



Australian Government

Department of Education and Training

Commonwealth Scholarship Agreement New Colombo Plan Scholarship Program

between the Commonwealth represented by
the Department of Education and Training
and
the New Colombo Plan Scholar
2020

Contents

Scholarship Agreement	4
Parties to this Agreement	4
Background.....	4
Scholarship Details.....	5
A. Scope of this Agreement	5
B. Your Obligations for the Scholarship Program	5
C. Term of this Agreement	9
D. Scholarship Benefits	9
E. Reporting and Evaluation	14
F. Party representatives and address for notices	14
G. Leave and Suspension of Scholarship Term.....	15
Signatures	18
Schedule 1 – General Conditions.....	19
1. Undertaking Your Scholarship Program	19
2. Acknowledgements	19
3. Notices	19
4. Relationship between the Parties	19
5. Conflict of interest	19
6. Variation	19
7. Confidential Information	19
8. Payment of the Scholarship	19
9. Repayment.....	19
10. Intellectual Property.....	20
11. Privacy	20
12. Indemnities.....	20
13. Applicable Law.....	20
14. Dispute resolution	20
15. Termination	20
16. Cancellation for convenience.....	21
17. Survival	21
18. Definitions	21
19. Interpretation	24

Schedule 2 – Privacy Notice and Consent	25
Schedule 3 – Eligibility Requirements	26
1. Your Eligibility	26
2. Scholarship Program Eligibility.....	26

Scholarship Agreement

Parties to this Agreement

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

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

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

Background

- a. The New Colombo Plan Scholarship Program ('**NCP Scholarship Program**') provides scholarships to Australian undergraduate students, between 18 and 28 years of age (inclusive), to undertake a study component, participate in internship and mentorship opportunities and receive language training in a host location in the Indo-Pacific region. It also encourages students to participate in community engagement and advocacy in relation to the NCP Scholarship Program.
- b. The Department of Education and Training administers the NCP Scholarship Program together with the Department of Foreign Affairs and Trade. The Department of Education and Training has responsibility for program management, including application processes and online systems, and is the first point of contact on administrative matters. The Department of Foreign Affairs and Trade has responsibility for strategic leadership and policy setting, and manages the NCP Scholarship Program's budget, business liaison, Internships, Mentorships, public diplomacy and alumni.
- c. We have agreed to enter into this Agreement with You under which We will provide You with Scholarship Benefits for the purpose of assisting You to undertake Your Scholarship Program as part of the NCP Scholarship Program.
- d. You agree to comply with this Agreement, including by undertaking Your Scholarship Program in accordance with this Agreement.
- e. We have entered into a services contract with the Service Provider to provide support services to You in connection with the NCP Scholarship Program. The Service Provider enters into this Agreement as Our agent and on Our behalf. Unless otherwise notified by Us in writing, the Service Provider is permitted to act as Our agent in exercising Our rights and performing Our obligations under this Agreement. The Service Provider Case Manager is Your primary point of contact with Us.
- f. We may make additional Scholarship Benefits available to You depending on the circumstances of your Scholarship Program, including where We have received financial or in-kind sponsorship from Private Sector Organisations.

Scholarship Details

A. Scope of this Agreement

- A.1.1 By signing this document You agree to all of the terms of this Agreement, which includes this document, Your Scholarship Application Form and any other document referenced or incorporated by each of those documents.
- A.1.2 Where this Agreement uses a capitalised word or expression, unless otherwise indicated it has the meaning set out in clause 18 of Schedule 1.
- A.1.3 In the event of any ambiguity or inconsistency between the rights and obligations in this Agreement, unless expressly stated to the contrary, the item appearing higher in the following list has precedence to the extent of the ambiguity or inconsistency:
 - (a) the General Conditions outlined in Schedule 1;
 - (b) the Privacy Notice and Consent in Schedule 2;
 - (c) the Eligibility Requirements in Schedule 3;
 - (d) items A-G in the Scholarship Details;
 - (e) Your Scholarship Application Form;
 - (f) any other document referenced or incorporated in the Scholarship Details; and
 - (g) any other document referenced or incorporated in this Agreement.
- A.1.4 This Agreement represents the Parties' entire agreement in relation to the Scholarship Benefits and the NCP Scholarship Program and supersedes all prior representations, communications, agreements, statements and understandings, whether oral or in writing.
- A.1.5 Certain information contained in or provided under this Agreement may be used for public reporting purposes.

B. Your Obligations for the Scholarship Program

B.1 Your Scholarship Program

- B.1.1 You must carry out Your Scholarship Program in accordance with Your Scholarship Application Form.
- B.1.2 Any variation required to Your Scholarship Program (including to confirm or change the Internship Component or Language Training) must be submitted to Us and is subject to Our approval in accordance with the process in clause 6 of Schedule 1.
- B.1.3 For the Scholarship Term, You must ensure that in accordance with the Eligibility Requirements at Schedule 3:
 - a. You remain eligible under the NCP Scholarship Program: and
 - b. Your Scholarship Program remains eligible under the NCP Scholarship Program.
- B.1.4 You must at all times during the Scholarship Term:
 - a. comply with:
 - i. all laws of Australia and any location to which You travel;
 - ii. the Scholarship Program Guidelines; and

- iii. any applicable rules or policies of the Host Institution(s), and of any Host Organisation(s) and Language Training Provider;
- b. only travel using Your Australian passport;
- c. hold and comply with the requirements of an appropriate visa for the Host Location(s) and any other location which You visit during the Scholarship Term, as stipulated by the relevant authorities; and
- d. not without Our approval:
 - i. leave the Host Location(s) (see the process for approval in B.5.2); or
 - ii. engage in any employment, activities generating income, Internships or Mentorships (whether paid or unpaid).

