the latest), details for each Student must be provided by the Applicant. The information should be inputted to ISEO and will include:

- Student Identification Code (E313)
- Institution Code (E306)
- Start and end travel dates and Host Location/s of travel
- Mobility Project they are travelling under (including Host Institution/s details)
- Internship/Mentorship details (if applicable)

The information will be used for the following purposes (see also section 13.2 Privacy):

- administering and performance monitoring the New Colombo Plan Mobility Program
- promoting the New Colombo Plan, including in promotional material, information and publications in hardcopy and/or on the internet
- congratulating and/or inviting Students to functions and events held in Australia and overseas.

It is the responsibility of the Applicant to seek and receive appropriate consent from Students for their details to be used by the Department of Foreign Affairs and Trade and the Department of Education.

Applicants are requested to nominate an International Liaison Officer for the New Colombo Plan Mobility Program who can submit applications on behalf of the Applicant.

## **3.3 Students**

Students must meet all the relevant eligibility criteria at section 5.4 to be entitled to receive a mobility grant from their Home University. Eligible students who are interested in the Program should contact the student mobility or international office at their Home University.

# **4 Funding**

## **4.1 Funding period and amount**

Funding will be provided to Applicants in financial year 2014-15 for Students to undertake Mobility Projects in 2015 and 2016 in accordance with the timeline at section 6. Approximately \$8 million will be available in the 2015 funding round.

## 4.2 What can the funding be used for?

The 2015 round will support Applicants to develop innovative Mobility Projects through the provision of grants for Students and administration funding to Applicants. The Program is aimed at giving flexibility to Applicants, while ensuring that the funding is used efficiently, effectively and ethically, consistent with the policies of the Commonwealth.

Grants and administration funding can be used for study activities that provide credit or are otherwise mandatory components of the Student's course at their Home University. Mobility Projects can include:

- Semester-based study
- Short term study
- Practicums
- Clinical placements
- Internships and Mentorships
- Short term research

A mobility grant for the benefit of a Student must be a short-term or a semester grant.

### Short-Term Grant

- For study that is less than 6 months in duration
- Provided at a rate of between \$1000 and \$3000 per Student.

### Semester Grant

- For study of at least one Study Period but up to 12 months in duration. A Study Period means a period of study as defined by the Host Institution, e.g. may be called a semester or a trimester.
- Provided at a rate of between \$3000 and \$7000 per Student.

### Internship grant

- Provided at a rate of \$1000 per Student.
- The Internship must be part of a semester study Mobility Project to receive this grant.
- The additional Internship component may be (but does not have to be) for additional credit or a mandatory component of the Student's course.

This grant is only available for Internships that are undertaken as part of, or in addition to, a semester study program.

## 4.3 Applying grant amounts to Students

It will be at the discretion of the Applicant to determine the grant amount it seeks for Students within the funding bands described above. In all cases, grants must be provided directly to the Students.

Students undertaking the same activity (i.e. Mobility Project and Host Location) should each receive the same amount of New Colombo Plan funding. Differences in grant amounts are permitted between Mobility Projects to accommodate differences in study program Host Location or content, or to support Student choice across the Host Locations.

Applicants should also inform Students of other funding options available – e.g. OS HELP<sup>2</sup>.

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<sup>2</sup> OS-HELP is a loan available to Students enrolled in a Commonwealth supported place who want to undertake some of their study overseas. OS-HELP can be used for a range of expenses such as airfares, accommodation,

## 4.4 Administration funding

Administration funding (equal to no more than 10 per cent of the total Student grant funding requested by an Applicant for Mobility Project/s) may be requested by Applicants to support the administration and implementation of Mobility Projects. Applicants should note that this funding is not applied for separately, but is to be included in the total amount of funding applied for by the Applicant in each application. Applications should clearly indicate where administration funding is being applied for and the amount.

Administration funding may be used to subsidise the costs associated with Mobility Project administration, including but not limited to:

- Arranging, negotiating and researching details of Mobility Projects
- Supervising, monitoring and evaluating Students' progress during the Mobility Project
- Engaging the services of third party organisations which have the relevant expertise to support Students to undertake Mobility Projects
- General administration costs.

## 5 Eligibility

### 5.1 Eligible primary Host Locations

Mobility Projects may be conducted in the following eligible Host Locations. The following eligible Host Locations span South Asia, South East Asia, North Asia and a number of locations in the Pacific:

- Bangladesh
- Bhutan
- Brunei
- Burma
- Cambodia
- China
- Cook Islands
- Federated States of Micronesia
- Fiji
- India
- Indonesia
- Hong Kong
- Japan
- Kiribati
- Laos
- Malaysia
- Maldives
- Marshall Islands
- Mongolia
- Nauru
- Nepal
- Niue

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and other travel or study expenses. Students may receive one loan per six-month study period and can access a total of two OS-HELP loans over their lifetime. Further information on OS-HELP loans is available from <http://studyassist.gov.au/sites/StudyAssist/HELPpayingMyFees>.

- Pakistan
- Palau
- Papua New Guinea
- Philippines
- Samoa
- Singapore
- Solomon Islands
- South Korea
- Sri Lanka
- Taiwan
- Thailand
- Timor-Leste
- Tonga
- Tuvalu
- Vanuatu
- Vietnam

Study must not involve travel to a Host Location for which the Australian Government's Smartraveller travel advice recommends 'Do not travel' (see [www.smartraveller.gov.au](http://www.smartraveller.gov.au)). Host Locations for which the smartraveller travel advice is at the level 'Reconsider your need to travel' are eligible for New Colombo Plan funding, but Applicants and Students should consider the risks carefully before deciding whether to apply/travel.

## 5.2 Secondary Host Locations

Mobility Projects should be undertaken in one eligible primary Host Location as listed above. However, in some cases it may be appropriate to undertake a component of a Mobility Project in a secondary, eligible Host Location where it cannot be delivered in the primary Host Location. No additional funding will be provided for a Mobility Project undertaken in more than one Host Location.

For example:

- a three month short-term research Mobility Project in one eligible Host Location (primary Host Location) which includes two weeks of fieldwork in a neighbouring eligible Host Location (secondary Host Location).
- Semester based study in one eligible Host Location (primary Host Location) with a one month Internship to be undertaken in another eligible Host Location (secondary Host Location).

The secondary Host Location must be one of the Host Locations listed at section 5.1

In their application, Applicants should apply for the Mobility Project in the primary Host Location and describe the study to be undertaken in the secondary Host Location as part of the project description (see section 7.1).

## 5.3 Australian Universities

Applications for funding will be accepted from Australian Universities and Consortia of Australian Universities only.

The Consortium must nominate one Australian University as the lead Applicant and the Consortium must submit the application in the lead Applicant's name. That Australian

University will be accountable for meeting the legal and reporting requirements on behalf of the Consortium.

Individual Australian Universities submit applications in their own name, or they may also form part of Consortia submitting additional applications. Consortia applications are in addition to individual Australian University applications and do not need to be counted or ranked as part of individual Australian University applications. Consortia applications are encouraged – particularly where they enable Australian Universities to undertake Mobility Projects they would have been unable to implement as an individual Australian University. Applicants should be aware that applying for the same Mobility Project/s through individual and Consortia applications will be monitored and is discouraged.

When partnering with a Host Institution, local Host Institutions are preferred. Applicants cannot partner with off-shore campuses from other locations. On a 12-month trial basis, study is eligible at off-shore campuses of Australian Universities if the following conditions are met:

- there are no local universities in the proposed location that offer relevant courses that would receive academic credit from the Home University;
- the host campus offers a genuine local experience, where Australian students are the minority of the student body, students are taught predominantly by local or international academics and the course has a local/region context; and
- the Home University is continuing to explore and expand partnerships with local universities in that location.

## 5.4 Students

Students who receive a grant from an Applicant under the Program must be:

- an Australian citizen. Students with dual citizenship or permanent residency or similar in another location/country are eligible, however they must undertake their study in a third Host Location, of which they do not have citizenship or residency rights.
- enrolled in an on-shore campus of an Australian University at the time of application and throughout their study.
- undertaking a Bachelor Degree or Bachelor Honours Degree at the commencement of the Mobility Project.

At least 90 per cent of the Students participating in any given Mobility Project must be aged 18 to 28 inclusive at the commencement of the Mobility Project.

Additionally, the Applicant's proposed Mobility Project must:

- commence in accordance with the timeline at section 6. Students who have already commenced a mobility project overseas are not eligible to receive a New Colombo Plan grant to continue that project; and
- provide Students with academic credit or be a mandatory component of a Student's course at their Home University.

## 6 Timeline for selection process

The table below summarises key dates and steps for the selection process.

Timeline	Activity
4 August 2014	Program guidelines distributed to universities

4 August 2014	2015 Round opens for the New Colombo Plan Mobility Program
19 September 2014	Applications for the 2015 Round of the New Colombo Plan Mobility Program close
20 September – 13 October	Applications assessed and reviewed
October – November 2014	Funding decisions formalised and offers to Applicants made
30 November 2014	Project schedules and invoices due
December 2014 (expected)	Details of grants published on <a href="http://www.dfat.gov.au/dept/grants">www.dfat.gov.au/dept/grants</a>
January 2015 – August 2016	Students depart on approved programs <i>Students may depart as soon as the project schedule and invoice is received by the Department of Education. Student details must also be entered on ISEO at least three weeks before the Student departs Australia.</i>
October 2016	Application acquittal due (completion report)

## 7 Application Process

Applicants may submit applications for as many Host Locations as they wish, noting that only one application can be submitted per Host Location per Applicant. If an Applicant submits more than one application, they must rank their applications in order of priority.

