

Australia Awards-Endeavour Scholarships and Fellowships

International Recipient Agreement

2018 Vocational Education and Training (VET) Scholarship

**2018 AUSTRALIA AWARDS-ENDEAVOUR VOCATIONAL EDUCATION AND TRAINING (VET)
SCHOLARSHIP AGREEMENT**

THIS AGREEMENT made

BETWEEN The Commonwealth of Australia represented by the Department of Education and Training ('Us', 'We' or 'Our') ABN 12 862 898 150 – managed by its Agent: **SCOPE GLOBAL PTY LTD** ACN 054 575 567 of 41 Dequetteville Terrace Kent Town South Australia 5067 email: endeavour@scopeglobal.com ("**Scope Global**")

AND **FULL NAME** _____ of

HOME COUNTRY PERMANENT ADDRESS _____

Contact phone: _____ **email:** _____

Recipient ID Number: _____ ("**You**", "**Your**" and "**Yourself**")

SCHEDULE OF SCHOLARSHIP DETAILS

Item	Title	Description
Scholarship Details		
1.	Scholarship	Title: 2018 Endeavour Vocational Education and Training (VET) Scholarship Scholarship Level: Australian Diploma, Advanced Diploma or Associate Degree
2.	Home Country	
3.	Host Country	Australia
4.	Home Organisation (if applicable)	
5.	Host Organisation(s)	Name: _____ Address: _____ _____ _____ Course coordinator's details: Name: _____ Telephone: _____ Email: _____
6.	Proposed Commencement and End Dates	____/____/____ to ____/____/____ (Day/Month/Year) Note: date will be confirmed by the Host Organisation and can only be varied with the prior written approval of Scope Global.
7.	Maximum Duration Period	2.5 years

8.	Minimum Duration Period	1 year
9.	Reporting Requirements	<ul style="list-style-type: none"> ➤ Annual Host Organisation meeting with contact officer (Conducted by Scope Global) ➤ Provision of Semester Academic transcripts ➤ Final Report submitted at the completion of the Scholarship
Scholarship Payments		
10.	Travel Allowance	\$3,000AUD
11.	Establishment Allowance	\$4,000AUD
12.	Monthly Stipend	\$3,000AUD
13.	Insurance	Travel Insurance Overseas Student Health Cover
14.	Tuition Fees	<p>The Tuition Fees (if any) are subject to the terms and conditions in this Item 14.</p> <p>1. Tuition Fee Allowance</p> <p>1.1 Under Your Scholarship, You are entitled to up to \$6,500AUD per Semester (or \$13,000 per calendar year) as a contribution toward Your tuition fees in performing the Program with Your Host Organisation (“Tuition Fee Allowance”).</p> <p>1.2 Scope Global will pay the Tuition Fee Allowance on Your behalf to the Host Organisation subject to You providing Scope Global with a correctly rendered taxable invoice –from Your Host Organisation- in accordance with <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).</p> <p>1.3 You agree that Scope Global is not required to pay any Tuition Fee Allowance until:</p> <p>1.3.1 all conditions of offer in You Scholarship Offer have been satisfied; and</p> <p>1.3.2 this Agreement has been executed.</p> <p>1.4 If Your tuition fees to perform the Program exceed the Tuition Fee Allowance, You acknowledge and agree that You are responsible for the balance of those tuition fees. You must allow Scope Global to liaise with the Host Organisation to confirm that You have paid and are paying Your tuition fees fully.</p>
15.	Special Conditions (if applicable)	N/A
Other Entitlements		
16.	Paid annual leave	Official institutional breaks between semesters

Signed for and on behalf of Scope Global by:

(Signature)

(Date)

(Name)

(Job Title)

YOUR ACCEPTANCE OF THE SCHOLARSHIP

I accept the Scholarship offered to me and agree to abide by the terms and conditions set out in this Agreement:

(Signature)

(Name)

(Date)

N.B. This Agreement applies to You only. Changes to other Recipients' Agreements, in any cohort (past, present, or future), do not apply to You or affect Your Agreement unless You are formally advised by either Scope Global or the Department.

SAMPLE

TERMS AND CONDITIONS OF 2018 ENDEAVOUR VET SCHOLARSHIP (INCOMING)

Please carefully read the following terms and conditions.