NOTE: The Briefing Pack provided to You by the Service Provider Case Manager will contain further information in relation to the process for obtaining Our approval under the Agreement and any template forms to be completed in order to seek Our approval.

B.2 Your Advocacy Role

- B.2.1 During and after the Scholarship Term You are encouraged to participate in community involvement and advocacy in relation to the NCP Scholarship Program. In addition, Fellows are encouraged to play a strong role in promoting the NCP Scholarship Program while on their Scholarship Program and as part of the alumni network on their return.
- B.2.2 You agree that You must:
- a. comply with clause 2 of Schedule 1 in respect of any Material You publish in connection with the Agreement or Your Scholarship Program;
 - b. not suggest that Your views are those of the Australian Government or that You have authority to speak on behalf of the Australian Government;
 - c. not act in a way that We consider may bring the NCP Scholarship Program or Australia into disrepute;
 - d. ensure that Your behaviour and actions support the aims of the NCP Scholarship Program and contribute in a positive way to Australia's bilateral relationship with Your Host Location(s) and that You keep these considerations in mind in Your day-to-day interactions, as well as in any public speaking or publishing You carry out while undertaking Your Scholarship Program or related community involvement and advocacy in relation to the NCP Scholarship Program;
 - e. show good judgement in any media engagements and in Your use of social media on issues or in circumstances capable of being interpreted as reflecting on the NCP Scholarship Program or as representing the views of the Australian Government;
 - f. not use Your status as a participant in the NCP Scholarship Program to suggest that the Australian Government has endorsed Your business or Your employment; and
 - g. contact the Service Provider Case Manager to confirm any questions in relation to Your obligations under this item B.2.

B.3 Your relationship with the Service Provider

- B.3.1 The Service Provider acts as Our agent under this Agreement except as otherwise notified by Us in writing. The Service Provider Case Manager is Your primary point of contact for all matters in relation to this Agreement, including where this Agreement requires You to seek approval from Us.
- B.3.2 In addition to Your other obligations to Us, You agree to:
- a. maintain regular contact with the Service Provider Case Manager by email, telephone or letter (via the details in the address for notices table at item F), at least once a month during the Scholarship Term or more frequently as directed by the Service Provider Case Manager, including during any period of Suspension, Leave of Absence, or Gap Leave;
 - b. ensure that the Service Provider Case Manager can contact You via the mobile phone number (or an equivalent communication method) identified in item F, at all times while You are in the Host Location(s), except as otherwise approved where mobile coverage in the Host Location(s) is limited;
 - c. notify the Service Provider Case Manager within 24 hours after:
 - i. Your arrival in Your Host Location(s) and after Your return to Australia;
 - ii. any changes to the details of Your emergency contact;
 - iii. any failure by You to comply with the terms of this Agreement; or
 - iv. becoming aware of any information which may bring the Service Provider, the NCP Scholarship Program, or Us into disrepute;
 - d. notify the Service Provider Case Manager within 3 Business Days after:
 - i. any changes to Your personal contact details; or
 - ii. becoming aware of any other circumstances that may affect Your participation in Your Scholarship Program. These circumstances may include changes to any travel plans, the identity of Your supervisor, any significant health issues, or other relevant items which may prevent You carrying out Your Scholarship Program or performing this Agreement;
 - e. comply with all reasonable requests from the Service Provider Case Manager in relation to Your Scholarship Program within 3 Business Days after the request, including to:
 - i. enable Us to perform this Agreement and the Service Provider to comply with its obligations to Us;
 - ii. attend security briefings;
 - iii. evacuate a location;
 - iv. provide information;
 - v. communicate with Your Host Institution(s), Host Organisation(s) or Language Training Provider; or

- vi. enable the release of Your Personal Information and academic results by a third party to Us or the Service Provider.

