



Australian Government



NEW COLOMBO PLAN

Connect to Australia's future - study in the region

New Colombo Plan Guidelines Mobility Program

2017 Round

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1 Program Overview

1.1 Purpose of Guidelines

These Guidelines provide information about the 2017 round of the New Colombo Plan (NCP) Mobility Program, including eligibility and the process for assessing and allocating funding to grant applications.

These Guidelines should be read in conjunction with the Advice to Applicants available on the Department of Foreign Affairs and Trade website at www.dfat.gov.au/people-to-people/new-colombo-plan. These Guidelines commence on 12 January 2016.

1.2 About the New Colombo Plan

The New Colombo Plan is a signature initiative of the Australian Government which aims to lift knowledge of the Indo-Pacific in Australia by supporting Australian undergraduates to study and undertake Internships in the region.

The Australian Government made an initial commitment of \$100 million of funding for the New Colombo Plan. Funding for the program is now ongoing. It involves a prestigious scholarship program for study of up to one year and Internships or Mentorships, and a flexible mobility grant program for both short and longer term study, Internships, Mentorships, practicums, clinical placements and research.

The New Colombo Plan is intended to be transformational, deepening Australia's relationships in the region, both at the individual level and through expanding university, business and other stakeholder links.

1.3 Strategic Objectives

The New Colombo Plan aims to:

- lift knowledge of the Indo-Pacific in Australia by increasing the number of Australian undergraduate students undertaking study and Internships in the region
- deepen Australia's people-to-people and institutional relationships with the region, through the engagement of students, universities, businesses and other stakeholder networks in the Program
- establish study in the Indo-Pacific as a rite of passage for Australian undergraduate students, and an endeavour that is highly valued by the Australian community, and
- increase the number of work-ready Australian graduates with regional experience.

In the 2017 round the New Colombo Plan Mobility Program's strategic objectives are to:

- support more study experiences in as many Indo-Pacific locations as possible
- fund innovative Mobility Projects that facilitate increased student mobility to the region and new or strengthened partnerships between universities and other organisations
- encourage a substantial number of Students to undertake longer-term study, in-country language study and Internships
- encourage private sector collaboration and sponsorship of the Program
- engage New Colombo Plan Students, universities, and other stakeholders in public diplomacy and outreach, and
- continue to develop an active alumni community for Students to share their experiences, promote the New Colombo Plan and continue to develop knowledge of and professional links within the Indo-Pacific region.

1.4 New Colombo Plan Budget¹

Funding for the total New Colombo Plan budget from 2016-17 is outlined below.

2016-17	2017-18	2018-19	Total
\$28,215,000	\$51,083,000	\$50,933,000	\$130,231,000

2 New Colombo Plan Mobility Program Funding

2.1 Funding Purpose and Use

The New Colombo Plan Mobility Program provides funding to Australian Universities (the Applicants and Funding Recipients) which in turn provide grants to Australian undergraduate students to enable their participation in Mobility Projects in the Indo-Pacific region. The purpose of this funding is to meet the strategic objectives of the New Colombo Plan set out at Section 1.3.

Under the 2017 round, approximately \$20 million in funding is available to support Single-term Mobility Projects and the first year of Multi-year Mobility Projects through Student Grants and a contribution to Applicants' administration costs. Funding for the second and third years of any successful Multi-year Mobility Projects will be additional to this and determined based on applications received and the outcomes of selection processes.

The Program will prioritise funding of Mobility Projects that meet all or a majority of objectives set out at Section 1.3. This includes Mobility Projects that: support new and/or increased student mobility and new and strengthened partnerships; facilitate longer-term study, language study, and Internships; and promote diversity in Host Locations.

Around 25 per cent of total funding available under the 2017 round may be directed towards Multi-year Mobility Projects undertaken between 1 January 2017 and 30 June 2020, in accordance with the timeline at Section 4.1. The remainder of the funding will be directed to Single-term Mobility Projects (undertaken between 1 January 2017 and 30 June 2018).

The Program will prioritise funding of Mobility Projects that entail significant private sector in-kind support or financial sponsorship, beyond the provision of Internships or Mentorships (see Section 2.5). It will also prioritise funding of Mobility Projects that have a longer duration of study.

2.2 Mobility Projects and Student Grants

Successful Applicants (Funding Recipients) will be awarded funding to be used for Mobility Projects in Host Locations.

Mobility Projects can include one or more of the following:

- semester-based study
- short-term study
- practicums
- clinical placements
- Internships
- short-term research.

2.2.1 Short-term Grant

Short-term Grants enable Students to participate in Mobility Projects that:

- are equivalent to less than one full Study Period as recognised by the Home University, up to six months in duration, and

¹ As outlined in the 2015-16 Portfolio Budget Statements. Covers all aspects of the New Colombo Plan, including the Scholarship Program. The funding does include funding for capital expenses.

- attract course credit or fulfill mandatory course requirements.

A Short-term Grant provides between \$1,000 and \$3,000 per Student.

2.2.2 Semester Grant

Semester Grants enable Students to participate in Mobility Projects that:

- are equivalent to at least one full Study Period as recognised by the Home University, up to 12 months in duration, and
- attract course credit or fulfils mandatory course requirements.

A Semester Grant provides between \$3,000 and \$7,000 per Student.

2.2.3 Internship Grant

Internship Grants are available for semester-based Mobility Projects that include an Internship component in addition to semester-based study. Additional course credit can be applied at the discretion of the Home Institution, but is not required.

An Internship Grant will provide \$1,000 per Student (which is in addition to a Semester Grant).

Students receiving a Short-term Grant are ineligible for Internship Grants. Where an Internship is the sole component of a semester-based Mobility Project, the Mobility Project is ineligible for an Internship Grant.

The table below indicates the relevant Study Period for each type of New Colombo Plan mobility grant.

	Short-term Grant	Semester Grant	Internship Grant
Less than one full Study Period (up to six months duration)	X		
One full Study Period (up to 12 months duration)		X	X

2.3 Use of Student Grants

Except as outlined below, Funding Recipients must use Student Grant funding for the sole purpose of providing grants directly to Students.

Where a Funding Recipient wishes to use the funding provided for Student Grants to make group arrangements on behalf of Students (and thereby not pay a component of the funding directly to Students), the Funding Recipient must:

- be able to demonstrate a financial benefit for the Students (for example, flight discounts available through group bookings), and
- obtain Students' written consent to the relevant funding not being made directly available to them.

Funding Recipients do not need to provide the Department of Education and Training with copies of Student consent but should retain a record.

Funding Recipients cannot use the funding provided for Student Grants for their administrative costs (see Section 2.6). Funding Recipients should also inform Students of other funding options available, e.g. OS-HELP².

² OS-HELP is a loan available to eligible students enrolled in an Australian Government-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, and other travel or study expenses. Students may receive one loan per six-month Study Period and can access a total of two

Students must receive their grant amount prior to their departure.

2.4 Multi-Year Funding

In the 2017 round, around 25 per cent of funding is available for Multi-year Mobility Projects that meet an additional selection criterion and are approved to run for up to two additional years beyond the Single-term Mobility Project Completion Date of 30 June 2018 (i.e. between 1 January 2017 and 30 June 2020). Applicants cannot submit the same project proposal for Single term and Multi-Year Funding.

Multi-year Mobility Projects allow the same project to be offered over multiple years to different cohorts of students. Multi-Year Funding is only available to Mobility Projects that support Applicants to deliver a long-term and sustainable increase in student mobility to the region. Applicants must demonstrate how Multi-Year Funding will enable them to scale-up and sustain mobility, and strengthen their partnerships e.g. Applicants could seek an increased number of Student Grants for each year of the Mobility Project's duration or could demonstrate that the fields of study or program types have expanded. The required timeline for Multi-year Mobility Projects is available at Section 4.1.

Under the funding agreements for any Multi-year Mobility Projects, funding beyond 30 June 2018 will be contingent on the Funding Recipients submitting completion reports on an annual basis and the Australian Government approving continued funding following a review of these completion reports (see Section 6.5).

In the event that 25 per cent of total funding available under the 2017 round cannot be directed to Multi-year Mobility Projects, either because of a lack of demand or because applications are deemed unsuitable or are not competitive, available funding will be directed towards Single-term Mobility Projects.

Applicants can also nominate to have the first term of funding under a Multi-Year Mobility Project considered as a Single-term Mobility project application, should there be insufficient funding available to fund the project as Multi-Year Mobility Project.

2.5 Private Sector Collaboration and Sponsorship

Private Sector Organisations in Australia and other parts of the Indo-Pacific region can make an important contribution to the number and quality of student mobility experiences under the New Colombo Plan by offering Internships and Mentorships, and hosting briefings and site visits for Students.

Under the 2017 round, the New Colombo Plan is encouraging collaboration between universities and the private sector through the development of Mobility Projects that entail in-kind and/or financial Private Sector Sponsorship.

In-kind sponsorship is the provision of a good or service free of charge by a private sector sponsor for use in the Mobility Project that otherwise would have required payment of a fee or charge. Financial sponsorship is a cash contribution to a Mobility Project offered by a private sector sponsor. Applicant and Host Institution contributions are not considered Private Sector Sponsorship.

Mobility Projects that incorporate Private Sector Sponsorship beyond the provision of Internships, Mentorships and briefings will be given preference in the selection process (see Selection Criterion 7).

As an example of in-kind sponsorship, a Private Sector Organisation may wish to provide in-country accommodation for mobility Students or in-house training and development such as language and cultural courses. Such in-kind contributions from a Private Sector Organisation extend the reach of New Colombo Plan Mobility Projects for both Home Universities and Students. As an example of

OS-HELP loans over their lifetime. Further information on OS-HELP loans is available from <http://studyassist.gov.au/sites/StudyAssist/HELPpayingMyFees>.

financial sponsorship, a Private Sector Organisation may wish to fund the cost of an additional Study Period to enable Students to have a longer period in-country, or they may wish to match proposed Government funding to enable increased Student participation.