BACKGROUND

- A. The Department has granted You the Endeavour Scholarship/Fellowship specified in Item 1 to complete the Program in Australia (“**Scholarship**”).
- B. Scope Global is engaged by the Department to provide the Services in connection with the Scholarship/Fellowship.
- C. You agree to participate in the Scholarship/Fellowship on the terms set out in this Agreement.

IT IS AGREED as follows

1. **Schedule and Background**

The parties acknowledge that the Schedule and Background clauses are true and form part of this Agreement.

2. **Interpretations and definitions**

Unless qualified by or inconsistent with the context:

- 2.1 reference to a person includes an incorporated or unincorporated body or other association of persons or a governmental agency and vice versa; the singular includes the plural and vice versa;
- 2.2 remove
- 2.3 headings are for convenience of reference and will not affect the interpretation of this Agreement;
- 2.4 this Agreement is written in plain English as far as possible. Its terms are to be interpreted so as to give effect to the parties' agreement. No rule will apply to resolve a doubt as to interpretation of a provision in this Agreement against the party that prepared that provision. The specific provisions will not limit the interpretation of general provisions;
- 2.5 a reference to costs includes legal costs on a full indemnity basis;
- 2.6 the approval or consent of a party means that party's prior written approval or consent. Similar expressions have corresponding meanings;
- 2.7 wherever “include” or “such as” or any form of those words are used, they must be construed as if they were followed by “(without being limited to)”;
- 2.8 a reference to an “Item” means a reference to an item in the Schedule;
- 2.9 a reference to a month means a calendar month;
- 2.10 a reference to \$ is to Australian dollars;
- 2.11 “**Business Day**” means Monday to Friday and is not a public holiday in South Australia. If a thing is to be done on a day which is not a Business Day, it must be done on the next Business Day after that day;
- 2.12 “**Commencement Date**” is the date set out in Item 6 being the date on which You commence the Program as verified by the Host Organisation;
- 2.13 “**Completion of Award**” means the Scholarship end date has been reached and You have successfully completed the Program in your original application, including, but not limited to, submission of your final transcript and Final Report
- 2.14 “**Confidential Information**” means any information of Scope Global, the Department and/or the Host Organisation which is confidential or secret and which pertains to the dealings, transactions, finances or affairs of Scope Global, the Department and/or the Host Organisation. It includes information which is not in the public domain other than as a result of a breach by You of Your obligations of confidentiality under this Agreement and is part of the Intellectual Property;
- 2.15 “**Department**” means the Australian Government Department of Education and Training;
- 2.16 “**Deferral**” means the deferment of the commencement of the term of the Scholarship/Fellowship to a date later than 30 November of the year the Scholarship/Fellowship has been offered. Deferrals will not be permitted. Recipients must commence their approved program after 1 January 2018 but no later than 30 November 2018;
- 2.17 “**End Date**” means the earliest of:
 - 2.17.1 the final exam date/final assessment due date as verified by the Host Organisation;
 - 2.17.2 the date of departure from Host Country;
 - 2.17.3 the expiration of the Maximum Duration Period;
 - 2.17.4 the date of termination of this Agreement pursuant to clause 14;
- 2.18 “**Funds**” means the Travel Allowance, the Establishment Allowance and the Monthly Stipend or any part of them;
- 2.19 Remove;
- 2.20 “**Head Contract**” means the agreement in force from time to time (including any variations to that agreement) between the Department and Scope Global which imposes obligations regarding post selection support to recipients of the Endeavour Scholarships and Fellowships and other services for the management of the Scholarships and Fellowships;
- 2.21 “**Home Country**” is specified in Item 2;
- 2.22 “**Home Organisation**” is specified in Item 4;
- 2.23 “**Host Country**” is specified in Item 3;
- 2.24 “**Host Organisation**” is specified in Item 5;
- 2.25 “**Insurance**” means the policies of insurance Scope Global will arrange for You in accordance with the Department's requirements as specified in Item 13. It is Your responsibility to obtain any additional insurance not covered by these policies except as otherwise provided in this Agreement. If You remain in Australia at the end of Your Scholarship period, You will be responsible for your own OSHC twenty-eight (28) days after Your end date;
- 2.26 “**Intellectual Property**” includes all know-how, business methods, systems, procedures, databases, drawings, plans, processes, formulae, artwork, designs, logos, technology and records owned by Scope Global, the Department and/or the Host Organisation and all patents, copyright, designs, trade marks (whether or not registered), business and company names, domain names, Confidential Information and trade secrets owned by Scope Global, the Department and/or the Host Organisation;