B.4 Your responsibility for safe travel

- B.4.1 You may, during the course of Your Scholarship Program, travel within the Host Location for a period of up to 5 continuous days in duration. You are responsible for informing the Service Provider Case Manager at least 1 month in advance, or where the need to travel is urgent no less than 3 Business Days in advance, prior to undertaking such travel. You must provide to the Service Provider Case Manager details of Your intended travel, as requested by the Service Provider Case Manager, such as: location(s), accommodation arrangements, transport arrangements, contact details, and host confirmation (if necessary).
- B.4.2 For travel within the Host Location of more than 5 continuous days in duration or for any international travel outside the Host Location, You must seek approval from the Service Provider Case Manager at least 1 month in advance, or where the need to travel is urgent no less than 3 Business Days in advance, prior to undertaking such travel. You must submit the required travel request form and supporting documentation, as requested by the Service Provider Case Manager.
- B.4.3 If You undertake any travel within Your Host Location (in accordance with item B.4.1 or item B.4.2) or outside Your Host Location (in accordance with item B.4.2), you must not be absent from Your Study Component or Language Training:
 - a. for more than three days per semester; or
 - b. for any Study Component or Language Training shorter than one semester in duration, an equivalent period calculated on a pro-rata basis.
- B.4.4 You are responsible for conducting Your own independent inquiries and keeping informed about the risks involved in overseas travel, including travel to the Host Location(s). Without limitation, You:
 - a. accept responsibility for Your welfare and safety, including by registering, reading and subscribing to the relevant travel advice on the Smartraveller website (www.smartraveller.gov.au), obtaining travel medical advice (including any necessary vaccinations) and ensuring that adequate safety precautions have been put in place prior to departure from Australia;
 - b. must immediately prior to travelling to the Host Location(s) or any other location during the Scholarship Term, ensure that the Host Location(s) or other location is not subject to the recommendation 'Do Not Travel' or 'Reconsider your need to travel' in the relevant travel advice on Smartraveller, unless, in the case of 'Reconsider your need to travel' an exemption has been sought and granted by the NCP Secretariat following the approval of the relevant Australian diplomatic mission;
 - c. must if the travel advice on Smartraveller changes to 'Do Not Travel,' 'Reconsider your need to travel' or You otherwise become aware of security issues while You are in a location during the Scholarship Term, notify the Service Provider Case Manager and comply with any directions with respect to Your security including to evacuate the location; and
 - d. must liaise with the relevant Australian diplomatic mission and the Service Provider Case Manager in the event of any serious risk to Your safety or wellbeing during the Scholarship Term.

B.5 Specific obligations related to travel to and from Your Host Location(s)

B.5.1 Prior to Your departure to Your Host Location(s), You must:

- a. provide written evidence to Us that You have:
 - i. been accepted by and enrolled with the Host Institution(s), Your Language Training Provider (if any), and Your Host Organisation(s) (if any);
 - ii. obtained an appropriate visa for the Host Location(s) which will enable You to undertake all components of Your Scholarship Program; and
 - iii. organised travel arrangements to the Host Location(s);
- b. provide Us with a photocopy of the identification page of Your passport; and
- c. confirm with Us and receive written acknowledgement from Us that all of Your pre-departure obligations have been met.

B.5.2 Where You intend to travel outside of the Host Location(s) during the Scholarship Term You must request approval from Us in accordance with item B.4.2.

B.5.3 You must confirm with Us at least 1 month before Your Scholarship Program Completion Date when You will return to Australia.

B.5.4 You must also keep the Service Provider Case Manager informed of Your travel arrangements during the Scholarship Term and up until the time that You return to Australia, and provide the notifications required in accordance with items B.3 and B.4.

C. Term of this Agreement

C.1.1 This Agreement starts on the Effective Date and unless cancelled or terminated by Us under clauses 15 or 16 of Schedule 1, continues until such time that You are advised by Your Service Provider Case Manager that You have completed all of the requirements for Your Scholarship Program.

D. Scholarship Benefits

D.1 General

D.1.1 Subject to compliance by You with this Agreement, We will provide the Scholarship Benefits at the times and in the manner specified in this item D. We may withhold payment of any of the Scholarship Benefits under this item D in accordance with clause 8 or 9 of Schedule 1.

D.1.2 You must ensure that where the Scholarship Benefits are paid to You in advance of a relevant expense being incurred they are held in an account in Your name and which You control, with an authorised deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on banking business in Australia. You must keep records of all expenditure by You of Scholarship Benefits.

D.1.3 You must provide Us with Your bank account details within 28 days after the Effective Date.

- D.1.4 Except for the Scholarship Allowance (as detailed in item D.4), where Scholarship Benefits are payable to You directly they will be paid to Your nominated bank account within 5 Business Days after receipt by Us of written evidence that You have incurred the relevant expense or are otherwise entitled to payment under this item D.
- D.1.5 You acknowledge that except as set out in this item D, You are responsible for paying and ensuring that You have sufficient funds to pay for all costs and expenses due in relation to Your Scholarship Program, including:
- a. any costs not covered by the Insurance (including the costs of ancillary medical services including dental, physiotherapy or optical services);
 - b. all medical, visa and other expenses of family members;
 - c. any taxes, fees or other charges. The Scholarship Benefits are each inclusive of all amounts and will not be increased to reflect taxes or other fees or charges that are payable;
 - d. amounts charged by the Host Institution(s) or Language Training Provider not covered by or exceeding the amount payable as Tuition Fees; and
 - e. any costs incurred by You in relation to Your Scholarship Program prior to the date of the execution of this Agreement.
- D.1.6 You agree that You are responsible for and We can deduct from any Scholarship Benefits payable any additional costs incurred by Us, the Service Provider, the Host Institution(s), Host Organisation(s) (if any), or Language Training Provider (if any), including any additional fees payable, addressing or resulting from any unsatisfactory academic performance by You in Your Scholarship Program.
- D.1.7 We may offer to arrange additional services for You, including via the Service Provider Case Manager, to assist You on Your arrival and establishment in the Host Location (such as airport transfers and temporary accommodation). You are responsible for the costs of these additional services. We will notify You of the cost of these additional services (or the basis on which the costs will be calculated). Where You agree to receive the additional service, We may deduct the applicable cost from Your Travel Allowance or Establishment Allowance (as relevant).