Applicants may include multiple Mobility Projects within one application. If an Applicant includes more than one Mobility Project within an application, they must rank the Mobility Projects in order of priority.

ISEO will capture the ranking of the application. However, ranking of Mobility Projects must be indicated in the project/s description (see section 7.1).

For example, Applicant X submits three applications – one for Host Location A (ranked number 1), one for Host Location B (ranked number 2) and one for Host Location C (ranked number 3). The Host Location A application includes three Mobility Projects ranked in priority order. The Host Location B application includes one Mobility Project. The Host Location C application includes two Mobility Projects ranked in priority order.

### 7.1 Project/s description

Applicants are required to provide descriptions of each Mobility Project/s in each application on ISEO. There is a limit of 1,000 words for the description of all Mobility Projects within each application.

Each application should include as much information as possible on each proposed Mobility Project, including but not limited to:

- An identifying title for each Mobility Project
- The priority ranking of that Mobility Project
- Brief description of the Mobility Project (1-2 sentences), including study experience type and participating faculty/discipline areas

- Host Location including secondary Host Location if applicable (see section 5.2), including the reason why this is required
- Indicative Student numbers
- Partner institutions and city/region (if known)
- Indicative travel dates
- Responses against each selection criterion
- Amount of grant funding and (if applicable) administration funding sought – including whether there is an ability to scale the Mobility Project up or down.

Where an Applicant is applying for the additional \$1000 Internship grant, an additional selection criterion must be responded to in the application providing additional details about the nature of the Internship and the indicative number of grants sought. See section 8.2.

## **7.2 Guidance on funding per Applicant**

For this funding round, approximately \$8 million will be available. Under the Program eligibility requirements (see section 5.3) 41 Australian Universities are eligible to apply for funding, in addition to Australian University Consortia.

As outlined in the Program's objectives (see section 2.3), the Government is seeking to utilise the funding to ensure a diversity of Mobility Projects (including fields of study and types of Student experience) and a spread of Mobility Projects across eligible Host Locations, Applicants and Host Institutions. Applicants should indicate in their application whether there is an ability to scale any of the Mobility Projects up or down and are also encouraged to focus their applications on strategic Mobility Projects that develop new partnerships and programs.

Applicants are encouraged to take into account the desirability of diversity when developing their applications. Applicants should also note that the New Colombo Plan remains a competitive program that provides no guarantee of funding to Applicants. Smaller applications across all Host Locations are welcomed, as they help to support diversity across destinations and fields of study.

## **7.3 ISEO**

Applicants will apply for Program Funding, accept or decline funding offers, input Student details, vary Mobility Projects where necessary and acquit applications through [ISEO](#).

An ISEO User Guide is available by emailing [student.mobility@education.gov.au](mailto:student.mobility@education.gov.au)

If an Applicant is experiencing technical difficulties submitting an application through ISEO, please contact the student mobility team.

A telephone hotline will be open 7 days prior to the application closing date.

ISEO TECHNICAL ISSUES HOTLINE –02 6240 0380

Available seven business days prior to the closing date (8:30-17:00 EST).

## **7.4 What documents are required in applications?**

Applications are to be submitted through ISEO. No additional documentation is required to be submitted with the application.

Successful Applicants will be required to enter into a funding agreement with the Commonwealth. The funding agreement comprises a Deed of Standing Offer (DoSO) and a project schedule (see section 11.1).

## **8 Selection Process**

Applicants will be required to provide a description of the proposed Mobility Project/s (see section 7.1) and evidence demonstrating that they meet each of the selection criteria at section 8.1. Note that the assessors will be seeking to ensure balanced representation across Host Locations when evaluating the applications as a whole.

### **8.1 What are the selection criteria for applications?**

Each application should contain a written response to the following selection criteria.

#### **1. Conformance with New Colombo Plan strategic objectives and long-term sustainability of the Mobility Project/s**

**(50 per cent weighting; 500 words)**

Applications should provide a detailed response that thoroughly explains how the proposed Mobility Project/s support the objectives of the New Colombo Plan (section 2.3). In particular, applications should demonstrate how the Mobility Project/s will: increase the level of mobility at the Home University, and support new student mobility that would not otherwise have occurred; establish or strengthen networks with overseas partners (universities and private networks); and continue to be sustainable over time. The facilitation of Internships or Mentorships is encouraged.

#### **2. Development of new and innovative programs for the New Colombo Plan**

**(25 per cent weighting; 300 words)**

For each Mobility Project, applications should identify what element/s of the Mobility Project are new or innovative in terms of ways of providing opportunities for undergraduate students to engage with the Indo-Pacific region. This may include, but is not limited to, new partnership arrangements, new types of study being offered to the Applicant's students, Mobility Projects from faculties/schools that have previously no or low participation in mobility to that Host Location or increasing participation from diverse student groups.<sup>3</sup> Applicants may also indicate if/how they will ensure balance and diversity across the genders.

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<sup>3</sup> Diverse groups including but not limited to: students from regional/remote areas, Aboriginal and Torres Strait Islander students, students from a Low Socio-Economic Status, students with disabilities or students from a non-English speaking background.



### **3. Recognition of Student participation and ongoing promotion and engagement with the New Colombo Plan**

**(10 per cent weighting; 200 words)**

Applications must outline what credit will be provided for participation in each Mobility Project, or explain how the Students' off-shore study is a mandatory component of the course. The application should also describe: how the Applicant will recognise Students' participation in the New Colombo Plan (such as recognition on Academic Transcripts or an Australian Higher Education Graduation Statement), any on-shore or off-shore promotion of the Mobility Project and the New Colombo Plan, and what measures the Applicant will take to encourage Students to maintain connections with their Host Institutions.

### **4. Proper use of the funding sought**

**(10 per cent weighting; 200 words)**

Applications must demonstrate that the funding sought will be spent in accordance with the requirements outlined in section 4. For each Mobility Project, the application must outline:

- proposed Student grant amount
- total funding to be applied to individual Mobility Projects
- any administration funding sought (maximum 10 per cent of grant amount on top of grant funding).

Applications should also briefly describe what costs the Student grants are intended to cover or supplement (such as travel, living, insurance, tuition or any other relevant costs), whether any other funding sources (such as OS-HELP) will be used to complement New Colombo Plan funding and how administration funding will be used.

### **5. Adequate strategies and services to support Student welfare and learning outcomes.**

**(5 per cent weighting; 200 words)**

Applications should outline what strategies will be used to ensure Students' pastoral care and learning outcomes are supported. This may include, but is not limited to, critical incident plans, travel insurance, home and Host Institution support staff, pre-departure briefings and induction programs.

Applicants must provide an assurance that Students will not be allowed to travel to areas for which the travel advice on the Smartraveller website ([www.smartraveller.gov.au](http://www.smartraveller.gov.au)) recommends "Do not travel". Travel to Host Locations for which the Smartraveller travel advice recommends "reconsider your need to travel" are eligible Host Locations under the Program, but Applicants must acknowledge explicitly in their application that they have read the travel advice and considered the risks carefully before deciding to apply.

## **8.2 Additional selection criteria for Internship grant**

*The following criterion is only applicable if the Applicant is applying for the additional \$1000 (per Student) Internship grant.*

## **Grants will successfully encourage participation in Internship opportunities. (100 per cent weighting for the additional grant – 200 words)**

For each Mobility Project where an additional Internship component is proposed, applications should detail how this component will be facilitated. This should include information regarding how the Internship will be sourced, visa requirements (if applicable), length of the Internship and any other relevant information. If no Internship is proposed, no response is required.

### **8.3 Other considerations**

In addition to the selection criteria, where applications have similarly meritorious claims, preference may be given to applications that will promote:

- balance and diversity in Host Locations, fields of study, Applicants, Host Institutions and amongst the states and territories
- Internships/Mentorships
- semester-based study (aiming for 70/30 split between semester/short term study)

## **9 Assessment process**

### **9.1 Who will assess the applications?**

All applications will be assessed by officers from the Department of Education to determine whether or not they are eligible for funding and for initial shortlisting. The assessors will comprise officers with commensurate skills and experience to assess applications. Eligibility is determined applying the criteria set out in section 5.

Eligible applications will be assessed against the selection criteria by panels made up of representatives from the Department of Education and the Department of Foreign Affairs and Trade for initial shortlisting. The Program Delegate/s approve final mobility grant outcomes following receipt of short-listing recommendations.

The Minister for Foreign Affairs and the Minister for Education will be informed of the Program Delegate/s decision and Applicants will be informed in accordance with the timetable at section 6.

### **9.2 How will applications be assessed?**

Applications will be assessed according to a two stage process:

1. Eligibility is determined as outlined in section 5.
2. Eligible applications are assessed against each of the selection criteria and given a score.