Universities are encouraged to use the New Colombo Plan Internship and Mentorship Network portal to identify Private Sector Organisations that are willing to consider collaborating to establish innovative Mobility Projects.

2.6 Administration Funding

The Applicant may apply for administration funding for each Mobility Project, calculated at 10 per cent of total Student Grants sought for that project. Administration funding can be used for administration purposes associated with Mobility Project management, including but not limited to:

- arranging, negotiating and researching details of the Mobility Project;
- supervising, monitoring and evaluating Students' progress during the Mobility Project
- engaging the services of third party organisations which have relevant expertise to support Students to undertake the Mobility Project, and
- general administration costs.

The Applicant must apply for any administration funding as part of the Mobility Project application.

Administration funding cannot be provided to Students.

3 Eligibility

3.1 Australian Universities

Applications for funding will be accepted from all Australian Universities (defined as a higher education provider under the Tertiary Education Quality and Standards Agency Act 2011 in a provider category that permits the use of the word "university") and consortia of Australian Universities.

3.1.1 Consortium applications

A 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. The Australian Government encourages consortia applications, particularly where they enable Australian Universities to support student mobility to the region that would have otherwise not occurred.

Applicants must not apply for funding for the same Mobility Project(s) through individual and consortia applications.

3.2 Students

A Student participating in a Mobility Project must meet the following eligibility requirements:

- be an Australian citizen. Students cannot receive a Student Grant to undertake a Mobility Project in a Host Location in which they have dual citizenship or residency rights, or in which they have previously been a citizen or permanent resident
- be enrolled in an on-shore campus of an Australian University throughout the duration of the Mobility Project, and
- be undertaking a Bachelor Degree or Bachelor Honours Degree (as defined by the Australian Qualifications Framework³) at the commencement of their Mobility Project.

³ www.aqf.edu.au.

At least 70 per cent of Students participating in any given Mobility Project must be aged 18 to 28 inclusive at the commencement of their Mobility Project. Up to 30 per cent of Students may be over the age of 28. Students under the age of 18 cannot participate in any Mobility Project.

For example, if a Mobility Project has 15 Students, 30 per cent of Students may be over the age of 28 this would equal 4.5 students, the University can only have 4 students over the age of 28 travel with this project, the 4.5 students cannot be increased or rounded up to 5 students.

Universities cannot provide the same Student with more than one New Colombo Plan Short-term Grant and/or more than one New Colombo Plan Semester Grant (with or without an Internship Grant) during their undergraduate studies.

Universities are strongly encouraged to actively support the participation of a diverse range of Students in Mobility Projects including those with a disability, that identify as Aboriginal or Torres Strait Islander, from disadvantaged⁴ or low socio-economic (SES)⁵ backgrounds. This includes the provision of support services to members of these groups in an appropriate and culturally sensitive manner.

3.3 Mobility Projects

Mobility Projects must:

- comprise one or more activities listed at Section 2.2
- commence in accordance with the timeline at Section 4.1
- provide participating Students with academic credit or be a mandatory component of a Student's course at their Home University
- be undertaken in an eligible primary Host Location as listed at Section 3.4, and
- not include students who have commenced overseas study (as such students are not eligible to receive a Student Grant).

In some cases it may be appropriate for a Student in receipt of a Student Grant to undertake a component of their Mobility Project in a secondary, eligible Host Location where it cannot be delivered in the primary Host Location. For example:

- in the case of a Student undertaking a three-month short-term research project in one eligible Host Location (e.g. Malaysia) which includes two weeks of fieldwork in a neighbouring eligible Host Location (e.g. Singapore), or
- semester-based study in one eligible Host Location (e.g. China) with a one month Internship to be undertaken in another eligible Host Location (e.g. Hong Kong).

3.4 Host Locations

Mobility Projects may be conducted in the following 38 eligible Indo-Pacific Host Locations: Bangladesh, Bhutan, Brunei Darussalam, Cambodia, China, Cook Islands, Federated States of Micronesia, Fiji, Hong Kong SAR, India, Indonesia, Japan, Kiribati, Laos, Malaysia, Maldives, Marshall Islands, Mongolia, Myanmar, Nauru, Nepal, Niue, Pakistan, Palau, Papua New Guinea, Philippines, Republic of Korea, Samoa, Singapore, Solomon Islands, Sri Lanka, Taiwan, Thailand, Timor-Leste, Tonga, Tuvalu, Vanuatu and Vietnam.

Mobility Projects must not involve travel to a Host Location or region within a Host Location for which the Australian Government's Smartraveller travel advice recommends 'Do not travel' (see www.smartraveller.gov.au). Host Locations for which the Smartraveller travel advice recommends 'Reconsider your need to travel' are eligible for New Colombo Plan funding but Applicants should

⁴ Equity groups including but not limited to: students from regional/remote areas, Aboriginal and Torres Strait Islander students, students with disabilities or students from a non-English speaking background.

⁵ 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.

think seriously about the need to send Students to travel to that Host Location or region before deciding whether to apply.

Applicants must consider the risks of travel to all Host Locations and regions carefully before deciding whether to apply, and ensure strategies and services are in place to support Student welfare and safety (see Section 7.2 and 7.3).

3.5 Host Institutions

When a Mobility Project involves enrolled study in the Host Location, such as semester-based study, it should be undertaken at a local Host Institution.

Study is eligible at Offshore Campuses of Australian Universities, if the Home University provides confirmation that 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/regional context, and
- the Home University is continuing to explore and expand partnerships with local universities in that location.

Host Institutions should not be Offshore Campuses of a third country, unless from a New Colombo Plan Host Location.

4 Application and Selection Process

4.1 Timeline

The table below summarises key dates for the 2017 round.

Timeline	Activity
January 2016	Program Guidelines published
1 April 2016	Application round opens
11.59 PM AEST, 3 June 2016	Application round closes
June – August 2016	Applications assessed and reviewed
August 2016	Applicants notified of outcomes and funding offers made to successful Applicants. Project Schedules and invoices due 4 weeks after offers are made.
September 2016	Grants published on the Department of Foreign Affairs and Trade website (www.dfat.gov.au/about-us/grants-tenders-funding) 14 working days after the Funding Recipient has submitted the signed project schedule and invoice.

Single-term Mobility Projects	
Timeline	Activity
1 January 2017 – 30 June 2018	Students must commence their study between these dates. <i>Mobility Project information must be current in ISEO at all times. Student details must be entered on ISEO at least 3 weeks before Students depart Australia (see Section 5).</i>
30 June 2018	Completion Date. Completion reports due.

Multi-year Mobility Projects	
Timeline	Activity
First term of funding	Students must commence their study between these dates.
1 January 2017 – 30 June 2018	<i>Mobility Project information must be current in ISEO at all times. Student details must be entered on ISEO at least 3 weeks before Students depart Australia (see Section 5).</i>
30 June 2018	Completion Date for <u>First term of funding</u> . Completion reports due. <i>Funding Recipients must submit a completion report for the first term of funding before the second term of funding will be provided.</i> <i>Note the Australian Government requires <u>up to 4 weeks</u> for reviewing and accepting completion reports and approving additional funding. Funding Recipients should factor this into their timeframes.</i>
Second term of funding	Students must commence their study between these dates.
1 July 2018 – 30 June 2019	<i>Mobility Project information must be current in ISEO at all times. Confirmed Student details must be entered on ISEO at least 3 weeks before Students depart Australia (see Section 5).</i>
30 June 2019	Completion Date for <u>Second term of funding</u> . Completion reports due for Multi-year Mobility Projects. <i>Funding Recipients must submit a completion report for their second term of funding before the third term of funding will be provided.</i> <i>Note the Australian Government requires <u>up to 4 weeks</u> for reviewing completion reports and approving additional funding. Funding Recipients should factor this into their timeframes</i>
Third term of funding	Students must commence their study between these dates.
1 July 2019 – 30 June 2020	<i>Mobility Project information must be current in ISEO at all times. Confirmed Student details must be entered on ISEO at least 3 weeks before Students depart Australia (see Section 5).</i>
30 June 2020	Completion Date for <u>Third term of funding</u> . Final completion reports due.

4.2 Application Process

Applications must be lodged in ISEO (International Student Exchange Online) by 11.59 PM AEST, 3 June 2016. Refer to Section 5 for more information on ISEO.

Any applications received after the closing date will be deemed ineligible and not considered for funding.

Applicants will be required to enter the following details for each Short-term or Semester Mobility Project application:

- a) Host Location, field of study, years of funding sought (Single-term or Multi-year), whether the Mobility Project is a new or existing project, whether the Mobility Project is also being submitted for other locations in the 2017 round, the length of study and whether the application is a Consortium application
- b) a title and description of the proposed Mobility Project (including whether the project involves travel to a secondary Host Location and whether the project can be scaled up or down), Mobility Project type, qualification level, indicative travel dates and Project Partner(s)
- c) confirm that the Mobility Project will be credit-bearing or a mandatory course requirement
- d) if a Project Partner is an Offshore Campus of an Australian University, confirm that the conditions at Section 3.5 have been met
- e) provide a contact point for the Mobility Project from the Home University (the academic or mobility officer leading the Mobility Project)
- f) respond to the seven selection criteria and where relevant, additional selection criteria for Internship Grants and Multi-year Funding
- g) provide a financial breakdown of the funding sought consisting of the proposed student numbers, the value of each Student Grant sought and whether administrative funding is sought, as well as evidence of any Private Sector Organisation support (e.g. a letter or other formal documentation) and the indicative dollar figure for any Private Sector Organisation and/or internal contributions to the Mobility Project
- h) provide declarations including:
 - i. the person submitting the application has the authority to do so;
 - ii. all projects will be implemented and funding will be expended and reported in accordance with these Guidelines and the Deed for Student Mobility Programmes;
 - iii. financial support received from the Australian Government will be acknowledged in all publications, promotional materials and activities;
 - iv. the Applicant has appropriate strategies and services in place to support Student welfare and safety (see Section 7.2 and 7.3);
 - v. the Applicant intends, where possible, to include representation in the Mobility Project from diverse student groups (including but not limited to: Aboriginal and Torres Strait Islander students, students from Low Socio-Economic Status areas, students from regional /remote areas, students across the genders, female students in non-traditional fields, students with disabilities and students from non-English speaking backgrounds);
 - vi. that if and where any personal details of a third party are included in an application for funding, the third party has been made aware of, and given their permission for those details to be included in the application for funding; and
 - vii. the Applicant acknowledges that giving false or misleading information is a serious offence under the Criminal Code Act 1995 (Cth).