D.2 Travel Allowance

- D.2.1 We will pay You a Travel Allowance as a reimbursement of up to:
- a. \$1,250 for Your travel expenses to the relevant Host Location to commence Your Scholarship Program; and
 - b. \$1,250 for Your travel expenses from the relevant Host Location to return to Australia at the end of Your Scholarship Program, but only for travel occurring prior to the expiry of 28 days after Your Scholarship Program Completion Date.

D.3 Establishment Allowance and Fellow Allowance

- D.3.1 We will pay You a \$2,500 Establishment Allowance once You have arrived in the Primary Host Location. Only one Establishment Allowance is payable where Your Scholarship Program has multiple Host Locations.
- D.3.2 If You are a Fellow, We will pay You an additional \$1,000 as part of Your Establishment Allowance ('**Fellows Allowance**') to purchase study materials for use during Your Scholarship Program. You are entitled to receive an additional Fellows Allowance for each Fellow position You hold.

D.4 Scholarship Allowance

- D.4.1 We will pay You a \$2,500 Scholarship Allowance for each month during the Scholarship Term in which You are entitled to payment under this item D.4. Where Your entitlement to the Scholarship Allowance is only for part of a month (for any reason), the Scholarship Allowance will be reduced using the Pro Rata Calculation and paid in accordance with item D.4.4.
- D.4.2 The Scholarship Allowance is payable:
- a. for up to 12 months whilst You are enrolled in and undertaking a current Study Component (each semester or trimester is regarded as a separate Study Component);
 - b. for up to 6 months whilst You are participating in Full Time Language Training and not a Study Component or an Internship Component;
 - c. for up to 6 months whilst You are participating in an Internship Component and not a Study Component or Full Time Language Training; and
 - d. during any approved Gap Leave or Leave of Absence.
- D.4.3 Subject to item D.4.4, the Scholarship Allowance will be paid to Your nominated bank account on the 15th day of the relevant month for which it is due, with payment of a half month in arrears and a half month in advance.
- D.4.4 If You are not entitled to the Scholarship Allowance during the whole of a month for any reason whatsoever, the Scholarship Allowance You are entitled to in that month will be reduced using the Pro Rata Calculation and will be paid:
- a. on the 15th day of the relevant month for which it is due; or
 - b. otherwise on the 15th day of the following month.

D.5 Tuition Fees

- D.5.1 Where applicable in accordance with the following table, We will pay Tuition Fees directly to the relevant Host Institution and any Language Training Provider up to the maximum amount for each activity set out in the following table. You will be responsible for any tuition fees in excess of the per activity maximum amount.

Item	Activity	Length of activity	Expenses payable under the Tuition Fees	Maximum amount of expenses payable as Tuition Fees for the activity
1	Study Component	Any period up to a maximum of two semesters or three trimesters (as defined by the Host Institution)	<p>1. Course fees at the Host Institution where You are a fee paying international student.</p> <p>The Tuition Fees only cover course fees at the Host Institution if no current exchange agreement place relevant to Your field of study is available between the Home University and the Host Institution. If Your Scholarship Application Form does not identify that course fees are payable for Your Scholarship Program, any request for payment of course fees as a Scholarship Benefit is subject to approval of a variation to Your Scholarship Program in accordance with clause 6 of Schedule 1.</p> <p>2. Applicable student service and amenities fees at the Host Institution.</p> <p>3. Other amounts payable to the Host Institution where all of the following requirements are met:</p> <p>(a) the total of the costs are more than \$200;</p> <p>(b) the costs are not covered under an applicable exchange agreement place;</p> <p>(c) the Host Institution certifies in writing that the costs are mandatory for completion of the Study Component; and</p> <p>(d) an invoice for the relevant amount is issued by the Host Institution.</p>	Up to \$10,000 per semester or \$6,666 per trimester.
2	Full Time Language Training	<p>More than one month in total to a maximum of six months</p> <p>Full Time Language Training may be</p>	Fees for the Language Training payable to the Language Training Provider	Up to \$10,000.

Item	Activity	Length of activity	Expenses payable under the Tuition Fees	Maximum amount of expenses payable as Tuition Fees for the activity
		undertaken in blocks, provided that the total cumulative duration does not exceed six months		
3	Full Time Language Training	Up to or equal to one month duration in total Full Time Language Training may be undertaken in blocks, provided that the total cumulative duration does not exceed one month	Fees for the Language Training payable to the Language Training Provider	Up to \$1,500, minus amounts paid under item 4.
4	Part Time Language Training	Any period	Fees for the Language Training payable to the Language Training Provider	Up to \$1,500, minus amounts paid under item 3.

D.5.2 The maximum amount that We will pay as Tuition Fees for all activities undertaken during a Scholarship Program is \$20,000 (**Tuition Fees Cap**). Once the Tuition Fees Cap is reached, You will be responsible for the balance of any outstanding tuition fees.