- 2.27 "Level 4 Area" means an area assessed by the Australian Department of Foreign Affairs and Trade as an area to which Australians are advised not to travel;
- 2.28 "Maximum Duration Period" and "Minimum Duration Period" are specified in Items 7 and 8 respectively and are the maximum and minimum duration periods in which You can complete the Program from the Commencement Date;
- 2.29 "Personal Information" is given the same meaning as given in the *Privacy Act 1988* (Cth) as amended or replaced from time to time;
- 2.30 "Pre-departure Briefing Pack" means the documents that are provided to You prior to Your departure and contains information relevant to Your participation in the Scholarship/Fellowship including the documents titled "*Briefing Pack*", "*Guide to Australia*" and "*Insurance Pack*". Unless otherwise expressly provided by this Agreement the provisions of the Pre-departure Briefing Pack do not form terms of this Agreement;
- 2.31 "Pre-departure Briefing Session" means a session held in person or online by the Department and/or Scope Global prior to Your departure providing information relevant to Your participation in the Scholarship.
- 2.32 "Program" means the study, research or professional development activities for which You have been granted the Scholarship;
- 2.33 "Schedule" means the Schedule of Scholarship/Fellowship Details commencing at page 2 of this Agreement;
- 2.34 "Scholarship/Fellowship Duration" means the period over which You complete Your Program starting from the Commencement Date.
- 2.35 "Scholarship/Fellowship Offer" means the letter of offer for the Scholarship which You received from the Department including the conditions in that letter of offer;
- 2.36 "Services" means the support and administrative services provided to You by Scope Global pursuant to this Agreement, including the payment of the Funds;
- 2.37 "Suspension" means a period of hiatus which must not exceed beyond the Maximum Duration Period. The Department may temporarily suspend Your Program when it is deemed appropriate to do so. Monthly stipends are not payable during periods of suspension;
- 2.38 "Tuition Fees" are specified in Item 14 and are the payments made on Your behalf to the Host Organisation depending upon the Scholarship; and
- 2.39 "VEVO" means the Visa Entitlement Verification Online (VEVO) system maintained by the Commonwealth Government Department of Immigration and Border Protection.

3. Special Conditions

This Agreement is subject to any special conditions as set out in Item 15 ("**Special Conditions**"). In the event of any inconsistency between the Special Conditions and any other term of this Agreement the Special Conditions prevail subject to the Head Contract.

4. The Term

This Agreement is binding and effective from the day both parties have signed this Agreement until the End Date ("**Term**").

5. Scope Global's obligations

5.1 Scope Global's pre-departure obligations

Prior to Your departure to Australia, Scope Global will:

- 5.1.1 provide You with the Pre-departure Briefing Pack;
- 5.1.2 provide You with advice and assistance with matters relating to Your Scholarship/Fellowship such as travel, accommodation, insurance, health services and other pre-departure information (as requested);
- 5.1.3 arrange the Insurance subject to clause 2.25;
- 5.1.4 arrange (if You require) initial accommodation for You for the first 7 days You are in Australia at Your cost ("**Initial Accommodation Costs**") (see clause 10.2.4);
- 5.1.5 pay to You the Travel Allowance in accordance with clause 9; and
- 5.1.6 comply with the *Privacy Act 1988* (Cth) and "*Information Privacy Principles*" (as amended or replaced from time to time) when handling any Personal Information.

5.2 Scope Global's ongoing obligations

During the Term, Scope Global will:

- 5.2.1 pay to You the Establishment Allowance and Monthly Stipend subject to and in accordance with the terms of this Agreement;
- 5.2.2 pay to the Host Organisation the Tuition Fees
- 5.2.3 continue to comply with its obligations in clause 5.1.6;
- 5.2.4 provide You with assistance in connection with Your participation in the Scholarship/Fellowship including maintaining regular contact with the Host Organisation and monitoring Your academic transcripts, progress reports and final reports.

