

Schedule 1 to Deed for Student Mobility Programmes – Conditions of Funding

A. Undertaking the Project

A.1 You must carry out a Project:

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

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:
- (d) 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;
 - (e) notify Us, prior to the receipt of any Funds, of details sufficient to identify the account;
 - (f) 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
 - (g) 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:
- (h) all income and expenditure related to the Project to be identified in Your accounts;
 - (i) the preparation of financial statements in accordance with Australian Accounting Standards; and
 - (j) 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:
- (k) as security to obtain, or comply with, any form of loan, credit, payment or other interest; or
 - (l) for the preparation of, or in the course of, any litigation.

E. Repayment of Funding

- E.1 If:
- (m) at any time, an overpayment by Us to You occurs, including where an invoice is found to have been incorrectly rendered after payment; or
 - (n) 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:
 - (i) spent in accordance with the Agreement; or
 - (ii) 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:
- (o) ensure that no comment is included or made that is party political in nature;
 - (p) 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:
 - (iii) "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:

- (q) liaise with and provide information to; and
- (r) 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:

(s) reasonable access to:

- (iv) Your employees;
- (v) premises occupied by You;
- (vi) Material; and

(t) reasonable assistance to:

- (vii) inspect the performance of the Project;
- (viii) inspect the accuracy of Your invoices and reports in relation to the performance of the Funding under the Agreement;
- (ix) locate and inspect any relevant Material;
- (x) 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:
- (u) the provision of reasonable prior notice to You; and
 - (v) 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(u) 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.

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.</p>	<p>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>1.1 (b) The members of the Funding Group are as follows:</p> <p>1.2 [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.