D.5.3 We will pay Your Tuition Fees by electronic funds transfer within 5 Business Days after receipt by the Service Provider Case Manager of a correctly rendered invoice from the relevant Host Institution or Language Training Provider.

D.6 Mental Health Allowance for Counselling Services

D.6.1 We will pay You a Mental Health Allowance as a reimbursement of up to AUD\$1,000 for Mental Health Services You receive during the Scholarship Term. The Mental Health Allowance provides reimbursement in relation to the cost of any provider of Mental Health Services, including professionals who are qualified or registered to assist (such as psychologists and social workers) with specific personal issues, such as coping with life changes and fostering mental wellbeing.

D.7 Insurance

- D.7.1 During the Scholarship Term, on the terms set out in the Insurance policy guidelines notified to You, We will arrange to extend cover under an existing policy of travel and medical Insurance for the NCP Scholarship Program to cover claims by You. We do not provide You with Insurance directly under any circumstances. The Insurance is provided by (and any claims are made by You directly to) the relevant third party under the terms of the notified Insurance policy guidelines. In no circumstances are We liable for payment to You or a third party of any amount under the Insurance. You must arrange alternative or additional insurance at Your own cost if the Insurance does not meet Your individual requirements.

E. Reporting and Evaluation

- E.1.1 You must complete the NCP Exit Survey within 21 days after the Scholarship Program Completion Date.
- E.1.2 You must provide Us with a photocopy of an Academic Transcript provided to You by Your Host Institution at the completion of each semester or trimester (as relevant) of Your Study Component, within 21 days of the Academic Transcript being issued by Your Host Institution.
- E.1.3 You must provide Us with the following reports in the format We require:
- a. if Your Scholarship Program is longer than 9 months, a progress report within 14 days after the half-way point of Your Scholarship Program; and
 - b. a final report within 21 days after Your Scholarship Program Completion Date.
- E.1.4 You also agree to participate in ongoing surveys and other NCP Scholarship Program monitoring and evaluation activities after completion of Your Scholarship Program, as required by Us.

F. Party representatives and address for notices

Your address for notices (where We send You formal communications under this Agreement – see clause 3 of Schedule 1) and your other contact details.

Address for formal notices:	
Your/Your representative's name	
Position	
Postal and physical address(es)	
E-mail	
Your other contact details (as applicable):	
Business hours telephone (international format)	
Mobile (international format)	
Fax (international format) / other	

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

Address for formal notices:	
Representative	Senior Program Manager – Scope Global
Postal/physical address(es)	41 Dequettteville Terrace, Kent Town, SA, 5067, Australia
E-mail	ncps@scopeglobal.com
Other contact details:	
Business hours telephone (international format)	+61 8 8364 8500

G. Leave and Suspension of Scholarship Term

G.1 General

G.1.1 You are required to complete Your Scholarship Program on a Full Time basis at all times during the Scholarship Term, subject to any of the following Permitted Gaps:

- a. Gap Leave;
- b. Leave of Absence; or
- c. Suspension.

G.1.2 A Permitted Gap must not result in:

- a. the Scholarship Term exceeding 19 months; or
- b. any additional costs to Us, the Service Provider, the Host Institution(s), the Host Organisation(s) (if any) or Language Training Provider (if any).

G.1.3 Your entitlement to Scholarship Benefits (other than the Insurance as set out in item G.1.5) will be unaffected by any approved Gap Leave or Leave of Absence.

G.1.4 During any period of Suspension, except for Insurance as set out in item G.1.5, You will not be entitled to any Scholarship Benefits.

G.1.5 You will continue to receive the Insurance during a Permitted Gap, subject to the relevant terms and exclusions notified to You for the Insurance. A Permitted Gap may impact on Your entitlement to receive the Insurance and it is Your responsibility to review the terms and exclusions for the Insurance and take out appropriate additional Insurance as required to meet Your needs.

G.1.6 The NCP Scholarship Program does not offer additional leave entitlements, including for maternity leave or parenting leave.

G.2 Gap Leave

G.2.1 Gap Leave may be approved by Us in writing where there is a gap between the end of and subsequent commencement of Your Study Component(s), Full Time Language Training or Internship Component(s). Gap Leave will only be approved by Us where all of the following requirements are met:

- a. the total amount of Gap Leave approved is no longer than:
 - i. four weeks in the first 12 month period of the Scholarship Term (or a pro-rata period if the Scholarship Term is less than 12 months); and
 - ii. up to two weeks in any subsequent period (in addition to any unused Gap Leave under item G.2.1.a.i);
- b. You demonstrate to Us that the Gap Leave is reasonably necessary in order to complete Your Scholarship Program, with no reasonable alternatives; and
- c. You apply for approval of Gap Leave as soon as possible on becoming aware of the requirement for Gap Leave.

G.2.2 During any period of approved Gap Leave, you must remain in one of the eligible host locations for the NCP Scholarship Program as set out in the Scholarship Program Guidelines.