6. Your obligations

6.1 Your pre-departure obligations

Prior to Your departure to Australia, You agree to:

- 6.1.1 provide Scope Global with such evidence as it reasonably requires to show that You have been accepted by the Host Organisation to undertake the Program;
- 6.1.2 organise Your own visa and travel arrangements to Australia and provide such evidence and consents as Scope Global requests to confirm these arrangements including consent to access the VEVO system;
- 6.1.3 satisfy all pre-conditions as stipulated in the Scholarship/Fellowship Offer;
- 6.1.4 conduct Your own independent inquiries about the risks involved in overseas travel, and to Australia;
- 6.1.5 ensure that any area in which You will perform the Program is not a Department of Foreign Affairs (DFAT) Level 4 (Do Not Travel) Area;
- 6.1.6 attend or participate in a pre-departure briefing session
- 6.1.7 do all things as reasonably necessary to assist Scope Global in carrying out its obligations in clause 5.1;

- 6.1.8 provide any written consents which Scope Global might require to procure the release of Your Personal Information from Your Host Organisation;
 - 6.1.9 comply with any reasonable directions given to You by Scope Global; and
 - 6.1.10 undertake the program which was outlined in Your successful application. Any changes to activities or the addition of activities not outlined in Your successful application must be approved by Scope Global and the Department prior to the activity taking place.
 - 6.1.11 remain enrolled in Your PhDs program outlined in Your successful application.
- 6.2 You agree that You will only depart to Australia upon and subject to the written approval from Scope Global that all of the obligations pursuant to clause 6.1 have been met to Scope Global's satisfaction.
- 6.3 **Your obligations upon arrival in Australia and ongoing obligations**
- Upon Your arrival in Australia and during the Term, You agree to:
- 6.3.1 contact Scope Global within 48 hours of Your arrival in Australia;
 - 6.3.2 comply with the conditions in the Scholarship/Fellowship Offer;
 - 6.3.3 comply with the requirements and conditions in the *Endeavour Scholarships and Fellowships 2018 Round Applicant Guidelines*;
 - 6.3.4 comply with all laws in Australia;
 - 6.3.5 comply with any reasonable directions given to You by Scope Global in relation to Your participation in the Scholarship;
 - 6.3.6 behave in a manner appropriate to Your position as an ambassador for the Scholarship/Fellowship, and not act in a way that the Department or Scope Global consider may bring the Endeavour Scholarships and Fellowships Program into disrepute;
 - 6.3.7 provide Scope Global with any consents and comply with any requests to communicate with Your Host Organisation regarding Your participation in the Scholarship/Fellowship including the release of any Personal Information;
 - 6.3.8 obtain Scope Global's and/or the Department's approval for any changes to Your Program;
 - 6.3.9 comply with Your reporting requirements set out in Item 9 ("**Reporting Requirements**");
 - 6.3.10 not hold any scholarships or grants without Scope Global's approval;
 - 6.3.11 not in any way encumber, mortgage, place a charge over or pledge a lien over the Scholarship/Fellowship or the Funds;
 - 6.3.12 be a citizen or permanent resident of the Home Country at all times;
 - 6.3.13 publicly acknowledge the assistance received from Scope Global and the Department when appropriate. This includes endorsing any media and press releases at the request of the Department;
 - 6.3.14 be responsible for insurance costs not covered by the Insurance;
 - 6.3.15 be responsible for any and all costs not expressly covered by this Agreement;
 - 6.3.16 reside in Australia, and not travel outside of Australia, for the Term except as approved by Scope Global;
 - 6.3.17 not travel to any DFAT Level 4 (Do Not Travel) Area for any reason whatsoever during the Term except as approved by Scope Global;
 - 6.3.18 comply with any directions and advice given by Scope Global regarding Your security including attending any briefings Scope Global considers necessary for You to attend and the evacuation or exclusion from any area Scope Global considers a risk to Your security;
 - 6.3.19 at all times meet the requirements of Your Australian visa;
 - 6.3.20 disclose to Scope Global (within 24 hours) any information You receive, observe or reasonably become aware of which may bring Scope Global, the Endeavour Scholarship/Fellowship program, or the Department into disrepute;
 - 6.3.21 comply with the rules of the Host Organisation;
 - 6.3.22 notify Scope Global within 24 hours of any changes to the details of Your emergency contact;
 - 6.3.23 notify Scope Global within 3 Business Days of any changes to Your personal contact details or other circumstances or information that may affect Your participation in the Scholarship/Fellowship including any intended travel plans, and/or any changes in the identity of the supervisor of Your Program;
 - 6.3.24 provide to Scope Global any information pertaining to the Scholarship and Your participation in the Scholarship/Fellowship within 3 Business Days of Scope Global's request for such information;
 - 6.3.25 if You have been granted approval by Scope Global to participate in employment in Australia, provide Scope Global with details about Your employment including confirmation that You are able to work in Australia, Your tax file number, the employer's name, address and contact details; and
 - 6.3.26 maintain regular contact with Scope Global, at least once a month or more frequently as directed by Scope Global by email, telephone or letter during the Term including during any period of suspension pursuant to clause 13.
- 6.4 Clause 6.3 and all its sub-clauses are essential obligations ("**Essential Obligations**") under this Agreement and any breach or failure by You to comply with any of the Essential Obligations will entitle Scope Global to all rights and remedies available to it in respect of breach of or failure to comply with an Essential Obligation which may include immediate termination of this Agreement pursuant to clause 14.
- 6.5 **Your obligations on the End Date**
- You agree to:
- 6.5.1 confirm with Scope Global at least 1 month before the End Date whether You will return to Your Home Country and when You will do so;
 - 6.5.2 advise Scope Global of Your arrival in Your Home Country within 48 hours of Your return; and
 - 6.5.3 do all other things which Scope Global reasonably directs.