4.2.1 Application rankings

Applicants must rank separately their semester and short-term Mobility Project applications in order of institutional priority. University rankings will be considered in the selection process (see Section 4.4).

Applicants should be aware that ISEO will automatically rank all applications based on the order they are entered into the system. Applicants must then review and, if required, manually edit these rankings. Applications can be ranked at any time after they are created, and rankings may be changed at any time up until the round closes.

4.2.2 Further information

An application guide including detailed instructions on using the ISEO system will be made available through ISEO and on request prior to the opening of the round.

4.3 Selection Criteria

Applications will be assessed against the following selection criteria. Applicants should respond to all criteria. Note:

- very strong applications will address all selection criteria and provide justification against each applicable criterion
- applications for Mobility Projects that cannot address all selection criteria (e.g. those that do not include Internship or language components) remain eligible
- there are additional eligibility criteria for Applicants applying for Internship Grants and Multi-Year Funding.

Criterion 1

(40 per cent weighting; maximum 200 words)

To what extent will the Mobility Project:

- increase student knowledge of the Indo-Pacific and Host location?**
- increase student mobility to the Indo-Pacific and the Host location?**

Applicants should describe how the proposed Mobility Project will increase student knowledge of the Indo-Pacific region and the Host Location and increase student mobility to the region and the Host location.

Responses should include examples of how this will occur. For example increasing knowledge of the Indo-Pacific region may take place through direct learning, cultural training, engagement with local social and cultural institutions or direct engagement with local community, business or academic networks. Increasing student mobility may occur by increasing the number of students able to participate, expanding study program types or fields of study, or providing opportunities for student groups that would not otherwise have the opportunity to undertake a mobility experience.

Criterion 2

(30 per cent weighting; maximum 150 words)

Will the Mobility Project:

- support new and/or strengthened partnerships in the Indo-Pacific region?**
- be sustainable over time?**

Applicants must demonstrate how the proposed Mobility Project establishes or strengthens people-to-people and institutional relationships with the region, through the engagement of Students, universities, businesses and other stakeholders and how the relationships provide a strategic opportunity for enhanced engagement.

Responses should also outline how the partnership/s will continue and be maintained in the future, including current or planned partnership agreements. Responses should also outline any other steps being taken to ensure that the project will continue to operate in the future.

Criterion 3

(10 per cent weighting; maximum 100 words)

Will the Mobility Project promote the New Colombo Plan in Australia and the Host location?

Applicants must demonstrate how the proposed Mobility Project will be promoted in Australia and in the Host Location to build awareness of the New Colombo Plan, its objectives, and the benefits of study and Internships in the Indo-Pacific. Examples include:

- acknowledgement of the Australian Government’s funding of the Mobility Project in promotional activities in print and online university and partner marketing channels (“This Project is supported by the Australian Government’s New Colombo Plan” paired with the New Colombo Plan logo, which is available from the New Colombo Plan Secretariat)
- proactive promotion of the Project through local media, including recognition of the Australian Government funding as above (text and logo)
- promotion of the New Colombo Plan to relevant university staff and prospective participants through university internal communications and student outreach
- promotion of the benefits of offering internship experiences to New Colombo Plan students to prospective Internship and Mentorship sectors or providers.

Criterion 4
(5 per cent weighting)

Will the Mobility Project support semester-based study opportunities in the Indo-Pacific?

Applicants must advise whether their Mobility Project involves semester-based study. This criterion requires a yes/no response.

This selection criterion will be assessed as either “met” or “not met”.

Criterion 5
(5 per cent weighting)

Will in-country language training be provided to students in the Host Location? Yes/no

Applicants must advise whether their Mobility Project will incorporate a language training component in the Host Location.

If yes, Applicants will need to indicate the name of the provider and the name of the course (if known).

This selection criterion will be assessed as either “met” or “not met”.

Criterion 6
(5 per cent weighting)

Will the Mobility Project involve an Internship component?

Applicants must advise whether their Mobility Project will incorporate an Internship component in the Host Location. See the definition of Internship under Section 15.

This selection criterion will be assessed as either “met” or “not met”.

Note: Applicants should answer ‘Yes’ to this question if:

- they are seeking funding for Internships Grants, and/or
- the Mobility Project comprises or includes a short-term or semester-length Internship, clinical placement or practicum.

Criterion 7
(5 per cent weighting)

Is the Mobility Project supported by Private Sector Sponsorship?

Applicants must advise whether their Mobility Project will involve private sector in-kind and/or financial sponsorship (see Section 15). Where Applicants have Private Sector Sponsorship, evidence in the form of a letter, email or contract from the Private Sector Organisation must be provided at the time of application by uploading into ISEO.

This selection criterion will be assessed as either “met” or “not met”.

For more information see Section 2.5 of the guidelines.

Additional Selection Criterion for Internship Grant as part of a Semester-based Mobility Project (if sought)

The following criterion is only applicable if the Applicant is applying for the additional \$1,000 (per Student) Internship Grant as part of a semester-based Mobility Project (see Section 2.2.3). This is an eligibility criterion that will be assessed as either “eligible” or “ineligible”, and does not form part of the scoring process outlined in Section 4.3.

Will the Semester-based Mobility Project incorporate an Internship component? (maximum 100 words)

Applicants must describe the proposed Internship component, including information on the potential Internship host, the proposed benefits to the participants from the Internship, the proposed duration of the Internship, confirmation that the university has considered visa requirements (if applicable), and any other relevant information.

Additional Selection Criterion for Multi-Year Funding (if sought)

The following criterion is only applicable if the Applicant is applying for a Multi-year Mobility Project (see Section 2.4). This is an eligibility criterion that will be assessed as either “eligible” or “ineligible”, and does not form part of the scoring process outlined in Section 4.3.

How will Multi-Year Funding support the Applicant to deliver a long-term and sustainable increase in student mobility to the region that could not be facilitated by a Single-term Mobility Project? (maximum 100 words)

Applicants must describe how Multi-Year Funding will support their institutional strategy to increase and sustain student mobility to the Indo-Pacific region, including how the Multi-Year Funding will assist the Applicant to:

- stimulate new opportunities to scale-up and sustain ongoing student mobility
- strengthen and enhance partnership(s) with the Project Partner(s).

4.4 Assessment and Selection Process

Mobility Projects will be selected for funding through a competitive, merit-based assessment and selection process conducted jointly by the Department of Foreign Affairs and Trade and the Department of Education and Training. Funding is provided to eligible Applicants to support Mobility Projects that best represent value with public money in line with the New Colombo Plan strategic objectives.

Applications will be assessed using the following process:

1. Eligibility will be confirmed based on the requirements outlined in Section 3, and completed declarations as described in Section 4.2 (h).
2. All eligible applications will be assessed against the selection criteria outlined in Section 4.3.
3. Based on step 2 above, all eligible applications will receive a score and be deemed “highly suitable”, “suitable” or “not suitable” based on this score.

Applications will then be selected for funding, to the limit of available funding, using the following process:

1. Applications deemed “highly suitable” will be selected for funding
2. Where Multi-year Mobility Projects are rated as “highly suitable” during selection processes but fall outside the 25 per cent funding cap, the First-term of the Project can be considered alongside other Single-term Mobility Projects for 2017 (see Section 2.4).
3. Applications deemed “suitable” will be selected based on their score, with equal preference also given to:
 - a. Applicants’ own ranking of Mobility Projects
 - b. Applications that promote balance and diversity in Host Locations, fields of study, Home Universities and Multi-year Mobility Projects.

The Australian Government reserves the right to offer partial funding to selected applications.

A final list of Mobility Projects recommended for funding will be provided to the Program Delegates for final approval.

The Minister for Foreign Affairs and the Minister for Tourism and International Education will be advised of the outcome prior to funding offers being made.

4.4.1 Merit list

The above process will be used to determine a merit list of unfunded applications. This merit list may be used should additional funds become available.

4.5 Acceptance Process

The Department of Education and Training will advise International Liaison Officers (ILOs) of the outcomes of successful Application(s) with a letter of offer through ISEO. Applicants must accept or decline offers through ISEO before the date specified in the letter.

Once an offer has been made it is final and the Australian Government will not enter into negotiations about the nature of a funding offer.

After an offer is accepted, applications to vary a Mobility Project will only be considered under limited circumstances. For further information Applicants should refer to Section 6.3, or the Student Mobility variations document on ISEO.

Where a Mobility Project cannot go ahead and cannot be varied, the Australian Government will withdraw a funding offer or request that Program Funding be returned.

5 ISEO

Applicants will apply for funding and accept or decline funding offers through ISEO.

Applicants can nominate multiple people to have access to ISEO; however the nominated ILO is the only person who can submit an Application in ISEO.

Once funding has been offered, a Funding Recipient will use ISEO to input Student details, vary Mobility Projects where necessary, and acquit Mobility Projects.

Funding Recipients must ensure the following information is always current in ISEO:

- Name of Mobility Project
- Institution Code (E306)
- Start and end travel dates
- Host Location(s)
- Student numbers
- Project Partner(s)
- Home University contact point for the Mobility Project (name, position, email, phone number)

- Internship/Mentorship details (if applicable).

Where this information has changed from the application stage, the Funding Recipient must submit a project variation in ISEO. Funding Recipients must ensure that all details are confirmed in ISEO at least three weeks before the Mobility Project commences.