G.3 *Leave of absence*

G.3.1 A Leave of Absence may be approved by Us for a maximum of:

- a. two weeks in the first 12 month period of the Scholarship Term; and
- b. up to one week in any subsequent period (in addition to any unused Leave of Absence under item G.3.1.a).

G.3.2 A Leave of Absence will only be approved by Us where all of the following requirements are met:

- a. the Leave of Absence is for one of the following reasons:
 - i. personal or professional development;
 - ii. compassionate and compelling reasons; or
 - iii. issues relating to Your security and safety;
- b. You provide Us with written support for the Leave of Absence from any relevant Host Institution(s), Host Organisation(s) (if any) or Language Training Provider (if any); and
- c. We agree that the granting of the Leave of Absence is in the spirit of the NCP Scholarship Program.

G.4 *Suspension*

G.4.1 In addition to Our rights to terminate this Agreement pursuant to clause 15 of Schedule 1, We may suspend Your participation in the NCP Scholarship Program and the payment of the Scholarship Benefits, either in full or in part as notified to You, immediately and subject to any conditions which We reasonably determine ('Suspension'), if:

- a. You have not complied with this Agreement;
- b. We have a right to terminate or cancel this Agreement under clauses 15 or 16 of Schedule 1;

- c. We have reason to believe that You cannot perform Your Scholarship Program for any period of time, including non-performance due to medical reasons; or
 - d. an investigation is being undertaken by the Service Provider, Us, any representative of the Commonwealth, the Host Institution(s), the Host Organisation(s) (if any) or any other authority in the Host Location(s) into Your conduct and/or a potential breach by You of this Agreement.
- G.4.2 You may also apply to Us for a Suspension of Your Scholarship Program, including where You have exhausted Your entitlement to apply for Gap Leave or a Leave of Absence.
- G.4.3 We will consider Your request for a Suspension where:
- a. the Suspension complies with item G.1.2; and
 - b. We agree that the granting of the Suspension is in the spirit of the NCP Scholarship Program.
- G.4.4 You will not be paid any of the Scholarship Benefits during a period of Suspension. You will have no claim following a Suspension to any part of the Scholarship Benefits not paid to You during a period of Suspension.
- G.4.5 We will notify You when a period of Suspension ceases. You may request Our approval to recommence Your Scholarship Program where You initially applied for the Suspension or believe the reasons for the Suspension have been resolved.
- G.4.6 In case of Suspension on medical grounds, You must provide Us with medical evidence (incurred at Your cost unless approved by Us) to Our satisfaction that You are fit to resume Your Scholarship Program. The final decision as to You resuming Your Scholarship Program is entirely a matter of Our discretion.

Signatures

Executed as an agreement

Commonwealth of Australia:

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

[Insert student's name]:

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

Schedule 1 – General Conditions

1. Undertaking Your Scholarship Program

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

2. Acknowledgements

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

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

3. Notices

All notices under this Agreement must be in writing, signed by the Party giving notice and addressed to the other Party or their representative listed in item F (or such address as otherwise notified in writing).

4. Relationship between the Parties

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

5. Conflict of interest

You agree to notify Us promptly of any actual, perceived or potential Conflicts of Interest which could affect Your performance of this Agreement and agree to take action to resolve the Conflicts of Interest.

6. Variation

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

6.2 You must request any variation to Your Scholarship Program (including as set out in Your Scholarship Application Form) by way of a Program Variation Request Form provided by the Service Provider Case Manager.

7. Confidential Information

You agree not to disclose Our Confidential Information without prior written consent unless required or authorised by law or Parliament. We agree to protect Your Confidential information to the extent specifically identified and agreed by Us in writing, subject to the exceptions set out in Section 13.5 of the Scholarship Program Guidelines.

8. Payment of the Scholarship

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

8.2 We may by notice withhold payment of any amount of the Scholarship Benefits where We:

- (a) determine that an overpayment of Scholarship Benefits has occurred for any reason, including where a payment has been made in error;
- (b) reasonably believe that You have not complied with this Agreement; or
- (c) reasonably believe that You are unable to undertake Your Scholarship Program.

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

9. Repayment

9.1 Without limiting clause 8.2, if any of the Scholarship Benefits have been spent other than in accordance with this Agreement or any amount of the Scholarship Benefits paid to You is additional to the requirements or purpose for which it was paid, You agree to repay that amount to Us.

9.2 If this Agreement is terminated under clause 15 by Us or You, You agree to repay to Us the Tuition Fees paid by Us under this Agreement for any part of the Study Component not commenced at the date of termination.

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

10. Intellectual Property

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

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

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

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

11. Privacy

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

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

12. Indemnities

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

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

13. Applicable Law

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

14. Dispute resolution

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

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

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

15. Termination

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

- (a) You have breached this Agreement;
- (b) You have provided false or misleading statements in Your Scholarship Application Form or other material submitted to Us as part of applying for participation in the NCP Scholarship Program;
- (c) You have become bankrupt;
- (d) a Suspension pursuant to item G.4 continues for a period of 6 months or more; or
- (e) You have failed to declare in Your Scholarship Application Form any criminal record or conviction You have, or during the term of the Agreement, You are subsequently charged and / or convicted of a criminal offence either in Australia or overseas that may harm the reputation of the NCP Scholarship Program.