The panel will also take into consideration:

1. applications that indicate that they can be scaled up or down
2. the application ranking (and ranking of Mobility Projects within each application) provided by Applicants

Based on judgments around eligibility and performance against the selection criteria, it is possible for some Mobility Projects within an application to be approved while other Mobility Projects in the same application would be rejected. In this case Applicants may be offered partial funding only covering particular elements of their application. Applicants may accept

or decline partial funding – however negotiations over what the partial funding covers cannot be entered into.

## **10 Acceptance process**

### **10.1 How will Applicants be advised of the outcome of their application?**

The Department of Education will advise International Liaison Officers of the outcomes of their application/s through ISEO. Successful applications will receive offers of funding in the form of a project schedule to the Deed of Standing Offer (DoSO) Regarding Mobility Programs.

The Departments of Foreign Affairs and Trade and Education may also choose to notify Australian Universities' senior executive of funding outcomes.

### **10.2 Offers of funding**

The level of funding offered to Applicants for eligible Mobility Projects is at the discretion of the Program Delegate/s based on available funding and in line with the selection process.

As noted in section 9.2, it is possible for some Mobility Projects within an application to be approved while other Mobility Projects in the same application would be rejected. In this case Applicants may be offered partial funding only covering particular elements of their application. Applicants may accept or decline partial funding – however negotiations over what the partial funding covers cannot be entered into.

## **11 Funding agreement**

### **11.1 Entering into a funding agreement**

Successful Applicants will be required to enter into a project schedule to the DoSO together referred to as the funding agreement.

The funding agreement will contain an obligation that both parties must comply with these guidelines, which may be amended by the Australian Government from time to time. To the extent of any inconsistency between the funding agreement and the guidelines, the funding agreement will prevail.

If a Mobility Project commences before the project schedule is executed, the Commonwealth is not liable for any expenditure incurred before the date of execution.

A sample of the DoSO and the project schedule are at Attachments A and B.

### **11.2 How will underperformance be managed?**

In the case of underperformance against the requirements in the DoSO and these guidelines, in addition to any rights that the Department of Education has under the DoSO, remedial action may be taken by the Department of Education. This remedial action may include:

3. consultation and negotiation with the successful Applicant;
4. deferral and/or staging of scheduled payments;
5. recovery of funds already paid; and
6. referral to proper authorities for investigation of any improper use of Program Funds.

### **11.3 Variations to the funding agreement**

A variation to a funding agreement will be considered if it:

- is consistent with the Program's strategic objectives
- is appropriate in all circumstances.

The onus is on successful Applicants to contact the Department of Education to start the funding agreement variation process. A copy of the Department of Education student mobility programs variation policy is available on [ISEO](#) or by contacting [student.mobility@education.gov.au](mailto:student.mobility@education.gov.au)

### **11.4 Funding acquittal process**

All Mobility Projects are required to be acquitted through the submission of a completion report by the acquittal date specified at section 6.

Acquittals will require confirmation that the Mobility Project/s was implemented and that the program funding was spent in accordance with these guidelines and the DoSO. Successful Applicants are required to submit a statutory declaration to the Department of Education to that effect.

If it appears that a successful Applicant will be unable to acquit its program funding in accordance with these requirements, they should notify the Department of Education at [student.mobility@education.gov.au](mailto:student.mobility@education.gov.au) as soon as the situation arises. If necessary, a variation to the funding agreement may be approved (see section 11.3).

## **12 How are complaints and feedback handled?**

The Australian Government will not accept responsibility for any misunderstanding arising from the failure by an Applicant to comply with these guidelines, or arising from any ambiguity, discrepancy or error contained in an application.

Applicants are responsible for all costs incurred in the preparation and lodgement of their applications.

Complaints in relation to the processing of applications should be sent to the Department of Education at: [student.mobility@education.gov.au](mailto:student.mobility@education.gov.au)

Appeals against selection decisions will not be considered.

## **13 Disclosure of information**

The use and disclosure of information provided to the Department of Education and Department of Foreign Affairs and Trade by Applicants for the Program is regulated by legislation including the *Public Service Act 1999* (Cth), the *Privacy Act 1988* (Cth), the *Crimes*

*Act 1914 (Cth)*, the *Criminal Code Act 1995 (Cth)* and the *Freedom of Information Act 1982 (Cth)*, as well as the common law.

### **13.1 What information about Applicants will be announced?**

The Department of Education and the Department of Foreign Affairs may publicly announce details of funded Mobility Projects, including but not limited to:

- the names of Mobility Projects, their Australian University and Host Institution/s
- a brief description of study areas and Internships/Mentorships being supported (and their timing) through the Mobility Projects
- the amount of funding awarded.

### **13.2 Privacy**

The Department of Education and the Department of Foreign Affairs and Trade and their contractors are bound by the provisions of the *Privacy Act 1988* (Privacy Act). Schedule 1 of the Privacy Act outlines the Australian Privacy Principles (APPs), which prescribe the rules for handling Personal Information.

Without collecting Personal Information the Department of Education and the Department of Foreign Affairs and Trade will not be able to adequately manage the Program. Personal Information provided to the Department of Education and the Department of Foreign Affairs and Trade in relation to Mobility Projects under the New Colombo Plan will be used only for the following purposes ('the purposes'):

- administering and performance monitoring the New Colombo Plan Mobility Program;
- promoting the New Colombo Plan, including in promotional material, information and publications in hardcopy and/or on the internet; and
- congratulating and/or inviting Students to functions and events held in Australia and overseas.

The Department of Education and the Department of Foreign Affairs and Trade may disclose Personal Information in relation to Mobility Projects under the New Colombo Plan Mobility Program for the same purposes listed above to the following recipients:

- other Australian Government Departments and agencies, including Austrade, the Department of Immigration and Border Protection, the Australian Federal Police and the Department of Prime Minister and Cabinet;
- Australian Parliamentarians and Parliamentary committees;
- contractors and agents of the Department of Education and the Department of Foreign Affairs and Trade;
- Australian universities, including International Liaison Officers;
- Potential Internship hosts, including but not limited to companies, Host Location governments/authorities or non-government organisations. These may be foreign organisations (noting that representatives of foreign companies or organisations are not bound by Australian privacy legislation);
- representatives of Host Location governments/authorities (noting that representatives of foreign governments/authorities are not bound by Australian Privacy legislation); and

- in publicly available promotional material, information and publications in hardcopy and/or on the internet.

The Department of Education and the Department of Foreign Affairs and Trade will not otherwise use or disclose the Personal Information for a purpose other than that identified in these Guidelines, except where:

- the Department of Education and the Department of Foreign Affairs and Trade have the individual's consent to use or disclose the information for that other purpose;
- the individual would reasonably expect a use or disclosure to be made for that other purpose and it is related to the purposes outlined in these Guidelines;
- the use or disclosure of the information for another purpose is required or authorised by or under an Australian law or a court/tribunal order;
- permitted general situation exists (such as serious threats to life, health or safety of an individual or the public, suspected unlawful activity or serious misconduct; missing persons; legal or equitable claims; alternative dispute resolution processes; or diplomatic or consular functions); or
- the use or disclosure is reasonably necessary for enforcement related activities by or on behalf of an enforcement body.

For more information on privacy, including information on handling of Personal Information, how someone can access or correct Personal Information, or how to make a complaint, go to:

- Department of Education - [www.education.gov.au/privacy](http://www.education.gov.au/privacy) or contact [privacy@education.gov.au](mailto:privacy@education.gov.au);
- Department of Foreign Affairs and Trade – [www.dfat.gov.au/privacy.html](http://www.dfat.gov.au/privacy.html) or contact [privacy@dfat.gov.au](mailto:privacy@dfat.gov.au).

### **13.3 Confidentiality**

#### **Identification of Confidential Information**

Information which satisfies the four criteria listed below will be treated by the Commonwealth as Confidential Information:

- the information to be protected has been clearly identified by the Applicant;
- the information is commercially sensitive;
- the disclosure of the information would cause unreasonable detriment to the Applicant or another party; and
- the information was provided by the Applicant under an understanding that it would remain confidential.

Confidential Information also includes information designated by the Commonwealth as confidential or that either party knows or ought to know is confidential. This does not include information that is otherwise in the public domain.

Applicants must ensure that they clearly mark information in their application that is confidential and explain why it should be treated as Confidential Information.

#### **Use of Confidential Information**

Even if information belonging to the Applicant is marked confidential, it may be used by the Department of Education, the Department of Foreign Affairs and Trade and other parts of the Commonwealth.

The Confidential Information will be disclosed to Commonwealth employees and contractors and agents for the purposes of determining the suitability of Applicants and Students to enhance the reputation of Australia as New Colombo Plan partners.

In addition to the above, the Department of Education and the Department of Foreign Affairs and Trade may disclose the Confidential Information to:

- the Auditor-General, Ombudsman or Privacy Commissioner;
- the responsible Minister/s;
- a House or a Committee of the Parliament of the Commonwealth of Australia;
- a third party contractor engaged by the Commonwealth for audit-related purposes;
- other Commonwealth agencies for law enforcement purposes, where the disclosure will serve the Commonwealth's legitimate interests and, if necessary, to substantiate an Applicant's claims; or
- a technical, financial, economic and/or industry expert (including auditors) from whom the Department of Education or the Department of Foreign Affairs and Trade wishes to seek advice.