Funding Recipients must enter the following information into the Student Details Report within ISEO at least three weeks before the Mobility Project commences:

Student Details including:

- Student Identification Codes (E313)
- Title, First name and Family name
- Gender
- Date of birth
- City of residence
- Email
- Phone
- Destination phone.

Travel Details including:

- Location
- Destination city
- Field of study
- Qualification level
- Start date
- End date
- Project Partners
- Australian University project contact name
- Australian University project contact phone
- Type of Mobility Project.

Funding Recipients must indicate that all Students have consented to their information being shared with the Australian Government and other bodies in Australia and overseas (see Section 9).

This information is essential for the administration and implementation of the New Colombo Plan, including for promotion and performance monitoring, and the inclusion of Students in the Australian Government Alumni Network and the New Colombo Plan alumni network and other related functions and events held in Australia and overseas. Where information is not provided, universities and students may miss out on these opportunities.

6 Funding Agreement

6.1 Entering into a Funding Agreement

Funding Recipients will be required to enter into Deed for Student Mobility Programmes (Deed). If a Funding Recipient does not currently have a Deed under which this funding may be provided, then a Deed will need to be entered into.

Funding Recipients will also be required to enter into an agreement for each Mobility Project. In order to conclude an agreement for a Mobility Project, a Project Schedule (as defined in the Deed) will need to be agreed between the parties (according to the terms of the Deed).

The agreement for a Mobility Project 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 agreement and the Guidelines, the agreement will prevail.

If a Mobility Project commences before the Project Schedule is executed, the Australian Government will not be liable for any expenditure incurred before the date of execution.

6.2 Management of Underperformance

In the case of underperformance against the requirements of an agreement for a Mobility Project, the Australian Government may take remedial action including:

- consultation and negotiation with the Funding Recipient
- referral to proper authorities for investigation of improper use of Program Funds.

6.3 Variations to Mobility Projects

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

- is consistent with the New Colombo Plan Mobility Program's strategic objectives and these Guidelines
- is as close as is reasonable to the originally approved and funded Mobility Project as set out in the application and Project Schedule, and
- is otherwise consistent with the requirements regarding use of Australian Government funding including the Commonwealth Grants Guidelines and Rules, the *Public Governance, Performance and Accountability Act 2013* and any other relevant governing policies for the disbursement of Australian Government grants funding.

Funding Recipients considering a variation to the funding agreement should first consider the information provided in the New Colombo Plan Mobility Program Variations Guide available on ISEO.

Variation requests that the Australian Government considers to be a new project proposal will not be approved.

6.4 Funding Acquittal Requirements

All Mobility Projects are required to be acquitted through the submission of a completion report in ISEO by the relevant acquittal date. A completion report for each Mobility Project must include:

- confirmation of the number of Students who participated in the Mobility Project and the final amount of funding allocated to Student Grants
- the final amount of administration funding used
- a summary of key achievements, major outcomes and highlights (up to 150 words), and
- a list of publicity materials used to promote the Mobility Project and the New Colombo Plan.

Funding Recipients may also provide any feedback they have received formally or informally about the Mobility Project, including from participants.

Once the completion report has been accepted by the Department of Education and Training, Funding Recipients are required to submit a statutory declaration to the Department of Education and Training indicating that all funding has been spent in accordance with the funding agreement, and, if applicable, any unspent funds have been refunded to the Department of Education and Training.

A Funding Recipient may request an extension of the Completion Date at the discretion of the Department of Education and Training.

6.5 Funding Acquittal Requirements for Multi-year Mobility Projects

Multi-year Mobility Projects must submit a separate completion report for each term of funding offered, including a statutory declaration. The Department of Education and Training will not make payments for the second or third term of a Mobility Project until the completion report and student details from the previous term have been received.

Where a Funding Recipient does not use at least 80 per cent of the total Student Grant funding offered in a particular year and a variation is not approved, the Australian Government reserves the

right to withhold funding in the following year, offset the unspent amount against the following year funding allocation or request a refund.

Where a Funding Recipient has used 80 per cent or more of the total Student Grant funding offered in a particular year, the Funding Recipient may be given the opportunity to rollover the remaining unspent funding (20 per cent) into the following year of the Multi-year project rather than returning the unspent funding to the Department. A variation will be required.

7 Roles and Responsibilities

7.1 Australian Government

The Department of Foreign Affairs and Trade and the Department of Education and Training administer the New Colombo Plan Mobility Program together.

The Department of Foreign Affairs and Trade is responsible for the strategic leadership and setting the policy direction for the New Colombo Plan. The Department of Foreign Affairs and Trade manages the New Colombo Plan budget and matters related to business liaison, Internships, Mentorships, public diplomacy and alumni.

The Department of Education and Training coordinates application processes and administration of online systems, and is the first point of contact for Australian University International Liaison Officers on administrative matters, including eligibility for the Program, applications and funding arrangements.

The Department of Foreign Affairs and Trade and the Department of Education and Training jointly manage program guidelines and selection processes, and review direction and implementation of the Program. Departmental officers involved in selection processes have commensurate skills and experience to assess applications and are required to complete a declaration to cover issues associated with Conflicts of Interest.

Neither the Department of Foreign Affairs and Trade nor the Department of Education and Training arrange Internships or study programs, including accommodation in the Host Location, or direct universities, Host Institutions, Host Organisations, or Students about the manner in which work placements and study programs are carried out. Such matters are for universities, Host Institutions, Host Organisations and Students to determine.

Section 13 provides contact details for the Department of Foreign Affairs and Trade and the Department of Education and Training.

7.2 Australian Universities

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 Student's 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.

Responsibility for Student welfare and safety rests with the Applicant. The Applicant must:

- read the relevant travel advice on the Smartraveller website (www.smartraveller.gov.au) and have considered the risk of travel to the intended Host Location and regions within the Host Location carefully before deciding to apply
- ensure that staff and Students participating in the Mobility Project register on the Smartraveller website (www.smartraveller.gov.au) and subscribe to relevant travel advisories on that website prior to commencement of their overseas travel
- ensure that staff and Students participating in the Mobility Project do not go to a country or region where the Smartraveller travel advice advises "Do not travel"
- ensure that adequate safety precautions have been investigated

- ensure that travel insurance has been provided or Students will be supported to seek their own insurance
- ensure that adequate support is in place at the Host Institution and/or Organisation and Home University
- arrange pre-departure briefings and induction programs as appropriate
- put critical incident plans in place prior to the commencement of the overseas study.

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

Applicants must disclose any Conflict of Interest in relation to any application in writing to student.mobility@education.gov.au at the time of submitting the application or when the Conflict of Interest arises or is likely to arise. The Applicant must take steps as the Department of Foreign Affairs and Trade and Department of Education and Training reasonably require to resolve or otherwise deal with that Conflict of Interest. Obligations for the management of Conflicts of Interest by Funding Recipients are set out in the Deed for Student Mobility Programmes.

It is the Funding Recipients (i.e. the Australian University's) responsibility to ensure that all Student details are entered into ISEO at least 3 weeks before the Student departs Australia (see Section 5).

To assist with Program promotion, monitoring and evaluation, the New Colombo Plan Secretariat may, from time to time, seek supplementary information from universities on Mobility Projects. As such, Funding Recipients should retain photographs, newspaper clippings, video clips and/or web links documenting the Mobility Project that can be provided on request. Funding Recipients are also encouraged to send such materials to the Department of Foreign Affairs and Trade (ncp.secretariat@dfat.gov.au) at any time. Funding Recipients must seek Student consent before providing any images to the Australian Government.

7.3 Students

Funding Recipients should advise Students receiving Student Grants to make their own independent inquiries about the risks involved in overseas travel and to the Host Location, and to be fully informed about the risks at all times. This includes reading the Smartraveller website (www.smartraveller.gov.au) operated by the Department of Foreign Affairs and Trade for information about risks overseas and how they can prepare for overseas travel.

Students must register with the Smartraveller website and subscribe to relevant travel advisories on the Smartraveller website prior to commencement of their Mobility Project.

8 Complaints and Feedback

There may be a number of reasons why an application is not successful. Please see the Program website <http://dfat.gov.au/people-to-people/new-colombo-plan/mobility-program/Pages/mobility-program.aspx> at the conclusion of the round for the most common reasons why applications were not successful.

Feedback, inquires and complaints in relation to the processing and selection of applications should be sent to student.mobility@education.gov.au.

Appeals against selection decisions will not be considered.

If an Applicant is dissatisfied with the administration of the Program, concerns may be raised with the Commonwealth Ombudsman. The Ombudsman will generally prefer that the Departments be given an opportunity to deal with the complaint in the first instance.

The Commonwealth Ombudsman may be contacted by telephone on 1300 362 072, email at ombudsman@ombudsman.gov.au or by post at:

The Commonwealth Ombudsman
GPO Box 442
CANBERRA
ACT 2601

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.

9 Disclosure of Information

The use and disclosure of information provided to the Department of Foreign Affairs and Trade and the Department of Education and Training by universities 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.

9.1 Information to be Announced

The Department of Foreign Affairs and Trade and the Department of Education and Training 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, and
- the amount of funding awarded.

9.2 Privacy

The Department of Foreign Affairs and Trade and the Department of Education and Training 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 Foreign Affairs and Trade and the Department of Education and Training will not be able to adequately manage the Program. Personal Information provided to the Department of Foreign Affairs and Trade and the Department of Education and Training 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
- promoting the New Colombo Plan, including in promotional material, information and publications in hardcopy and/or on the internet, and
- including Students in the New Colombo Plan alumni network and New Colombo Plan and related functions and events held in Australia and overseas.

The Department of Foreign Affairs and Trade and the Department of Education and Training 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 Foreign Affairs and Trade and the Department of Education and Training
- 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)
- media representatives, and
- in publicly available promotional material, information and publications in hardcopy and/or on the internet.