15.2 We may terminate this Agreement immediately by written notice to You if You have failed to comply with any reasonable directions given to You by the Service Provider Case Manager specifically relating to Your security.

15.3 You may terminate this Agreement by written notice to Us of no less than 28 days.

15.4 If this Agreement is terminated pursuant to this clause 15:

- (a) We will cease paying the Scholarship Benefits (and the Insurance will not be available) from the effective date of termination;
- (b) You must repay any Scholarship Benefits as We may require under clause 9; and
- (c) You cease Your participation in the NCP Scholarship Program.

16. Cancellation for convenience

16.1 We may cancel this Agreement immediately by written notice to You due to:

- (a) a change in government policy; or
- (b) if the travel advice for the Host Location(s) on the Smartraveller website changes to 'Do Not Travel' or 'Reconsider your need to travel', unless, in the case of 'Reconsider your need to travel' an exemption has been sought and granted by the NCP Secretariat following its consultation with the relevant Australian diplomatic mission, or there is a natural disaster or political unrest in the Host Location(s), or We reasonably believe that it is otherwise necessary for You to discontinue Your Scholarship Program to protect Your health and safety.

16.2 You agree on receipt of a notice of cancellation under clause 16.1 to take all available steps to minimise loss resulting from that cancellation.

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

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

16.4 Our liability to pay any amount under this clause 16 is:

- (a) subject to Your compliance with this Agreement; and
- (b) capped at the total amount of the Scholarship Benefits remaining to be paid at the date of the notice.

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

17. Survival

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

18. Definitions

In this Agreement, unless the contrary appears:

- **Academic Transcript** means an official document issued by either Your Home University or Host Institution (as the context requires) as a record of all completed units and results throughout Your enrolment.
- **Agreement** has the meaning in item A.1.1.
- **Australian Qualifications Framework** is available at: <https://www.aqf.edu.au/>.
- **Australian University** means a registered higher education provider for the purposes of the *Tertiary Education Quality and Standards Agency Act 2011* (Cth), that is registered in a provider category that permits the use of the word "university".
- **Bachelor Degree** means undergraduate studies at a Bachelor Level 7 as defined in the Australian Qualifications Framework.
- **Bachelor Honours Degree** means undergraduate studies at a Bachelor Honours Level 8 as defined in the Australian Qualifications Framework.

- **Business Day** means, in relation to the doing of any action in a place, any day other than a Saturday, Sunday or a public holiday in that place.
- **Commonwealth** means the Commonwealth of Australia as represented by the Department of Education and Training and includes, where relevant, its officers, employees, contractors and agents.
- **Confidential Information** means information that:
 - (a) is by its nature confidential;
 - (b) is designated by a party as being confidential; or
 - (c) a party knows or ought to know is confidential,
 but does not include in respect of either party, information which:
 - (d) is or becomes public knowledge, other than by breach of this Agreement or any other confidentiality obligation;
 - (e) has been independently developed or acquired by a party as established by written evidence; or
 - (f) is lawfully in the possession of a party without restriction in relation to disclosure before the date of receipt from the other party.
- **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, a person's performance of their role and responsibilities in relation to the NCP Scholarship Program.
- **Course of Study** means a Bachelor or Bachelor Honours Degree.
- **Effective Date** means the date that this Agreement is signed by the last party to do so.
- **Eligibility Requirements** mean the requirements referenced in Schedule 3.
- **Establishment Allowance** means the monetary contribution towards assisting You to establish Yourself in the Host Location(s) as outlined in item D.3.
- **Existing Material** means Material developed independently of this Agreement that is incorporated in or supplied as part of Reporting Material.
- **Fellow** means appointment under the NCP Scholarship Program as a fellow in the Host Location(s) as notified by Us.
- **Fellows Allowance** means (if applicable) the monetary contribution towards Your study materials as outlined in item D.3.
- **Full Time** means for each of the Study Component, Internship Component and Language Training the requirements set out in the Eligibility Requirements.
- **Gap Leave** has the meaning in item G.2.
- **Home University** means the Australian University in which You are enrolled while undertaking Your Scholarship Program and will confer Your degree upon completion.
- **Host Institution(s)** means a university or other education provider set out in Your Scholarship Application Form where You are enrolled for the Study Component in the Host Location(s).
- **Host Location(s)** means the location(s) set out in Your Scholarship Application Form to which You will travel to undertake Your Scholarship Program.
- **Host Organisation** means (as applicable) the organisation(s) set out in Your Scholarship Application Form for which You undertake an Internship Component or a Mentorship in the Host Location(s).
- **Insurance** means the travel and medical insurance policies We will arrange for You set out in item D.7.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Internship Component** means (as applicable) the paid or unpaid professional work experience You undertake with a Host Organisation in Your Host Location(s) as set out in Your Scholarship Application Form, in accordance with the Eligibility Requirements.