Confidential Information may also be disclosed if the Commonwealth is otherwise required or permitted by law to do so (for example in accordance with the provisions of the *Freedom of Information Act 1982*), where the consent of the Applicant and/or Student to the release of information is obtained prior to its disclosure, or where the information enters the public domain due to the actions of someone other than the Commonwealth. Personal Information will be handled in accordance with the Australian Privacy Principles contained in the Privacy Act.

### **13.4 Freedom of Information**

The Freedom of Information Act 1982 (FOI Act) provides a legally enforceable right to government documents, including documents with regard to the New Colombo Plan.

Decisions regarding requests for access under the FOI Act are made by authorised FOI decision-makers in accordance with the requirements of the FOI Act.

The right of access to documents is subject to exemptions, including in relation to personal and business information. In certain circumstances where documents within the scope of an FOI request contain Personal Information or information which relates to the business, commercial or financial affairs of third parties, the FOI Act requires the decision-maker to consult with the individuals and business affected if release of the material is being considered.

All FOI requests must be referred, immediately via email at [foi@dfat.gov.au](mailto:foi@dfat.gov.au), to the Department of Foreign Affairs and Trade. As required, the Department of Foreign Affairs and Trade will consult the Department of Education on FOI requests.

## **14 How will the Program be evaluated?**

Any information collected as part of the Program can be used by the Department of Education and the Department of Foreign Affairs and Trade for performance monitoring and

management of the New Colombo Plan. Information will also be used to create testimonials for promotional material.

Information collected in ISEO will be used by the Department of Education and the Department of Foreign Affairs and Trade for performance monitoring and management. ISEO is used to collect information about Applicants, Students, program outcomes and performance (including reports).

All Applicants and Students may be asked to participate in the evaluation of the Program.



## Attachment A – Sample project schedule



**Australian Government**  
**Department of Education**

### Department of Education

#### Project Schedule

---

Commonwealth of Australia (**Commonwealth**)

[Insert name of University] (**Recipient**)

# New Colombo Plan Mobility Program

## Sample Project Schedule

This Project Schedule is issued in accordance with clause C of Schedule 1 of the Deed of Standing Offer for Mobility Programs entered into between the Commonwealth of Australia as represented by the Department of Education (Education) and [University name] dated [xx/xx/2014] (Deed) and comprises this Project Schedule and any attached annexure.		
1.	Branch/Division/Section	Mobility, South and South East Asia Branch
2.	University/Consortium	[Name] ABN
3.	Funding Round	New Colombo Plan Mobility Program
4.	Date of Schedule	..... (day) ..... (month) ..... (year)
5.	Defined Terms and Conditions	<p><b>Personal Information</b> has the same meaning as in the <i>Privacy Act 1988</i></p> <p><b>Program</b> means the New Colombo Plan Mobility Program</p> <p><b>Program Delegate</b> means a Deputy Secretary of the Department of Foreign Affairs and Trade or an Associate Secretary of the Department of Education in their role as co-chairs of the Program Implementation Group.</p> <p><b>Program funding</b> means the funding made available by the Commonwealth of Australia for the Program in any given financial year.</p> <p><b>Program Guidelines</b> means the <i>New Colombo Plan Guidelines Mobility Program</i> document available at the website of the Department of Foreign Affairs and Trade.</p> <p><b>Mobility Projects</b> are activities conducted overseas that provide academic credit or are a mandatory element of the student's course, and include semester/trimester based study of up to 12 months, short term study, practicums, clinical placements, Internships/Mentorships and short term research.</p> <p><b>Sensitive Information</b> has the same meaning as in the <i>Privacy Act 1988</i>.</p> <p><b>University</b> means a supplier listed under Table A or Table B of the <i>Higher Education Support Act 2003</i> (Cth), or a consortium of such universities.</p> <p>Any other terms are as defined in the Deed.</p>

6.	<b>Term of Schedule</b>	The final completion report is due <b>31 October 2016</b> .
7.	<b>Terms of Payment</b>	Payments will be made to You within 28 days of receipt of Your invoice.
8.	<b>Invoicing</b>	<p>Invoices must be submitted in accordance with the requirements set out below and in Schedule 1, clause D of the Deed, noting that invoices for Tranche 1 should be made out to the <b>Department of Education</b> and include:</p> <ul style="list-style-type: none"> <li>• the Program name (New Colombo Plan mobility program);</li> <li>• correct bank account details for electronic transfer;</li> <li>• 'Department of Education' as recipient;</li> <li>• Your institution's current address and a contact telephone number;</li> <li>• a \$ amount on the invoice in AUD\$;</li> <li>• Your university's ABN ;</li> <li>• an invoice date; and</li> <li>• an invoice number.</li> </ul>
9.	<b>Mobility Projects</b>	<p><b>[Applicable details such as study type, study details, partner institutions, etc]</b></p> <p>In accordance with the Program Guidelines, the following conditions apply:</p>
10.	<b>Grant Value (exc GST)</b>	<p><b>[Applicable value]</b></p> <p>In accordance with the Program Guidelines, the following conditions apply:</p> <ol style="list-style-type: none"> <li>1. Subsidies to students must be no less than \$1000 and no more than \$3000 for short-term study options and no less than \$3000 and no more than \$7000 for semester-based study options for each student.</li> <li>2. Students undertaking the same should be funded equally.</li> <li>3. Program funding equal to no more than 10 per cent of the total program funding provided to a university for a mobility project may be used by a university to support the administration and implementation of Mobility Projects.</li> </ol>
11.	<b>Relationship of Parties</b>	(a) You must not represent Yourself, and must ensure that Your employees, partners, agents or sub-contractors do not represent themselves, as being officers,

		<p>employees, partners or agents of Ours, including without limitation, for the purposes of managing the Funds.</p> <p>(b) For the avoidance of doubt the Funds, once paid to You by Us, are not held on trust by You for Us.</p>
12.	<b>Variations to projects</b>	<ol style="list-style-type: none"> <li>1. A variation to a funding agreement will be considered by the Department of Education if it: <ul style="list-style-type: none"> <li>• is consistent with the Program’s objectives</li> <li>• is appropriate in all circumstances.</li> </ul> </li> <li>2. The onus is on universities to contact the Department of Education to start the project variation process.</li> </ol>
13.	<b>Other Requirements</b>	<p>In accordance with the Program Guidelines, the following conditions apply:</p> <ol style="list-style-type: none"> <li>1. You are required to submit to the Department of Education pre-departure details for each student including: <ul style="list-style-type: none"> <li>• names</li> <li>• dates and destination of travel</li> <li>• project</li> <li>• email</li> <li>• phone number</li> </ul> </li> <li>2. You are further required to submit a Completion Report by the completion date.</li> <li>3. You must obtain agreement from students to collect their Personal Information. The agreement should give permission for the university to pass on their Personal Information to the Department of Education and the Department of Foreign Affairs and Trade for the purposes of: <ul style="list-style-type: none"> <li>• assessing applications;</li> <li>• administering and performance monitoring the New Colombo Plan Scholarship Program;</li> <li>• promoting the New Colombo Plan, including in promotional material, information and publications in hardcopy and/or on the internet; and</li> <li>• congratulating and/or inviting successful recipients to functions and events held in Australia and overseas, before during or after the term of the recipient’s scholarship.</li> </ul> </li> <li>4. You must also make sure that students are made</li> </ol>

		<p>aware that they can get more information about the way in which the Department of Education and the Department of Foreign Affairs and Trade will manage their personal information, including full privacy policies, at <a href="http://www.education.gov.au/privacy">http://www.education.gov.au/privacy</a> or <a href="http://www.dfat.gov.au/privacy.html">http://www.dfat.gov.au/privacy.html</a> or by requesting a copy from the department concerned.</p>
14.	<b>Education's Address for Notices</b>	<p>The person occupying the position of Director, Student Mobility Section is to receive Notices. This position is currently occupied by:</p> <p>Name Postal Address Department of Education GPO Box 9880 Canberra, ACT 2601 Location Code: 14 Mort St, level 5</p> <p>Telephone: Facsimile: Email:</p>
15.	<b>University/Consortium Representative (ILO)</b>	<b>[Insert details]</b>
16.	<b>University/Consortium Address for Service</b>	<b>[Insert details]</b> Telephone Number: Facsimile Number:

### EXECUTION OF THE PROJECT SCHEDULE:

**Signed** for and on behalf of the **Department of Education** by its duly authorised representative in the presence of

Signature of witness



Signature of representative



Name of witness (print)

Name of representative (print)

Date

Position of representative (print)

**Signed** by **[name of University]** by its duly authorised representative in the presence of

Signature of witness



Signature of representative



Name of witness (print)

Name of representative (print)

Date

Position of representative (print)

## Attachment B – Sample Deed of Standing Offer



Australian Government  
Department of Education

# Deed of Standing Offer

between the

**COMMONWEALTH OF AUSTRALIA**

as represented by the  
**Department of Education**  
and the

**Institute name**

regarding

# Student Mobility Programs

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## Contents

1.	Interpretation .....	33
2.	Term .....	35
3.	Provisions of this Deed that apply to an Agreement.....	35
4.	Funding under Agreements .....	36
5.	Subcontracting .....	36
6.	Assignment and Novation .....	36
7.	Commonwealth Material .....	36
8.	Confidential Information.....	36
9.	Indemnity.....	37
10.	Conflict of Interest.....	37