The Department of Foreign Affairs and Trade and the Department of Education and Training will not otherwise use or disclose the Personal Information for a purpose other than that identified in these Guidelines, except as allowed under Australian law.

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 and Training – www.education.gov.au/privacy or contact privacy@education.gov.au
- Department of Foreign Affairs and Trade – www.dfat.gov.au/privacy.html or contact privacy@dfat.gov.au

10 Confidentiality

10.1 Identification of Confidential Information

Information which satisfies the four criteria listed below will be treated by the Australian Government 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 Australian Government 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.

10.2 Use of Confidential Information

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

The Confidential Information will be disclosed to Australian Government 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 Foreign Affairs and Trade and the Department of Education and Training 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 Australian Government for audit-related purposes

- other Australian Government agencies for law enforcement purposes, where the disclosure will serve the Australian Government's legitimate interests and, if necessary, to substantiate an Applicant's claims, or
- a technical, financial, economic and/or industry expert (including auditors) from whom the Department of Foreign Affairs and Trade or the Department of Education and Training wishes to seek advice.

Confidential Information may also be disclosed if the Australian Government 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 Australian Government. Personal Information will be handled in accordance with the Australian Privacy Principles contained in the Privacy Act.

11 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, to the Department of Foreign Affairs and Trade. As required, the Department of Foreign Affairs and Trade will consult the Department of Education and Training on FOI requests.

12 Program Evaluation

Program evaluation is an ongoing activity within the Australian Government. As such, the Department of Foreign Affairs and Trade and the Department of Education and Training may use any information it collects as part of the funding agreements for performance monitoring and management of the New Colombo Plan. Information will also be used to create testimonials for promotion material.

Program stakeholders may be asked to participate in the evaluation of the Program, including Applicants, Corporate Partners and Students.

13 Further Information

If you require further information on Program administrative matters, including eligibility for the Program, applications and funding arrangements please contact the Department of Education and Training at student.mobility@education.gov.au.

For other matters, including business liaison, Internships, Mentorships, public diplomacy and alumni, the Department of Foreign Affairs and Trade can be contacted through ncp.secretariat@dfat.gov.au.

14 Legislative Authority

The arrangement under which public money is, or may become payable by the Australian Government for the Program can be found in the *Financial Framework (Supplementary Powers) Regulations 1997* (Cth) (Schedule 1AB, Part 4, Item 9).

15 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 higher education provider under the Tertiary Education Quality and Standards Agency Act 2011 in a provider category that permits the use of the word “university”.

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

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

Completion Date The date by which all reporting activities for the Project must be completed.

Confidential Information is information which satisfies the four criteria listed at Section 10.1 and 10.2 of these Guidelines or is designated by the Australian Government 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.

Conflict of Interest refers to real, apparent or potential private or personal associations or interests (financial or non-financial) which improperly influence, or may improperly influence, an Applicant’s performance of their roles and responsibilities in relation to the New Colombo Plan.

Consortium means a group of Australian Universities only.

Deed for Student Mobility Programmes means an agreement between the Australian Government and an Australian University detailing the terms and conditions under which funding may be offered under this Program.

Funding Recipient means a successful Applicant.

ISEO refers to the Department of Education and Training’s online system for managing the New Colombo Plan Mobility Program applications.

Home University means the Australian University in which the Student is enrolled throughout the duration of the Mobility Project 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.

Host Institution means a university or other education provider where the Students are enrolled for study in the Host Location.

Host Organisation means any other organisation that may host Students for work, training, study or research in the Host Location.

Internship means a paid or unpaid professional work experience in which a Student has intentional learning goals relevant to their academic qualification and professional development. Internships offer Students the chance to test their skills in real-life situations, gain an insight into an organisation and career path, and build professional networks. Internships can include clinical placements or practicums.

Internship Grant means a Student Grant as described in Section 2.2.3.

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 in Host Locations for which Applicants seek funding, and in which Students participation is enabled by Student Grants. Mobility Projects 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.

Multi-year Mobility Projects are Mobility Projects that meet an additional criterion and are approved to run for up to two additional years beyond the Single-term Mobility Project Completion Date of 30 June 2017 (i.e. between 1 January 2017 and 30 June 2020).

Multi-Year Funding is funding for Multi-year Mobility Projects.

Offshore Campus of an Australian university refers to an Australian University that has a branch campus and/or operates under the same entity name, in a location other than Australia.

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

Private Sector Organisation includes Australian, global and local commercial enterprises (businesses) and non-profit organisations, ranging from those in the informal sector to large multinational organisations, which are not owned by or under the direct control of a government. This does not include Host universities.

Private Sector Sponsorship is a business relationship between a provider of funds (Private Sector Organisation) and an organisation (Home University/Universities) where there is reciprocal exchange of benefits between both parties. In effect, in providing sponsorship a party (Private Sector Organisation) is purchasing the right to associate their name, products or services with another party's service, product or activity (a Home University's New Colombo Plan Mobility Project). Sponsorship can be received as cash or 'in-kind'. In-kind sponsorship involves a non-monetary benefit which could include labour, services or a gift or a product.

Program means the New Colombo Plan Mobility Program.

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

Program Implementation Group is the group of government 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 Australian Government for the Program in any given financial year.

Project Partner means the Host Institution(s), Host Organisation(s), and/or any other overseas or Australian partner organisation(s) involved in the delivery of a Mobility Project

Semester Grant means a Student Grant as described in Section 2.2.2.

Short-term Grant means a Student Grant as described in Section 2.2.1.

Single-term Mobility Projects are Mobility Projects that are approved to run for one funding period (i.e. between 1 January 2017 and 30 June 2018).

Student means a student enrolled in an undergraduate course of study at a Home University throughout the duration of the Mobility Project and is the beneficiary of a Student Grant from a Funding Recipient.

Student Grant means a Short-term Grant, Semester Grant or Internship Grant, which is awarded to a Student for participating in a Mobility Project.

Study Period means a period of study for which the Home University will attract credit equivalent to at least 0.33 Equivalent Full-time Standard Load (EFTSL), as defined under the *Higher Education Support Act 2003*. This is a threshold requirement, and the Home Institution is free to apply a higher credit equivalent at its own discretion.⁶

⁶ For further information on determining EFTSL, please refer to the Department of Education and Training's Higher Education Administrative Information for Providers policy document at <https://docs.education.gov.au/documents/higher-education-providers-administrative-information-providers-aip>

Attachment A – Sample of Deed for Student Mobility Programmes

SAMPLE



Australian Government
Department of Education and Training

Deed for Student Mobility Programmes

between the

COMMONWEALTH OF AUSTRALIA

as represented by the

Australian Government Department of Education and Training

and

[Funding Recipient name]

regarding

**Student Mobility Programmes
offered from rounds 2016 – 2020**

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Parties

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

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

AND

[Funding Recipient name] [ABN], ('You', 'Your' or 'Yourself')

Background

- A. 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.
- B. The Department provides support for student mobility to eligible Australian education providers through a suite of international mobility programmes administered by the Department. These include:
 - (a) Endeavour Mobility Grants programmes. Endeavour Mobility Grants involves grants provided to eligible Australian higher education and vocational education and training providers which in turn provide grants to Australian students to undertake mobility projects globally. The Funding Rounds for Endeavour Mobility Grants are anticipated to open once per calendar year, with funding being available to support mobility projects commencing in the following calendar year. The mobility programmes that provide Endeavour Mobility Grants comprise the following:
 - (i) International Student Exchange Programme;
 - (ii) Endeavour Cheung Kong Student Exchange Programme;
 - (iii) Study Overseas Short-term Mobility Programme;
 - (iv) Asia Postgraduate Programme;
 - (v) Vocational Education and Training Outbound Mobility Programme; and
 - (vi) Asia Vocational Education and Training Programme.
 - (b) New Colombo Plan Mobility Programme, involving grants provided to eligible Australian universities which in turn provide grants to Australian undergraduate students to undertake mobility projects in specified host locations. The Funding Rounds for the New Colombo Plan Mobility Programme are anticipated to open once per calendar year, with funding being available to support mobility projects commencing in the following calendar year, and
 - (c) Any other student mobility programme notified by Us to You in accordance with clause 1.4 below.
- C. You are committed to helping achieve the goals of the Department's student mobility programmes and You may, from time to time, apply for funding from Us to undertake a Project according to this Deed.
- D. You agree to accept any Funding, that may be provided to You by Us to undertake a Project, on the terms and conditions set out in an Agreement (which is entered into according to this Deed).

Agreed Terms

1. 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 for a Project formed pursuant to clause 3 of this Deed;

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

'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;

'Australian Privacy Principle' has the meaning given in section 14 of the Privacy Act;

'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 or which is derived from that Material, including the Material (if any) specified in an Agreement as 'Commonwealth Material' (but does not include Reporting Material or Project Material);

'Commonwealth Purposes' does not include commercialisation or the provision of the Material to a third party for its commercial use.

'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 K of Schedule 1;

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

'Deed' means this Deed for Student Mobility Programmes;

'Department' includes any department or agency of the Commonwealth of Australia which is from time to time responsible for the administration of this Deed, which, at the Date of this Deed, is the Australian Government Department of Education and Training;

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

'Existing Material' means Material developed independently of an Agreement that is incorporated in or supplied as part of the Reporting Material;

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

'Funding Round' refers to one of a series of annual instances in which We invite Applicants to submit applications for funding of student mobility projects under a student mobility programme. In each Funding Round, We evaluate and select applications for funding, and offer funding towards successful applications;

'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 programme guidelines described in an Agreement or as otherwise notified by Us to You from time to time, as amended from time to time by Us;

'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;

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

'ISEO System' or **'ISEO'** is the International Student Exchange Online System. ISEO 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.education.gov.au> 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 an Agreement, and includes the provision of Reporting Material;

'Project End Date', in relation to a Project, means:

- (a) the date specified as the 'Project End Date' in an Agreement; 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;

'Project Material' means any Material, other than Reporting Material, created or developed by You as a result of a Project;

'Project Schedule' means a document substantially in the form of Schedule 2, which when completed and signed by the parties in accordance with clause 3 of this Deed, will form part of the Agreement in relation to a Project (refer clause 3.8 of this Deed);

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

'Reporting Material' means all 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 any related 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 To the extent of any inconsistency between two or more documents which form part of this Deed, those documents will be interpreted in the following descending order of priority (unless the contrary intention is expressly stated):
- (a) clauses 1 – 23 of this Deed;
 - (b) the Schedules to the Deed; and
 - (c) documents incorporated by reference in this Deed.
- 1.4 The student mobility programmes 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 programme 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 You that an existing student mobility programme is no longer supported by Us, and that You may no longer apply for funding from Us in relation to that programme.