- **Language Training** means (as applicable) training undertaken by You as set out in Your Scholarship Application Form in accordance with the Eligibility Requirements.
- **Language Training Provider** means the provider set out in Your Scholarship Application Form with which You will undertake the Language Training Component.
- **Leave of Absence** has the meaning in item G.3.
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Mental Health Allowance** means the monetary contribution towards Mental Health Services You receive as outlined in item D.6.
- **Mental Health Service** means professional counselling to foster a state of well-being, in which You realise Your own abilities, cope with the normal stresses of life, work productively and are able to make a contribution to Your community.
- **Mentorship** means a developmental relationship in which a more experienced or more knowledgeable person helps to guide a less experienced or less knowledgeable person, relevant to work, career, or professional development.
- **NCP Exit Survey** means a survey of returning students to gather data for a number of purposes including, but not limited to, assessing program outcomes, and informing ongoing policy decisions, program management, contract management.
- **NCP Scholarship Program** means the New Colombo Plan Scholarship Program as described in the Background and in the Scholarship Program Guidelines.
- **Party** means You or Us.
- **Permitted Gap** means either Gap Leave, Leave of Absence or a Suspension under item G.
- **Personal Information** has the same meaning as in the *Privacy Act 1988*.
- **Primary Host Location** means where your Scholarship Application Form sets out more than one Host Location, the Host Location that is identified as the primary location.
- **Private Sector Organisation** means Australian, global and local commercial enterprises (businesses) and non-profit organisations, ranging from those in the informal sector to large multinational organisations, which are not owned by or under the direct control of a government. This does not include Host Institutions.
- **Pro rata Calculation** means (the number of days in a calendar month You are entitled to receive the Scholarship Allowance) x $(\$2,500 \times 12 \div 365.25)$.
- **Reporting Material** means all Material which You are required to provide to Us for reporting purposes as specified in the Scholarship Details, or which You otherwise create for the purpose of performing this Agreement.
- **Scholarship Allowance** means the monthly monetary contribution towards Your everyday living costs as outlined in item D.4.
- **Scholarship Application Form** means the application for a Scholarship submitted by You to Us through <https://ncponline.education.gov.au/> as varied from time to time in accordance with clause 6.
- **Scholarship Benefits** means the Travel Allowance, the Establishment Allowance, the Fellows Allowance (if applicable), the Scholarship Allowance, the Tuition Fees, Mental Health Allowance and the Insurance or any part thereof provided by Us to You in accordance with this Agreement, and any other financial or other assistance that We notify You is available based on the individual circumstances of your Scholarship Program, including as provided by Private Sector Organisations.
- **Scholarship Details** means the terms under the heading 'Scholarship Details' in this Agreement.
- **Scholarship Program** means the program details for Your participation in the NCP Scholarship Program as contained in Your Scholarship Application Form.
- **Scholarship Program Commencement Date** is the date in Your Scholarship Application Form on which You commence Your Scholarship Program.

- **Scholarship Program Completion Date** is the date in Your Scholarship Application Form on which You are required to complete Your Scholarship Program or such other later date as agreed in writing by the Parties.
- **Scholarship Program Guidelines** mean the New Colombo Plan Scholarship Program Guidelines 2020 Round available at <https://dfat.gov.au/people-to-people/new-colombo-plan/scholarship-program/Pages/scholarship-program.aspx>.
- **Service Provider** is Scope Global Pty Ltd, or such other third party as We notify to You in writing.
- **Service Provider Case Manager** means the representative of the Service Provider that We notify to You in writing.
- **Scholarship Term** means from Your Scholarship Program Commencement Date to Your Scholarship Program Completion Date, and includes any period of a Permitted Gap.
- **Study Component** means the study component of Your Scholarship Program identified in Your Scholarship Application Form. Each semester or trimester is regarded as a separate Study Component that begins and ends on the relevant dates for the semester or trimester published by the relevant Host Institution.
- **Suspension** has the meaning in item G.4.
- **Travel Allowance** means the monetary contribution towards Your travel expenses as outlined in item D.2.
- **Tuition Fees** means the monetary contribution towards Your tuition fees as outlined in item D.5.

19. Interpretation

19.1 In this Agreement, unless the contrary intention appears:

- words in the singular include the plural and vice versa;
- words importing a gender include the other gender;
- the words includes, including and similar expressions are meant without limitation;
- a reference to a person includes a partnership and a body whether corporate or otherwise;
- clause headings or words in bold format are inserted for convenience only, and have no effect in limiting or extending the language of provisions;
- all references to dollars are to Australian dollars. Where amounts are converted into foreign currency (including where an invoice is paid on Your behalf, or Your eligibility for a reimbursement needs to be determined), the then current exchange rate will be applied, as determined by Us;
- unless stated otherwise, a reference to legislation is to legislation of the Commonwealth, as amended from time to time;
- 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
- 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.

19.2 Unless expressly stated otherwise, We may exercise any right or discretion under this Agreement in Our sole and absolute discretion, without regard to any standard of reasonableness, good faith, or other standard that might be used to challenge the exercise of the right or discretion.

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

Schedule 2 – Privacy Notice and Consent

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

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

Schedule 3 – Eligibility Requirements

1. Your Eligibility

Means the Eligibility Requirements as specified for 'Applicants' in Section 4 of the Scholarship Program Guidelines.

2. Scholarship Program Eligibility

Means the Eligibility Requirements as specified for 'Scholarship Programs' in Section 5 of the Scholarship Program Guidelines.