11. Negation of Employment, Partnership and Agency .....	38
12. Dispute Resolution.....	38
13. Termination On Notice .....	38
14. Termination For Default.....	39
15. Entire Agreement, Variation and Severance .....	39
16. Applicable Law and Jurisdiction .....	39
17. Compliance With Laws and Our Policies.....	39
18. Protection of Personal Information .....	40
19. Freedom of Information Requests.....	40
20. Notices.....	41
21. Waiver .....	41
22. Survival of Clauses .....	41
Schedule 1 to Deed of Standing Offer – Conditions of Funding.....	43
A. Projects .....	43
B. Use of the ISEO System.....	43
C. Formation of Funding Agreements .....	43
D. Payments and Invoice Requirements.....	43
E. Management of Funding.....	44
F. Repayment of Funding .....	44
G. Acknowledgment and Publicity .....	44
H. Liaison and Monitoring.....	45
I. Reporting.....	46
J. Records .....	46
K. Access and Audits .....	46
L. Contact Details .....	46



## Parties

COMMONWEALTH OF AUSTRALIA ('Commonwealth', 'Us', 'We' or 'Our'), represented by and acting through the Department of Education

[ABN 12 862 898 150] ('Department')

AND

Institute name

[ABN], ('You', 'Your' or 'Yourself')

## Overview

- i. The Australian Government is committed to promoting opportunities for more Australians to have an overseas study experience and to encourage international students to experience what Australia has to offer. The Department of Education (The Department) provides support for student mobility to eligible Australian education providers through the following Student Mobility programs:
  - (a) AsiaBound Grants Program (AsiaBound)
  - (b) International Student Exchange Program (ISEP)
  - (c) Study Overseas Short-term Mobility Program (STMP)
  - (d) Vocational Education and Training Outbound Mobility Program (VET)
  - (e) Any other Student mobility program notified by Us to You in accordance with clause vi. below.
- ii. AsiaBound Program provides grants for students undertaking mobility projects in Asia administered by their higher education or VET institution. AsiaBound supports the Australian Government's commitment to support Australians to be Asia-literate in the Asian Century. A range of grants are provided for activities that provide credit or are otherwise a mandatory component of the student's course.
- iii. ISEP (which incorporates the Endeavour Cheung Kong Student Exchange Program) enables eligible students in all disciplines to undertake at least one semester and no more than two semesters of study at an accredited higher education institution in an eligible country. Tuition fee waiver and credit transfer are the key elements of the student exchange agreements that form the basis of the program which aims to:
  - (a) increase cooperation between higher education institutions in Australia and higher education institutions in eligible exchange countries;
  - (b) increase the number of Australian students with international educational experience, and provide students from eligible exchange countries to have a similar experience in Australia; and
  - (c) promote credit transfer arrangements between Australian higher education institutions and eligible higher education institutions overseas with a view to supporting mutual recognition of educational qualifications.
- iv. The STMP provides funding to eligible higher education institutions in Australia to subsidise the costs to students participating in outbound short-term mobility experiences of up to six months.
- v. The VET Program provides funding for VET students to undertake an international study or work placement. The Program aims to:
  - (a) increase the number of Australian VET students undertaking courses leading to the award of a Certificate IV, Diploma, Advanced Diploma, Vocational Graduate Certificate or Vocational Graduate Diploma who undertake an international study opportunity, which could include a work placement, internship or volunteer project related to their industry sector or profession;
  - (b) facilitate the outbound mobility of VET students by increasing the level of partnership activity between Australian education and training providers and/or industry and their international partners; and
  - (c) increase the employability and training outcomes of VET students through an international experience.
- vi. The Student Mobility Programs offered by the Australian Government may change from time to time. Accordingly We may, by notice to You:

- (a) advise You of an additional student mobility program that is supported by Us, for which You may apply for funding from Us to undertake Projects as set out in this Deed; and
- (b) advise that an existing student mobility program is no longer supported by Us, and that You may no longer apply for funding from Us in relation to that program.

## Purpose

- vii. You are committed to helping achieve the goals of the Department Student Mobility Programs through Your participation in administering the Projects specified in an Agreement.
- viii. From time to time, You intend to apply for funding from Us to undertake Projects.
- ix. We are required by law to ensure accountability for public money, and You are required to be accountable for all Funds provided by Us.
- x. You agree to accept any funding that may be provided to You by Us to undertake Projects on the terms and conditions set out in this Deed and in a contractual Agreement, in the form of the Project Schedule.
- xi. We are not bound by virtue of this Deed to enter into any particular Agreement or any Agreement at all; or otherwise provide any Funds to You, and We make no guarantee or representation about the specific Programs or details of Programs that We may offer under an funding round, nor about the level of funding (if any) We may in Our absolute discretion make available for any particular Program(s), in total or during a particular funding Round.

## 2. Interpretation

---

- 1.1 In this Deed and each Agreement, unless the contrary intention appears:

**'ABN'** has the same meaning as it has in section 41 of the *A New Tax System (Australian Business Number) Act 1999*;

**'Agreement'** means an agreement formed pursuant to Item C of Schedule 1, which includes and is governed by this Deed, the Guidelines, the ISEO Terms and Conditions and a Project Schedule;

**'Auditor-General'** means the office established under the *Auditor-General Act 1997* and includes any other entity that may, from time to time, perform the functions of that office;

**'Australian Accounting Standards'** refers to the standards of that name maintained by the Australian Accounting Standards Board created by section 226 of the *Australian Securities and Investments Commission Act 2001*;

**'Australian Auditing Standards'** refers to the standards prepared by the Auditing and Assurance Standards Board and generally accepted audit practices to the extent they are not inconsistent with those standards;

**'Business Day'** means any day of the week other than Saturday, Sunday or a public holiday in the Australian Capital Territory;

**'Change in Control'** of a partnership, trust, joint venture, corporation or other entity, means:

- (a) the ability to cast or control the casting of more than 50% of the maximum number of votes that might be cast at any general meeting (or equivalent) of the Entity; or
- (b) the holding of more than 50% of the issued ordinary share capital, the equity, or other ownership interest, in the Entity;

**'Commonwealth Material'** means any Material provided by Us to You for the purposes of this Deed or which is copied from that Material, except for Project Material;

**'Completion Date'**, in relation to a Project, means:

- (a) the date specified as the 'Completion Date' in a Project Schedule; or
- (b) if no date is specified, the day after You have done all that You are required to do under an Agreement to Our satisfaction;

**'Conditions of Funding'** means the terms and conditions set out in Schedule 1 to be incorporated into an Agreement;

**'Confidential Information'** means information that is by its nature confidential or a party knows or ought to know is confidential, but does not include information which is or becomes public knowledge other than by breach of the contract or any other confidentiality obligation.

**'Conflict'** refers to a conflict of interest, or risk of a conflict of interest, or an apparent conflict of interest arising through You engaging in any activity or obtaining any interest that is likely to interfere with or restrict You in undertaking a Project fairly and independently;

**'Contact Officer'** means the person occupying the position specified in Item L of Schedule 1;

**'Date of this Deed'** means the date specified on the signatory page of this Deed;

**'Deed'** means this Deed of Standing Offer;

**'Electronic Communication'** has the same meaning as it has in section 5 of the *Electronic Transactions Act 1999* (Cth);

**'Funding' or 'Funds'** means the amount or amounts (cash or in kind) payable by Us to You under an Agreement for a Project including interest earned on that amount;

**'GST'** has the same meaning as it has in section 195-1 of the GST Act;

**'GST Act'** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

**'Guidelines'** refers to the relevant guidelines for a funding round of any of the Department of Education (Department) Student Mobility programs in force on the closing date for the relevant round as published on the International Education website at: <https://aei.gov.au/International-network/Australia/studentmobility/Pages/International%20Student%20Mobility%20Programs.aspx> or as otherwise notified by Us to You from time to time, as amended from time to time by Us in accordance with clause 3.2 of this Deed;

**'International Liaison Officer' or 'ILO'** is the person authorised by You and identified on the ISEO system to oversee all administrative processes relating to this Deed and any Agreement, including meeting reporting requirements;

**'Alternate International Liaison Officer or 'AILO'** is the person authorised by You to provide assistance to the International Liaison Officer;

**'Information Privacy Principle'** has the meaning given in the Privacy Act;

**'Intellectual Property Rights'** includes all copyright (including in relation to phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, circuit layouts, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields;

**'Interest'** means interest calculated at an interest rate equal to the general interest charge rate for a day pursuant to section 8AAD of the *Taxation Administration Act 1953* (Cth), on a daily compounding basis;

**'ISEO System'** is the Department's electronic communication system through which You can register, apply for funding, receive offers of funding and report on Project outcomes online, available at <https://iseo.deewr.gov.au/default.aspx?ReturnUrl=%2f> or as otherwise notified by Us to You from time to time;

**'ISEO Terms and Conditions'** are the conditions which govern use of the Department's ISEO System, available at <https://iseo.deewr.gov.au/Information/Terms.aspx> or as otherwise notified by Us to You from time to time;