2. Term

- 2.1 This Deed commences on either:
- (a) 1 August 2015; or
 - (b) where the Date of this Deed is later than the date specified in clause 2.1(a), this Deed will commence on the Date of this Deed.

2.2 **Subject to this Deed, this Deed will continue in force until 1 August 2020.**

2.3 The Department may unilaterally extend the term of this Deed for an additional period of one year, on the terms and conditions in effect at that point in time, by giving You written notice at least 30 calendar days before 1 August 2020.

3. Formation of Agreements

3.1 During an open Funding Round You may submit an application to Us through the ISEO System for funding of a student mobility project or project(s). At all times You agree to access and use the ISEO system in accordance with the ISEO Conditions of Use.

3.2 Each application for funding of a student mobility project 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.

3.3 You authorise the personnel identified by You as the ILO and AILO through the ISEO System to access and use the ISEO System on Your behalf, pursuant to the ISEO Conditions of Use.

3.4 If We decide in Our absolute discretion that Your application for funding for a student mobility project is successful and We wish to grant You funding for the Project, 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, the Funding and any additional conditions upon which the Funding is offered.

3.5 You may apply for funding for multiple student mobility projects relating to a student mobility programme or different student mobility programmes 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.

3.6 You must print and sign a copy of the Project Schedule, and return it to Us through the ISEO System within 15 Business Days to be executed by Us.

3.7 Upon Our execution of a Project Schedule submitted by You, an Agreement will be formed between Us and You in respect of the Project described in the Project Schedule.

3.8 We will provide You as soon as practicable with the Project Schedule which has been executed by Us.

3.9 Each Project Schedule executed in accordance with this clause 3 will give rise to a separate Agreement. The terms and conditions of an Agreement will comprise:

- (a) the terms and conditions specified in a signed Project Schedule;
- (b) sub-clauses 1.1 and 1.2 and clauses 5 - 22 of this Deed;
- (c) the terms and conditions specified in Schedule 1 to this Deed; and
- (d) any variation to this Deed or the Project Schedule, mutually executed by the parties.

3.10 To the extent of any inconsistency between two or more documents which form part of an Agreement, those documents will be interpreted in the following descending order of priority:

- (e) the Project Schedule (as varied from time to time);
- (f) this Deed (as varied from time to time);
- (g) the attachments to the Project Schedule; and
- (h) any other document referred to in the Project Schedule.

3.11 You acknowledge that:

- (a) 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
- (b) We make no guarantee or representation about the specific funding We may offer under a Funding Round, nor about the level of funding (if any) We may in Our absolute discretion make available for any particular programme(s), in total or during a particular Funding Round.

4. Funding under Agreements

- 4.1 The total amount of Funding paid to You may comprise certain amounts for each Project as specified in the relevant Agreement. You must spend each specified amount only for the Project to which it relates and in accordance with the relevant Agreement.
- 4.2 Without limiting Our rights, We may withhold or suspend any payment in whole or in part if:
 - (i) We reasonably believe You have not performed Your obligations under this Deed or an Agreement; or,
 - (j) 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 or an Agreement, unless We agree otherwise in writing.

5. Subcontracting

- 5.1 You must not, without Our prior written approval, subcontract the performance of any obligations under an Agreement. In giving approval, We may impose terms and conditions as We think fit.
- 5.2 If We give our approval according to clause 5.1 in relation to an Agreement, You remain fully responsible for the performance of Your obligations under the Agreement at all times, including in relation to any tasks undertaken by subcontractors.
- 5.3 You must ensure that any subcontract entered into for the purposes of an Agreement is consistent with Your obligations under the Agreement.

6. Assignment and Novation

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

7. Commonwealth, Project and Reporting Material

Commonwealth Material

- 7.1 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 or an Agreement.
- 7.2 You must keep safely and maintain Commonwealth Material You have been given for the purposes of this Deed or an Agreement.
- 7.3 You must retain all Commonwealth Material remaining in Your possession for 7 years after the end of this Deed, unless otherwise specified in the Agreement.

Project and Reporting Material

- 7.4 You own the Intellectual Property Rights in Material created undertaking a Project.
- 7.5 You give the Commonwealth a non-exclusive, irrevocable, royalty-free licence to use, reproduce, publish and adapt Project Material and Reporting Material for Commonwealth Purposes.
- 7.6 This Agreement does not affect the ownership of Intellectual Property Rights in Existing Material.

8. Confidential Information

- 8.1 Subject to sub-clause 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.
- 8.2 In giving written approval to disclosure, a party may impose conditions as it thinks fit, and the other party must agree to comply with the conditions.
- 8.3 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 or an Agreement to give written undertakings, in a form required by Us, relating to the non-disclosure of Our Confidential Information.

- 8.4 If You receive a request under sub-clause 8.3, You must promptly arrange for all undertakings to be given.
- 8.5 The obligations on the parties under this clause 8 will not be breached if Confidential Information is:
- (c) disclosed by Us or You to the responsible Australian Government Minister;
 - (d) disclosed by Us, in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
 - (e) authorised or required by law or public accountability requirements, to be disclosed; or
 - (f) in the public domain otherwise than due to a breach of this clause 8.

9. Indemnity

- 9.1 You agree to indemnify Us against any:
- (a) loss or liability incurred by Us;
 - (b) loss of or damage to Our property; or
 - (k) 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 this Deed or an 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 or an Agreement;
 - (iii) any use or disclosure by You, Your officers, employees, agents, subcontractors of Personal Information held or controlled in connection with this Deed or an Agreement; or
 - (iv) the use by Us of the Reporting Material, including any claims by third parties about the ownership or right to use Intellectual Property Rights (including moral rights) in Reporting Material.
- 9.2 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.
- 9.3 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.
- 9.4 In this clause 9, “fault” means any negligent or unlawful act or omission or wilful misconduct.

10. Conflict of Interest

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

- 10.3 If You fail to notify Us under this clause 10, or are unable or unwilling to resolve or deal with the Conflict as required, We may terminate this Deed or relevant Agreement under clause 14.

11. Negation of Employment, Partnership and Agency

- 11.1 You will not, by virtue of this Deed or an Agreement, be or for any purpose be deemed to be Our employees, partners or agents.
- 11.2 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.

12. Dispute Resolution

- 12.1 Subject to clause 12.4 the parties agree not to commence any legal proceedings in respect of any dispute arising under this Deed or an Agreement that cannot be resolved by informal discussion, until the procedure provided by this clause 12 has been used.
- 12.2 The parties agree that any dispute arising during the course of this Deed or an Agreement is to be dealt with as follows:
- (j) the party claiming that there is a dispute will send the other party a written notice setting out the nature of the dispute; and
 - (k) the parties will try to resolve the dispute through direct negotiation by persons to whom they have given authority to resolve the dispute.
- 12.3 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:
- (l) there is no resolution of the dispute;
 - (m) there is no agreement on submission of the dispute to mediation or some alternative dispute resolution procedure; or
 - (n) 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.
- 12.4 This clause 12 does not apply if:
- (o) either party commences legal proceedings for urgent interlocutory relief;
 - (p) action is taken by Us under clauses 13 or 14; or
 - (q) an authority of the Commonwealth, a State or Territory is investigating a breach or suspected breach of the law by You.

13. Termination On Notice

- 13.1 We may, at any time, by written notice to You, terminate or reduce the scope of this Deed or an Agreement (without prejudice to any accrued rights or remedies of either party).
- 13.2 Upon receipt of a notice of termination or reduction in scope You must:
- (r) stop the performance of Your obligations as specified in the notice and comply with any other directions or requests included in the notice; and
 - (s) take all available steps to minimise loss resulting from that termination.
- 13.3 In the event of termination under this clause of an Agreement, the Commonwealth will be liable only to:

- (a) pay any part of the Funding due and owing to You under the Agreement at the date of the notice; and
- (b) reimburse any reasonable expenses You have unavoidably incurred that relate directly to the termination of the Agreement and are not covered by clause 13.3(a).

13.4 The Commonwealth's liability to pay any amount under this clause is subject to:

- (a) Your compliance with the relevant Agreement; and
- (b) the total amount of the Funding under the Agreement.

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

14. Termination For Default

14.1 We may terminate an Agreement by notice to You where We reasonably believe You:

- (t) have breached the Agreement and the breach cannot be rectified;
- (u) have breached the Agreement, and You do not rectify the breach within 10 Business Days after receiving a notice in writing from Us to do so;
- (v) have provided false or misleading statements in Your application for Funding relating to the Agreement;
- (w) are unable to pay all Your debts when they become due;
- (x) are an incorporated body, and:
 - (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
- (y) have ceased to carry on a business relevant to the performance of the Agreement; or
- (z) have had a Change in Control that adversely affects Your ability to perform the Agreement.

14.2 We may terminate this Deed by notice to You if We become entitled to terminate an Agreement entered into under this Deed.

15. Entire Agreement, Variation and Severance

- 15.1 This Deed and each Agreement records the entire agreement between the parties in relation to the subject matter of those documents.
- 15.2 Except for action We are expressly authorised to take elsewhere in this Deed or an Agreement, no variation of this Deed or an Agreement is binding unless it is agreed in writing and signed by the parties.
- 15.3 If a court or tribunal says any provision of this Deed or an Agreement 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.