7. Consent to Access VEVO

- 7.1 Upon acceptance of this Agreement You consent to Scope Global accessing Your personal information on VEVO at any time and on as many occasions as Scope Global sees fit during the period of this Agreement for the purpose of:
 - 7.1.1 assessing Your eligibility for the provision of support services from Scope Global;
 - 7.1.2 determining Your eligibility to stay in Australia;
 - 7.1.3 determining Your residence status (including any travel by You outside of Australia during the Term);
 - 7.1.4 determining Your immigration status; and/or
 - 7.1.5 determining whether You hold the correct visa type.
- 7.2 The information which will be obtained by Scope Global on VEVO in accordance with this clause is information regarding the status of any visa application made by You.
- 7.3 You acknowledge that if Scope Global discovers through accessing VEVO that You are not in Australia at any time during the Term without Scope Global's approval (in breach of clause 6.3.17), Scope Global may terminate this Agreement immediately in accordance with clause 15.
- 7.4 You acknowledge that if You are not entitled to be in Australia at any time, the Commonwealth may use any information it obtains as a result of Scope Global accessing Your personal information on VEVO to locate You.
- 7.5 You acknowledge that if We, through accessing VEVO, become aware that You are no longer eligible to undertake the program, We will notify the appropriate agencies, *i.e.* Department of Immigration and Border Protection.

8. Funds

- 8.1 Scope Global agrees to pay to You the Funds set out in this Agreement in accordance with and subject to the terms of this Agreement or as otherwise directed by the Department.
- 8.2 The Funds must only be used for the purposes as set out in this Agreement and for no other purposes whatsoever.
- 8.3 For the avoidance of doubt, if a payment of the Funds by Scope Global is to be made on a day which is not a Business Day, it will be done on the next immediate Business Day.
- 8.4 The Funds referred to in this Agreement represent the maximum amounts payable to You by Scope Global in respect of Your participation in the Scholarship/Fellowship.
- 8.5 You are responsible for any and all other costs and expenses associated with Your participation in the Scholarship/Fellowship including the costs and expenses of any family members.