**'Material'** includes documents, equipment, software (including source code and object code), goods, information and data stored by any means including all copies and extracts of the same;

**'Personal Information'** has the same meaning as it has in section 6 of the Privacy Act;

**'Privacy Act'** means the *Privacy Act 1988* (Cth);

**'Privacy Commissioner'** means the Office of the Privacy Commissioner established under the Privacy Act and includes any other entity that may, from time to time, perform the functions of that Office;

**'Project'** means the activity or activities described in a Project Schedule, and includes the provision of Project Material;

**'Project Material'** means all Material:

- (a) brought into existence for the purpose of performing under an Agreement;
- (b) incorporated in, supplied or required to be supplied along with the Material referred to in paragraph (a); or

(c) copied or derived from Material referred to in paragraphs (a) or (b);

**'Project Schedule'** means the document which when completed and signed will form the contractual agreement between the parties;

**'Records'** includes documents, information and data stored by any means and all copies and extracts of the same;

**'Report'** means Project Material provided to Us for reporting purposes on matters including the use of Funding, whether or not outcomes have been achieved, as required under an Agreement;

**'Secretary'** means a person for the time being performing the duties of the office of Secretary to the Department and includes a person designated in writing by the Secretary to exercise any of the Secretary's powers under this Deed or an Agreement;

**'Us', 'We' and 'Our'** includes the Commonwealth's officers, delegates, employees and agents, and Our successors; and,

**'You' and 'Your'** includes, where the context admits, Your officers, employees, agents and Your successors.

1.2 In this Deed and the 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) a reference to a person includes a partnership and a body whether corporate or otherwise;
- (d) clause headings or words in bold format are inserted for convenience only, and have no effect in limiting or extending the language of provisions;
- (e) all references to dollars are to Australian dollars;
- (f) unless stated otherwise, a reference to legislation is to legislation of the Commonwealth, as amended from time to time;
- (g) 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
- (h) 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.

1.3 In the event of any conflict or inconsistency between any of the following documents, the order of priority set out below will apply:

- (a) this Deed; then
- (b) the Conditions of Funding (Schedule 1 to this Deed); then
- (c) the Guidelines; then
- (d) the ISEO Terms and Conditions; then
- (e) a Project Schedule.

### **3. Term**

---

- 3.1. The initial term of this Deed is for 3 years starting on the 'Date of this Deed'.
- 3.2. The Department may, in its sole discretion, offer to extend the term for further periods of up to one year by giving You written notice at least 30 days before the end of the initial term, or the amended term, whichever is the latter.
- 3.3. If the Department offer, pursuant to clause 2.2, is accepted; the further term will be on the same terms and conditions as this Deed.

### **4. Provisions of this Deed that apply to an Agreement**

---

- 4.1. Any Agreement with You for a Project will include and be governed by:
  - (a) the Conditions of Funding applicable at the time an Agreement is entered into (and any other provisions of this Deed necessary to interpret those terms and conditions, including the provisions of clause 1);
  - (b) the Guidelines;
  - (c) the ISEO Terms and Conditions; and
  - (d) a Project Schedule.

- 4.2. The Guidelines may be amended from time to time. You acknowledge that minor clarifications may be made by Us to the applicable Guidelines and You will be bound by such amended Guidelines.
- 4.3. The existence of an executed Deed does not guarantee, nor should it provide an expectation, that any funding will be provided. As funding of the Department's Student Mobility programs are dependent upon Federal budgeting there is no guarantee that any funds will be available under any or all of the programs.

## **5. Funding under Agreements**

---

- 5.1. The total amount of Funding paid to You may comprise certain amounts for each Project as specified in the relevant Project Schedules. You must spend each specified amount only for the Project to which it relates.
- 5.2. Without limiting Our rights, We may withhold or suspend any payment in whole or in part if:
- (a) You have not performed Your obligations under this Deed; or,
  - (b) You have outstanding or unacquitted money under any arrangement (whether contractual or statutory) with Us.
- 4.3 If We exercise Our rights under clause 4.2, You must continue to perform any obligations under this Deed, unless We agree otherwise in writing.

## **6. Subcontracting**

---

- 6.1. **You must not, without Our prior written approval, subcontract the performance of any obligations under this Deed. In giving approval, We may impose terms and conditions as We think fit.**
- 6.2. You remain fully responsible for the performance of Your obligations under this Deed at all times.

## **7. Assignment and Novation**

---

- 7.1. You must not assign Your rights under this Deed without prior written approval from Us.
- 7.2. You agree not to negotiate with any other person to enter into an arrangement that will require novation of this Deed without first consulting Us.

## **8. Commonwealth Material**

---

- 8.1. Ownership of any Commonwealth Material, including Intellectual Property Rights in that Material, remains vested at all times in Us but We grant You a licence to use, copy and reproduce that Material only for the purposes of this Deed and in accordance with any conditions or restrictions specified in the Project Schedule.
- 8.2. You must keep safely and maintain Commonwealth Material You have been given for the purposes of this Deed.
- 8.3. You may retain or destroy all Commonwealth Material remaining in Your possession at the end of this Deed, unless otherwise specified in the Project Schedule.

## **9. Confidential Information**

---

- 9.1. Subject to subclause 8.5:
- (a) You must not, without Our prior written approval, disclose any of Our Confidential Information to a third party; and
  - (b) We must not, without Your prior written approval, disclose any of Your Confidential Information to a third party.

- 9.2. In giving written approval to disclosure, a party may impose conditions as it thinks fit, and the other party agrees to comply with the conditions.
- 9.3. We may at any time require You to arrange for any person engaged in, or in relation to, the performance or management of this Deed to give written undertakings, in a form required by Us, relating to the non-disclosure of Our Confidential Information.
- 9.4. If You receive a request under subclause 8.3, You must promptly arrange for all undertakings to be given.
- 9.5. The obligations on the parties under this clause 8 will not be breached if Confidential Information is:
- (a) disclosed by Us or You to the responsible Federal Government Minister;
  - (b) disclosed by Us, in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
  - (c) authorised or required by law or public accountability requirements, to be disclosed; or
  - (d) in the public domain otherwise than due to a breach of this clause 8.

## **10. Indemnity**

---

- 10.1. You agree to indemnify Us against any:
- (a) loss or liability incurred by Us;
  - (b) loss of or damage to Our property; or
  - (c) loss or expense incurred by Us in dealing with any claim against Us, including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used, or disbursements paid by Us;
- arising from:
- (i) any act or omission by You, or any of Your employees, agents, or subcontractors in connection with Agreement, where there was fault on the part of the person whose conduct gave rise to that liability, loss, damage, or expense;
  - (ii) any breach by You or any of Your employees, agents, subcontractors of obligations or warranties under this Deed;
  - (iii) any use or disclosure by You, Your officers, employees, agents, subcontractors of Personal Information held or controlled in connection with this Deed; or
  - (iv) the use by Us of the Project Material, including any claims by third parties about the ownership or right to use Intellectual Property Rights (including moral rights) in Project Material.
- 10.2. Your liability to indemnify Us under this clause 9 will be reduced proportionately to the extent that any fault on Our part contributed to the relevant loss, damage, expense or liability.
- 10.3. Our right to be indemnified under this clause 9 is in addition to, and not exclusive of, any other right, power, or remedy provided by law, but We are not entitled to be compensated in excess of the amount of the relevant loss, damage, expense or liability.
- 10.4. In this clause 9, "fault" means any negligent or unlawful act or omission or wilful misconduct.

## **11. Conflict of Interest**

---

- 11.1. You warrant that, to the best of Your knowledge after making reasonable inquiries, at the Date of this Deed, no Conflict exists or is likely to arise in the performance of Your obligations under this Deed.
- 11.2. If during the term of this Deed a Conflict arises, or is likely to arise, You must:
- (a) immediately notify Us in writing of that Conflict and of the steps You propose to take to resolve or otherwise deal with the Conflict;
  - (b) make full disclosure to Us of all relevant information relating to the Conflict; and
  - (c) take steps as We may, if We choose to, reasonably require to resolve or otherwise deal with that Conflict.

- 11.3. If You fail to notify Us under this clause 11, or are unable or unwilling to resolve or deal with the Conflict as required, We may terminate this Deed under clause 14.

## **12. Negation of Employment, Partnership and Agency**

---

- 12.1. You will not, by virtue of this Deed, be or for any purpose be deemed to be Our employees, partners or agents.
- 12.2. You must not represent Yourself, and must ensure that Your employees, partners, agents or sub-contractors do not represent themselves, as being Our employees, partners or agents.