16. Applicable Law and Jurisdiction

- 16.1 This Deed and an Agreement are governed by the laws for the time being in force in the Australian Capital Territory and the parties agree to submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

17. Compliance With Laws and Our Policies

- 17.1 You must, in carrying out Your obligations under this Deed or an Agreement, comply with:
- (aa) all relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory or local authority; and
 - (bb) any Commonwealth policies notified by Us to You in writing.

18. Protection of Personal Information

- 18.1 When dealing with Personal Information for the purposes of this Deed or an Agreement, you agree:
- (cc) not to do anything which, if done by the Commonwealth, would be a breach of the requirements of Division 2 of Part III of the Privacy Act; and
 - (dd) to comply with any of our directions, guidelines, determinations or recommendations, to the extent that they are consistent with your obligations referred to in clause 18.1(a).
- 18.2 If you become aware of any breach or possible breach of this clause 18, you must notify us immediately.
- 18.3 You acknowledge that We may disclose or publish details about an Agreement or a Project. The details may include (but are not limited to) Your name, the Funding amount for the Agreement and/or the Project and the location where the Project is being delivered or performed.
- 18.4 You must obtain any Subcontractor's express consent for the disclosure to Us of the Subcontractor's identity (and their Personal Information, if the Subcontractor is an individual). The consent obtained must extend to allowing Us to disclose for reporting purposes the Subcontractor's identity and the existence and nature of the Subcontract.

19. Freedom of Information Requests

- 19.1 In this clause 19:
- (a) 'FOI Act' means the *Freedom of Information Act 1982* (Cth); and
 - (b) 'document' and 'Commonwealth contract' have the same meaning as in the FOI Act.
- 19.2 This clause 19 applies to the extent that an Agreement is a Commonwealth contract.
- 19.3 Where We have received a request for access to a document created by You or a Subcontractor, or in Your possession or that of Your Subcontractor, which relates to the performance of an Agreement (and not to the entry into an Agreement), We may at any time by

written notice require You to provide the document to Us and You must, at no additional cost to Us, promptly comply with the notice.

19.4 You must include provisions in all of your Subcontracts that will enable you to comply with your obligations under this clause 19.

20. Insurance

20.1 You agree to maintain adequate insurance for the duration of an Agreement and provide Us with proof when requested.

21. Notices

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

(ee) if given by You:

(v) marked for the attention of the Contact Officer; and

(vi) hand delivered or sent by pre-paid post or Electronic Communication to the address specified for the Contact Officer in Item M of Schedule 1; or

(ff) if given by Us:

(vii) marked for the attention of the person identified by You through ISEO as the International Liaison Officer; and

(viii) 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 sub-clause 20.1 is taken to be received:

(gg) if hand delivered, on delivery;

(hh) if sent by pre-paid post, 5 Business Days after the date of posting; or

(ii) 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 or an Agreement, 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 or an Agreement:

must be in writing signed by the party entitled to the benefit of that provision or right; and

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, an Agreement or at law.

23. Survival of Deed 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 7, 8, 9, 18 and 19.

THIS DEED FOR STUDENT MOBILITY PROGRAMMES is made on the day
of
..... 2015

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 Australian Government
Department of Education and
Training
(ABN: 12 862 898 150)

by:

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

.....
Branch Manager
International Mobility Branch
International Group

in the presence of:

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

SIGNED, SEALED AND DELIVERED
for and on behalf of the Funding
Recipient 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 for Student Mobility Programmes – Conditions of Funding

A. Undertaking the Project

A.1 You must carry out a Project:

- (jj) in the manner specified in the Agreement for the Project;
- (kk) within the timeframe specified in the Agreement for the Project; and
- (ll) in accordance with the Agreement for the Project, diligently, effectively and to a high professional standard.

SAMPLE

B. Payment of Funding

- B.1 We agree to pay the Funding for a Project to You in accordance with the relevant Agreement.
- B.2 We may by notice to You withhold payment of any amount of the Funding for a Project where We reasonably believe You have not complied with the Agreement for the Project or You are unable to undertake the Project in accordance with the Agreement.
- B.3 A notice under clause B.2 will contain the reasons for any payment being withheld and the steps You can take to address those reasons.
- B.4 We will pay the withheld amount once You have satisfactorily addressed the reasons contained in a notice under clause B.2.
- B.5 To be correctly rendered, an invoice provided to Us must include the following information:
- (a) where applicable, the words “tax invoice” stated prominently;
 - (b) Your name and ABN;
 - (c) the Department of Education and Training as the recipient;
 - (d) the date of issue of the invoice;
 - (e) the title of the Agreement and the agreement number (if any) or date of execution of the Agreement;
 - (f) the name of the Project and the Funding Round of the student mobility programme to which the invoice relates;
 - (g) the total amount payable (including, where applicable, GST);
 - (h) where applicable, the GST amount shown separately; and
 - (i) the nominated bank account details for payment of the invoice by electronic funds transfer.
- B.6 An invoice is not correctly rendered where:
- (a) it includes an amount that is not properly payable under the Agreement or is incorrectly calculated; or
 - (b) it relates to a payment in relation to which We have exercised our rights under clause B.2 (Schedule 1) or clause 4.2 of this Deed.

C. Taxes, duties and government charges

- C.1 Subject to this clause C, You must pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of the Agreement.
- C.2 In this clause C, words and expressions which are not defined in the Agreement but which have a defined meaning in the GST Act have the same meaning as in the GST Act.
- C.3 Unless otherwise expressly stated, all sums payable and consideration to be provided under the Agreement are exclusive of GST.
- C.4 If GST is payable by a supplier on any supply made under the Agreement, the recipient of the supply will pay to the supplier an amount equal to the GST payable on the supply, in addition to and at the same time that the consideration for the supply is to be provided under the Agreement.

- C.5 (a) Except where sub-clause C.5(b) applies:
- i. the supplier must deliver a tax invoice or an adjustment note to the recipient of the supply before the supplier is entitled to payment of an amount under clause C.4; and
 - ii. the recipient of the supply can withhold payment of the amount payable under clause C.4 until the supplier provides a tax invoice or an adjustment note as appropriate.
- (b) If GST is imposed on any supply made by You to Us under the Agreement in return for all or any part of the Funding, We may issue a 'recipient created tax invoice' to You for the supply in question (and an adjustment note for any adjustment event in respect of that supply) and You must not issue a tax invoice (or adjustment note) for or in respect of the supply. Each party warrants that it is GST registered and agrees that it will promptly notify the other party if it ceases to be GST registered.
- C.6 If an adjustment event arises in respect of a taxable supply made by a supplier under the Agreement the amount payable by the recipient of the supply under clause C.4 will be recalculated to reflect the adjustment event and a payment will be made by the recipient of the supply to the supplier or by the supplier to the recipient of the supply as the case requires.
- C.7 No party may claim from the other an amount for which the first party can obtain an input tax credit.

D. Management of Funding

- D.1 You must:
- (mm) 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;
 - (nn) notify Us, prior to the receipt of any Funds, of details sufficient to identify the account;
 - (oo) 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 the Agreement; and
 - (pp) identify the receipt and expenditure of the Funds separately within Your accounting Records so that at all times the Funds are identifiable and ascertainable.
- D.2 You may include Funds under more than one Agreement made under the Deed in one bank account.
- D.3 You must keep financial Records relating to each Project to enable:
- (qq) all income and expenditure related to the Project to be identified in Your accounts;
 - (rr) the preparation of financial statements in accordance with Australian Accounting Standards; and
 - (ss) the audit of those Records in accordance with Australian Auditing Standards.

- D.4 You must not use the Funds for any other purpose than for those prescribed in the Agreement, including:
- (tt) as security to obtain, or comply with, any form of loan, credit, payment or other interest; or
 - (uu) for the preparation of, or in the course of, any litigation.

E. Repayment of Funding

- E.1 If:
- (vv) at any time, an overpayment by Us to You occurs, including where an invoice is found to have been incorrectly rendered after payment; or
 - (ww) at the Project End Date (or if the Agreement or a Project is terminated earlier, the date of termination) some or all of the Funding relating to a Project has not been:
 - (ix) spent in accordance with the Agreement; or
 - (x) acquitted to Our satisfaction;
- then this amount must be repaid to Us within 20 Business Days after You receive a written notice from Us, or dealt with as directed in writing by Us.
- E.2 An overpayment may be recovered from You, including by offsetting that overpayment against any amount subsequently due to You under the Agreement.
- E.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 E.1, until the amount is paid in full.
- E.4 Any amount owed to Us under clause E.1 and any Interest owed under clause E.3, is recoverable by Us as a debt due to Us by You without further proof of the debt by Us.
- E.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.

F. Acknowledgment and Publicity

- F.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:
- (xx) ensure that no comment is included or made that is party political in nature;
 - (yy) 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:
 - (xi) "This Project is supported by funding from the Australian Government"; and

- (ii) "The views expressed here do not necessarily represent the views of the Australian Government."

F.2 We reserve the right to publicise and report on Our offers of Funding to You; including the amount of the Funds given to You, the title and a brief description of the Project(s).

G. Liaison and Monitoring

G.1 You must:

(zz) liaise with and provide information to; and

(aaa) 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.

H. Reporting

H.1 You must provide Us with the reports specified in the 'Reporting Requirements' section of the Agreement.

H.2 The reports referred to in clause H.1 must be provided to Us online via the ISEO system, unless otherwise advised by Us.

I. Records

I.1 You must keep full and accurate Records of the conduct of the Project including the receipt and use of Funding.

I.2 Records created as a result of an Agreement must be retained by You for 7 years after the end of the Agreement.

J. Access and Audits

J.1 You must at all reasonable times give Our representative on production of photo identification, or any person authorised in writing by the Secretary:

(bbb) reasonable access to:

- (xii) Your employees;
- (xiii) premises occupied by You;
- (xiv) Material; and

(ccc) reasonable assistance to:

- (xv) inspect the performance of the Project;
- (xvi) inspect the accuracy of Your invoices and reports in relation to the performance of the Funding under the Agreement;
- (xvii) locate and inspect any relevant Material;
- (xviii) make copies of Material and remove those copies,

relevant to the Project.

J.2 The rights in clause J.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.

- J.3 The rights referred to in clause J.1 are subject to:
(ddd)the provision of reasonable prior notice to You; and
(eee)Your reasonable security procedures.
- J.4 If a matter is being investigated by a person authorised in writing by the Secretary involves an actual or apprehended breach of the law, sub-clause J.3(ddd) will not apply.
- J.5 The requirement for access specified in clause J.1 does not in any way reduce Your responsibility to perform Your obligations under this Deed.

K. Contact Details

Contact Officer	The Director International Mobility International Mobility Branch International Group
Office Address	Level 10 50 Marcus Clarke Street CANBERRA ACT 2601
Postal Address	International Group Australian Government Department of Education and Training GPO Box 9880 CANBERRA ACT 2601
Email	student.mobility@education.gov.au

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

L. Survival

- L.1 The following clauses survive the expiry or termination of an Agreement:
- (a) sub-clause 1.1 and clauses 7, 8, 9, 18 and 19 of this Deed; and
 - (b) Items C, E, I, J and L of this Schedule 1.

Attachment B – Sample Project Schedule

SAMPLE

Schedule 2 to Deed for Student Mobility Programmes

[DEPARTMENT_LOGO]

New Colombo Plan Mobility Programme

Project Schedule: 2017 Funding Round

<p>This Project Schedule is issued in accordance with clause 3 of the Deed for Student Mobility Programmes offered from 2016 – 2020 dated [insert Date of the Deed] between the Commonwealth of Australia as represented by the Department of Education and Training (ABN: 12 862 898 150) (“Us”, “We” or “Our”) and [Funding Recipient name] (“You”, “Your” or “Yourself”)(“Deed”) and comprises this Project Schedule and any attached annexures. Subject to Our execution of the Project Schedule signed and submitted by You, an Agreement (as defined in clause 1 of the Deed) is entered into between Us and You in respect of the Project (“Agreement”).</p>		
1.	Branch	International Mobility Branch
2.	Funding Recipient ('You', 'Your' or 'Yourself')	[Funding Recipient name] ABN [insert ABN] [If the Funding Recipient is the lead member of a funding group, insert the following wording after the name and ABN of the Funding Recipient 'being the lead member of the Funding Group known as (insert name of funding group) whose members are listed in Item 12 below.]
3.	Funding Round	The Funding is being provided as part of the 2017 funding round for the New Colombo Plan Mobility Programme (Programme). The strategic objectives and purposes of the 2017 funding round for the Programme are described in detail in the New Colombo Plan Guidelines - Mobility Program 2017 Round (Guidelines). The Funding will support the achievement of the strategic objectives of the 2017 funding round for the Programme through assisting You to undertake the Project described in Item 5 below.
4.	Terms of Payment	Subject to sufficient funding being available for the Programme and the terms of the Agreement, the Funding will be paid in one instalment, by electronic transfer into Your nominated bank account, within 28 days of the due execution of this Project Schedule and You having provided Us with a correctly rendered invoice for that payment.

5.	Project	<p>You must undertake the following activities:</p> <p>(a) using the part of the Funding available for the purpose of providing Student Grants (as described in Item 7 below), provide:</p> <p style="padding-left: 40px;">[insert description of the particular Student Grants to be provided as part of the Project. For e.g.:</p> <p style="padding-left: 80px;">i. <i>semester grants (as described in section 2.2.2 of the Guidelines); and</i></p> <p style="padding-left: 80px;">ii. <i>internship grants (as described in section 2.2.3 of the Guidelines).]</i></p> <p>to [insert relevant number] Eligible Students, so as to enable the students to undertake [insert relevant description of studying being undertaken] in [insert field(s)] in [insert location], which study is to commence between 1 January 2017 to 30 June 2018; and</p> <p>(b) perform such administrative tasks as are necessary to duly manage the provision of the Student Grants to Eligible Students (including, without limitation, those tasks described in section 2.6 of the Guidelines).</p> <p>In this Agreement:</p> <p>'Eligible Student' means a student who meets the requirements of sections 3.2 and 3.3 of the Guidelines; and</p> <p>'Student Grant' has the meaning given to that term in the Guidelines.</p>
6.	Duration of Project	<p>The Project starts on the date of Our execution of this Project Schedule and ends on the day after You have done all that You are required to do under the Agreement to Our satisfaction (Project End Date).</p>
7.	Total Funding Value (excl. GST)	<p>The total amount of the Funding is [<i>insert amount</i>] (GST excl). This amount comprises:</p> <p style="padding-left: 40px;">a. [<i>insert</i>] is to be spent by You on Short-term Grants or Semester Grants;</p> <p style="padding-left: 40px;">b. [<i>insert</i>] is to be spent by You on Internship Grants; and</p> <p style="padding-left: 40px;">c. [<i>insert</i>] is to be spent by You for purposes related to the administration of the Project (including the purposes described in section 2.6 of the Guidelines).</p>
8.	Variations to Project Schedule	<p>(a) We may agree to vary the scope of the Project or the Project End Date upon receiving a request from You in the ISEO System.</p> <p>(b) Variation of the scope of the Project or the Project End Date may require You to provide additional reports to Us as set out in a Deed of Variation to the Agreement, executed by You and Us.</p> <p>(c) In the event that the scope of the Project is varied, We</p>

		<p>may vary the Funding payable to You in accordance with Item 7 above.</p>
<p>9. Obligations in undertaking the Project</p>		<p>In undertaking the Project, You must:</p> <p>(a) act in accordance with the requirements of the Guidelines (and You acknowledge and agree that minor variations may be made by the Commonwealth to the Guidelines and You will be bound by such amendments to the Guidelines);</p> <p>(b) at all times, maintain in the ISEO System, the information required by section 5 of the Guidelines, including the requirement to confirm all details at least six weeks before the Project commences;</p> <p>(c) obtain express consents from students participating in the Project to the Department and the Department of Foreign Affairs and Trade using and disclosing students' Personal Information for the purposes described in section 9 of the Guidelines. As part of this, You must ensure that the students confirm that they understand that the students confirm that they understand that if the Department and/or the Department of Foreign Affairs and Trade disclose their personal information to an overseas recipient:</p> <ul style="list-style-type: none"> (i) the overseas recipient may not be bound by the Privacy Act 1988 and/or subject to any privacy obligations; (ii) the Department and the Department of Foreign Affairs and Trade will not be accountable under the Privacy Act should the overseas recipient breach Australian Privacy Principles; and (iii) Australian Privacy Principle 8.1 will not apply to the disclosure of the information; <p>and that the students expressly consent to the disclosure of their personal information to the overseas recipient on this basis;</p> <p>(d) ensure that students participating in a Project are made aware that they may obtain more information about the way in which the Department and the Department of Foreign Affairs and Trade will manage their Personal Information, including full privacy policies, at http://www.education.gov.au/privacy-policy or http://www.dfat.gov.au/privacy.html or by requesting a copy from the department concerned;</p> <p>(e) ensure that staff and students participating in the Project register on the Smartraveller website</p>

		<p>(www.smartraveller.gov.au) and subscribe to relevant travel advisories on that website prior to commencement of their overseas travel;</p> <p>(f) ensure that students participating in the Project do not do so in a country or region where the Smartraveller travel advice advises “Do not travel”;</p> <p>(g) liaise with the relevant Australian diplomatic mission in the event of any serious risk to the safety or wellbeing of staff and students when they are participating in the Project; and</p> <p>(h) perform such other tasks or activities as are required of You by the Guidelines (including, without limitation, the tasks described in section 7.2 of the Guidelines).</p>
<p>10.</p>	<p>Reporting Requirements</p>	<p>Report</p> <p>On or before [30 June 2018], You must provide a final completion report in relation to the Project (Report) in accordance with section 6.4 of the Guidelines. The Report must include:</p> <ol style="list-style-type: none"> a. confirmation of the number of Eligible Students who participated in the Project, the final amount of the Funding used for Student Grants and the breakdown as between the students; b. the final amount of the Funding used for administration purposes; c. a summary of key achievements, major outcomes and highlights of the Project (up to 150 words), and d. a list of publicity materials used to promote the Project and the Programme. <p>You may also include in the Report any feedback You have received, formally or informally, in relation to the Project and the Programme, including from participants.</p> <p>Statutory Declaration</p> <p>Once We have notified You that We consider the Report to be satisfactory, You must submit a statutory declaration declaring that the Funding has been spent in accordance with the Agreement, and, if requested, any unspent funds must be refunded to Us. The statutory declaration must be declared by Your chief financial officer, or one of your officers with authority to do so.</p> <p>Submission</p> <p>The Report and statutory declaration must be submitted to Us using the ISEO System, unless We instruct You</p>

		otherwise.
11.	Commonwealth Material	We agree to provide the following Material to You: [insert details] [OR] Not Applicable.
12.	Funding Group	<p>[insert this Item 12 if the Project is with a funding group/consortium]</p> <p>(a) If You are part of a Funding Group, You warrant that each member of the Funding Group has given their authority to You as the Funding Group's lead member to negotiate, bind and act on that member's behalf in relation to this Agreement and any variations thereto.</p> <p>23.1 (b) The members of the Funding Group are as follows:</p> <p>23.2 [insert the name of the legal entity, address and ABN of each member of the Funding Group.]</p> <p>In this Agreement:</p> <p>'Funding Group' means a group of two or more entities, however constituted, other than a partnership, which have entered into an arrangement for the purposes of jointly delivering the Project, and which have appointed a lead member of the group with authority to act on behalf of all members of the group for the purposes of the Agreement.</p>
13.	Funding Recognition	You may use the New Colombo Plan logo in publications, promotional and advertising materials, public announcements and activities, if You have the consent of the NCP Secretariat.