## **13. Dispute Resolution**

---

- 13.1. Subject to clause 12.4 the parties agree not to commence any legal proceedings in respect of any dispute arising under this Deed, which cannot be resolved by informal discussion, until the procedure provided by this clause 12 has been used.
- 13.2. The parties agree that any dispute arising during the course of this Deed is dealt with as follows:
- (a) the party claiming that there is a dispute will send the other party a written notice setting out the nature of the dispute;
  - (b) the parties will try to resolve the dispute through direct negotiation by persons who they have given authority to resolve the dispute;
- 13.3. The parties have 10 Business Days after the receipt of the notice to reach a resolution or to agree that the dispute is to be submitted to mediation or some alternative dispute resolution procedure; and if:
- (a) there is no resolution of the dispute;
  - (b) there is no agreement on submission of the dispute to mediation or some alternative dispute resolution procedure; or
  - (c) there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 15 Business Days after the submission, or extended time as the parties may agree in writing before the expiration of the 15 Business Days,
- then, either party may commence legal proceedings.
- 13.4. This clause 12 does not apply if:
- (a) either party commences legal proceedings for urgent interlocutory relief;
  - (b) action is taken by Us under clauses 14 or 15; or
  - (c) an authority of the Commonwealth, a State or Territory is investigating a breach or suspected breach of the law by You.
- 13.5. Despite the existence of a dispute, both parties must (unless requested in writing by the other party not to do so) continue to perform obligations under this Deed.

## **14. Termination On Notice**

---

- 14.1. We may, at any time by written notice to You, terminate this Deed or reduce the scope of this Deed without prejudice to the rights, liabilities, or obligations of either party accruing prior to the Completion Date.
- 14.2. If this Deed is terminated or reduced in scope We will not be liable to pay any amount to You and in particular You will not be entitled to be compensated for loss.
- 14.3. Upon receipt of a notice of termination or reduction in scope You must:
- (a) take all available steps to minimise loss resulting from that termination; and
  - (b) otherwise implement any written instructions of Us relating to this Deed, in the timeframes required by Us.

## **15. Termination For Default**

---

- 15.1. We may immediately terminate this Deed by giving written notice to You of the termination if:
- (a) You fail to fulfil, or are in breach of any of Your obligations under this Deed or an Agreement or the ISEO Terms and Conditions, and You do not rectify the omission or breach within 10 Business Days after receiving a notice in writing from Us to do so;
  - (b) You are unable to pay all Your debts when they become due;
  - (c) if You are an incorporated body:
    - (i) You fail to comply with a statutory demand within the meaning of section 459F of the *Corporations Act 2001*;
    - (ii) proceedings are initiated to obtain an order for Your winding up or any shareholder, member or director convenes a meeting to consider a resolution for Your winding up;
    - (iii) You come under one of the forms of external administration referred to in Chapter 5 of the *Corporations Act 2001* or equivalent provisions in other legislation, or an order has been made to place You under external administration; or
    - (iv) notice is served on You or proceedings are taken to cancel Your incorporation or registration or to dissolve You as a legal entity; or
  - (d) You cease to carry on a business relevant to the performance of this Deed or an Agreement; or
  - (e) You suffer a Change in Control that adversely affects Your ability to perform this Deed.

## **16. Entire Agreement, Variation and Severance**

---

- 16.1. This Deed and each Agreement record the entire agreement between the parties in relation to the subject matter of those documents.
- 16.2. Except for action We are expressly authorised to take elsewhere in this Deed, no variation of this Deed is binding unless it is agreed in writing and signed by the parties.
- 16.3. If a court or tribunal says any provision of this Deed has no effect or interprets a provision to reduce an obligation or right, this does not invalidate, or restrict the operation of, any other provision.

## **17. Applicable Law and Jurisdiction**

---

- 17.1. The laws of the Australian Capital Territory apply to the interpretation of this Deed.
- 17.2. The parties agree to submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory in respect to any dispute under this Deed.

## **18. Compliance With Laws and Our Policies**

---

- 18.1. You must, in carrying out Your obligations under this Deed, comply with:
- (a) all relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory or local authority; and
  - (b) any of Our policies notified by Us to You in writing.
- 18.2. **You acknowledge that:**
- (a) You may have obligations under the *Equal Opportunity for Women in the Workplace Act 1999* and You must comply with those obligations;
  - (b) Chapter 7 of the *Criminal Code* provides for offences which attract substantial penalties, including theft of Commonwealth property and other property offences, obtaining property or financial advantage by deception, offences involving fraudulent conduct, bribery, forgery and falsification of documents;
  - (c) giving false or misleading information is a serious offence under the *Criminal Code*;
  - (d) under section 70 of the *Crimes Act 1914*, it is an offence for You to publish or communicate any fact or document that has come into Your knowledge or into Your possession or custody by virtue of the performance of this Deed, except if You are authorised to disclose that fact or document;
  - (e) in respect of data, including personal information, held in connection with this Deed, any unauthorised and intentional access, destruction, alteration, addition or impediment to access or usefulness of the data stored in any computer in the course of performing this



Deed is an offence under Part 10.7 of the Criminal Code which may attract a substantial penalty, including imprisonment;

- (f) You are aware of the provisions of section 79 of the Crimes Act 1914 relating to official secrets;
- (g) You are aware of Your obligations under Part 4 of the *Charter of United Nations Act 1945* and the *Charter of United Nations (Terrorism and Dealing with Assets) Regulations 2002*;

**Note:** more information about the Charter of United Nations Act and the Charter of United Nations (Terrorism and Dealing with Assets) Regulations is available at [http://www.dfat.gov.au/icat/freezing\\_terrorist\\_assets.html](http://www.dfat.gov.au/icat/freezing_terrorist_assets.html)

- (h) You may be subject to the provisions of the Competition and Consumer Act 2010 and the Archives Act 1983.

18.3. You must:

- (a) when using Our premises or facilities (including information systems), comply with Our reasonable directions and procedures relating to work health and safety;
- (b) when dealing with Your employees, You must comply with Our policies on employment, including the *Fair Work Act 2009*, and obligations under relevant occupational health and safety laws.

## 19. Protection of Personal Information

---

19.1. You agree to:

- (a) comply with the Information Privacy Principles when doing any act or engaging in any practice in relation to Personal Information for the purposes of this Deed, as if You were an agency as defined in the Privacy Act; and
- (b) deal with Personal Information received, collected, created or held by You for the purposes of this Deed only to fulfil Your obligations under this Deed.

19.2. An act done or a practice engaged in by You or a subcontractor to meet (directly or indirectly) an obligation under this Deed is:

- (a) authorised by this clause 18 for the purposes of sub-sections 6A(2) and 6B(2) of the Privacy Act even if the act or practice is inconsistent with a National Privacy Principle or an approved privacy code (as defined in the Privacy Act) that applies to You or the subcontractor; but
- (b) subject to the other obligations in this Deed including this clause 19.

## 20. Freedom of Information Requests

---

20.1. In this clause 19:

- (a) document, exempt document, exempt internet-content document, and Information Commissioner have the same meaning as in the FOI Act; and
- (b) FOI Act means the *Freedom of Information Act 1982 (Cth)* as in force from time to time.

20.2. If:

- (a) We receive an application for a document under the FOI Act; and
- (b) the document was created by You or is in Your possession; and
- (c) the document relates to the performance of this contract (and not the entry into this contract);

then We may, by written notice, require You to give Us the document.

20.3. If We give you a notice under subclause 19.2, You must comply with the notice:

- (a) at no additional cost to Us; and
- (b) within the period set out in the notice (or if no period is set out in the notice, within 14 days of You receiving the notice).

20.4. You agree, at no additional cost to Us, to:

- (a) assist Us in respect of Our obligations under the FOI Act; and
- (b) assist the Information Commissioner in respect of his or her functions and powers under the FOI Act;

in relation to this contract and Your performance of this contract, including but not limited to assistance in:

- (c) determining whether You have any documents relevant to an application for documents under the FOI Act;
- (d) identifying documents relevant to an application for documents under the FOI Act;
- (e) making access decisions under the FOI Act (including identifying whether documents are exempt documents or exempt internet-content documents); and
- (f) legal proceedings about access to documents under the FOI Act.

## **21. Notices**

---

21.1. A party giving notice under this Deed must do so in writing or by Electronic Communication and;

- (a) if given by You:
  - (i) marked for the attention of the Contact Officer; and
  - (ii) hand delivered or sent by pre-paid post or Electronic Communication to the address specified for the Contact Officer in Item L of Schedule 1; or
- (b) if given by Us:
  - (i) marked for the attention of the person identified by You through ISEO as the International Liaison Officer; and
  - (ii) hand delivered or sent by pre-paid post or Electronic Communication to the contact address specified in the ISEO System.

21.2. A notice given under subclause 20.1 is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by pre-paid post, 5 Business Days after the date of posting; or
- (c) if sent by Electronic Communication, at the time that would be the time of receipt under the *Electronic Transactions Act 1999* if a notice was being given under a law of the Commonwealth.

## **22. Waiver**

---

22.1. If either party does not exercise (or delays in exercising) any rights under this Deed, that failure or delay does not operate as a waiver of those rights.

22.2. A waiver by either party of any rights does not prevent the further exercise of any right.

22.3. Waiver of any provision of, or right under, this Deed:

- (a) must be in writing signed by the party entitled to the benefit of that provision or right; and
- (b) is effective only to the extent set out in the written waiver.

22.4. In this clause 21 'rights' means rights or remedies provided by this Deed or at law.

## **23. Survival of Clauses**

---

23.1. The clauses listed in this clause and all clauses required to give effect to those clauses survive the expiration or earlier termination of this Deed, namely clauses 8, 18 and 19.

**THIS DEED OF STANDING OFFER** is made on the ..... day of June, 2014

**EXECUTED BY THE PARTIES AS A DEED**

SIGNED, SEALED AND DELIVERED  
for and on behalf of the  
COMMONWEALTH OF AUSTRALIA  
represented by and acting through  
the Department of Education  
(ABN 12 862 898 150)

by:

.....  
Branch Manager  
Mobility and South East Asia Branch  
International Group

.....  
.....  
(signature)

in the presence of:

.....  
.....  
(printed name)

.....  
.....  
(signature)

SIGNED, SEALED AND DELIVERED  
for and on behalf of the Institute  
name  
(ABN)

by:

.....  
.....  
(printed name of authorised delegate)

.....  
.....  
(signature of authorised delegate)

in the presence of:

.....  
...  
(printed name of witness)

.....  
.....(signature of witness)

## **Schedule 1 to Deed of Standing Offer – Conditions of Funding**

### **A. Projects**

---

- A.1 You must carry out the Projects:
- (a) at the time and in the manner specified in the Project Schedule;
  - (b) within the timeframe specified in the Project Schedule; and
  - (c) in accordance with this Deed, diligently, effectively and to a high professional standard.
- A.2 The Funding must be spent by You only for the purposes of, and in accordance with, this Deed.
- A.3 We are not responsible for the provision of additional money to meet any expenditure in excess of the Funds.

### **B. Use of the International Student Exchange Online (ISEO) System**

---

- B.1 You agree to access and use the ISEO system in accordance with the ISEO Terms and Conditions.
- B.2 You indemnify the Department against any loss or damage it may suffer as a result of Your failure to use, including as a result of negligence, the ISEO System in accordance with the ISEO Terms and Conditions and this Deed.
- B.3 You authorise the personnel identified by You as the ILO through the ISEO System to access and use the ISEO System on Your behalf.

### **C. Formation of Funding Agreements**

---

- C.1 During an open funding round You may submit an application to Us through the ISEO System for funding of a Project or Project(s).
- C.2 Each application for project funding must be in the form required by Us from time to time, and contain all information required by Us, as specified on the ISEO System.
- C.3 If We decide in Our absolute discretion that Your Application is successful and We wish to grant You funding for the Project(s), We will:
- (a) determine at Our discretion the amount of funding We will offer You; and
  - (b) make available to You, Our offer of funding for the Project through a Project Schedule on the ISEO System, that details the Project and any additional conditions upon which the funding is offered.
- C.4 You must print and sign two copies of the Project Schedule, and return both copies to the Contact Officer within 15 Business Days to be executed by Us.
- C.5 Upon Our execution of both copies of a Project Schedule submitted by You, an agreement will be formed between Us and You in respect of a Project.
- C.6 We will provide You as soon as practicable with one copy of the Project Schedule which has been executed by Us.
- C.7 You may apply for several Projects relating to a Program or different Programs within the same funding round. If You are successful in more than one application, You will receive an offer of funding for each Project in the form of a separate Project Schedule.
- C.8 Each Project Schedule executed in accordance with this clause C will form a separate agreement.

### **D. Payments and Invoice Requirements**

---

- D.1 On execution of a Project Schedule and submission of a correctly rendered invoice by You, within the timeframe specified in the Guidelines, We will make payment of funds into Your nominated bank account.
- D.2 Invoices forwarded by You must be correctly addressed and include:
- (a) the Department Student Mobility program name.
  - (b) the name of your Project.
  - (c) correct bank account details for electronic transfer.
  - (d) the 'Department of Education' (or 'the Department') as recipient.
  - (e) Your institution's current address and a contact telephone number.

- (f) a \$ amount with any GST, if applicable, separately identified and if the amount includes GST the Invoice must state 'TAX INVOICE'.
- (g) if a Tax Invoice; an ABN.
- (h) an invoice date.
- (i) an invoice number.

## **E. Management of Funding**

---

- E.1 You must:
- (a) ensure that the Funds are held in an account in Your name, and which You solely control, with a bank or credit union carrying on banking business in Australia;
  - (b) on request from Us, provide Us and the authorised deposit-taking institution with an authority for Us to obtain all details relating to any use of the account in respect of this Deed; and
  - (c) identify the receipt and expenditure of the Funds separately within Your accounting Records so that at all times the Funds are identifiable and ascertainable.
- E.2 You may include Funds under more than one Agreement made under the Deed in one bank account.
- E.3 You must keep financial Records relating to each Project to enable:
- (a) all income and expenditure related to the Project to be identified in Your accounts;
  - (b) the preparation of financial statements in accordance with Australian Accounting Standards; and
  - (c) the audit of those Records in accordance with Australian Auditing Standards.
- E.4 You must not use the Funds for any other purpose than for those prescribed in this Deed, including:
- (a) as security to obtain, or comply with, any form of loan, credit, payment or other interest; or
  - (b) for the preparation of, or in the course of, any litigation.

## **F. Repayment of Funding**

---

- F.1 If:
- (a) at any time, an overpayment occurs, including where an invoice is found to have been incorrectly rendered after payment; or
  - (b) at the Completion Date (or if this Deed or a Project is terminated earlier, the date of termination) some or all of the Funding relating to a Project has not been:
    - (i) spent in accordance with this Deed; or
    - (ii) acquitted to Our satisfaction;
- then this amount must be repaid to Us within 20 Business Days after receipt of a written notice from Us, or dealt with as directed in writing by Us.
- F.2 An overpayment may be recovered from You, including by offsetting that overpayment against any amount subsequently due to You under this Deed.
- F.3 If an overpayment is not repaid to Us, Interest is payable on the amount after the expiry of the 20 Business Days' notice referred to in clause F.1, until the amount is paid in full.
- F.4 Any amount owed to Us under clause F.1 and any Interest owed under clause F.3, is recoverable by Us as a debt due to Us by You without further proof of the debt by Us.
- F.5 An adjustment note must be provided to Us if required by the GST Act, including where You repay some or all of the Funding to Us.

## **G. Acknowledgment and Publicity**

---

- G.1 You must, in all publications, promotional and advertising materials, public announcements and activities by You or on Your behalf in relation to a particular Project, or any products, processes or inventions developed as a result of the Project:
- (a) ensure that no comment is included or made that is party political in nature;

- (b) acknowledge the financial and other support You have received from Us, and from our funding partners (where appropriate and as notified to You by Us), including the specific dollar amount, all in the manner set out in the relevant Guidelines and including the following statements:
  - (i) “This Project is supported by funding from the Commonwealth Department of Education in the amount of A\$\_\_\_” and
  - (ii) “The views expressed here do not necessarily represent the views of the Commonwealth Department of Education.”
- G.2 We reserve the right to publicise and report on the awarding of the Funding to You, including the amount of the Funds given to You and the title and a brief description of the Project(s).
- G.3 The name of the Department to be acknowledged in item G.1(b) above may change, as notified to You by Us from time to time.

## **H. Liaison and Monitoring**

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- H.1 You must:
  - (a) liaise with and provide information to; and
  - (b) comply with all reasonable requests, directions, or monitoring requirements as reasonably required of You by,  
the Contact Officer or a person or persons nominated by the Contact Officer and representing the Department in this matter.

I.

**J. Reporting**

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- I.1 You must provide Us with the reports specified as 'Funding Acquittal Requirements' in the Guidelines.
- I.2 The reports referred to in clause I.1 must be provided to Us online via the ISEO system, unless otherwise advised by Us.

**K. Records**

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- J.1 You must make full and accurate Records of the conduct of the Project including the receipt and use of Funding and the creation of Intellectual Property Rights in Project Material.
- J.2 Records created as a result of an Agreement must be retained by You for 7 years after the end of this Deed.

**L. Access and Audits**

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- K.1 You must at all reasonable times give Our representative on production of photo identification, or any person authorised in writing by the Secretary:
- (a) reasonable access to:
    - (i) Your employees;
    - (ii) premises occupied by You;
    - (iii) Material; and
  - (b) reasonable assistance to:
    - (i) inspect the performance of the Project;
    - (ii) inspect the accuracy of Your invoices and reports in relation to the performance of the Funding under this Deed;
    - (iii) to locate and inspect any Material relevant to the Project;
    - (iv) make copies of Material and remove those copies, relevant to the Project.
- K.2 The rights in subclause K.1 apply equally to the Auditor-General or a delegate of the Auditor-General or the Privacy Commissioner, or a delegate of the Privacy Commissioner, for the purpose of performing the Auditor-General's or Privacy Commissioner's statutory functions or powers.
- K.3 The rights referred to in subclause K.1 are subject to:
- (a) the provision of reasonable prior notice to You; and
  - (b) Your reasonable security procedures.
- K.4 If a matter is being investigated which, in the opinion of a member of the National Investigations Unit in the Department, or any person authorised in writing by the Secretary, may involve an actual or apprehended breach of the law, clause (a) will not apply.
- K.5 The requirement for access specified in subclause K.1 does not in any way reduce Your responsibility to perform Your obligations under this Deed.

**M. Contact Details**

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<b>Contact Officer</b>	Assistant Director, Student Mobility Section International Group
<b>Office Address</b>	Level 5

	14 Mort Street CANBERRA ACT 2601
<b>Postal Address</b>	International Group Department of Education GPO Box 9880 CANBERRA ACT 2601
<b>Email</b>	student.mobility@education.gov.au

The above details may change, as notified to You by Us from time to time.

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