9. Travel Allowance

- 9.1 Scope Global will pay You the amount specified in Item 10 as a contribution for Your travel and related expenses:
 - 9.1.1 to Australia to commence the Scholarship/Fellowship; and
 - 9.1.2 for Your return to Your Home Country on the successful completion of the Scholarship/Fellowship ("**Travel Allowance**").
- 9.2 At its discretion, Scope Global may pay You the Travel Allowance:
 - 9.2.1 as a lump sum no earlier than 6 weeks prior to Your departure to Australia; or
 - 9.2.2 in 2 payments for all travel expenses as follows:
 - (a) 50 per cent of the Travel Allowance no earlier than 6 weeks prior to Your departure to Australia; and
 - (b) subject to clause 9.3.3, 50 per cent of the Travel Allowance for Your travel expenses to Your Home Country no earlier than 6 weeks before Your departure from Host Country but not later than 6 months after the End Date. Your Travel Allowance cannot be paid until all Award Requirements have been met unless otherwise approved by the Department.
- 9.3 Payment of the Travel Allowance (or any part of it):
 - 9.3.1 will be made into a nominated Australian bank account unless otherwise approved by Scope Global;
 - 9.3.2 is subject to You:
 - (a) obtaining confirmation of placement/enrolment from Your host;
 - (b) obtaining a valid visa; and
 - (c) signing this Agreement and Scope Global providing its written approval pursuant to clause 6.2;
 - 9.3.3 in clause 9.2.2(b) is subject to You providing Scope Global, within 6 months after the End Date, with satisfactory documentary evidence of Your intent to return to Your Home Country. You will forfeit this part of the Travel Allowance if You fail to satisfy Scope Global of Your intent to return to Your Home Country within this 6 month period.
 - 9.3.4 will be forfeited if You:
 - (a) withdraw from the program – for any reason;
 - (b) do not meet the Award Requirements within six (6) months of the end date; or
 - (c) become a permanent resident of Australia after the End Date but prior to departing Australia.

10. Establishment Allowance

- 10.1 Scope Global will pay You the amount specified in Item 11 as a fixed lump sum payment to assist You in establishing Yourself in residential and academic comfort in Australia ("**Establishment Allowance**").
- 10.2 Payment of the Establishment Allowance:
 - 10.2.1 will be made on confirmation of Your arrival in Australia but no earlier than 2 weeks before the Commencement Date;
 - 10.2.2 will be made into a nominated Australian bank account established in Your name unless otherwise approved by Scope Global;
 - 10.2.3 is subject to You signing this Agreement and Scope Global providing its written approval pursuant to clause 6.2; and
 - 10.2.4 if Scope Global has organised the initial accommodation pursuant to clause 5.1.4, the total Establishment Allowance payable will be the amount specified in Item 11 less the Initial Accommodation Costs.

11. Monthly stipend

- 11.1 Scope Global will pay You the amount specified in Item 12 during the Term in accordance with this clause 11 to provide support for Your everyday living costs during the Term such as accommodation, transport, food and entertainment ("**Monthly Stipend**").
- 11.2 Payment of the Monthly Stipend is subject to Scope Global receiving written confirmation of Your safe arrival in Australia and written confirmation from the Host Organisation of the Commencement Date.
- 11.3 Unless otherwise provided in this clause 11, the Monthly Stipend will be paid by Scope Global into Your nominated Australian bank account on the 15th day of each month during the Term. The Monthly Stipend will consist of a payment of half month in arrears and half month in advance.
- 11.4 For the avoidance of doubt, the maximum amount payable per month for the Monthly Stipend is the amount referred to in Item 12.
- 11.5 The first Monthly Stipend payment will be calculated using the Pro Rata Calculation for the number of days from the Commencement Date (inclusive) to the final day of that first month (inclusive) and paid by Scope Global on the 15th day of the following month together with that month's Monthly Stipend. To avoid doubt, if the 15th falls on a weekend or public holiday in South Australia, the payment will be made the following Business Day.
- 11.6 The final Monthly Stipend payment will be calculated using the Pro Rata Calculation for the number of days from the first day of that final month (inclusive) to the End Date (inclusive) and paid by Scope Global on the 15th day of that final month.
- 11.7 If You are not entitled to the whole Monthly Stipend during a month of the Term for any reason whatsoever (other than as provided in clauses 11.5 and 11.6), the Monthly Stipend You are entitled to in that month will be calculated using the Pro Rata Calculation and will be paid on the 15th day of the following month.
- 11.8 In this clause 11, the "**Pro Rata Calculation**" means:

(number of days You are entitled to receive the Monthly Stipend) x (Monthly Stipend x 12 ÷ 365.25)

12. Leave

- 12.1 You are only entitled to paid recreation leave as specified in Item 16 with prior written approval by Scope Global.
- 12.2 You are only entitled to personal leave during the Term with prior written approval by Scope Global for matters such as:
- 12.2.1 illness and wellbeing;
 - 12.2.2 compassionate/bereavement leave;
 - 12.2.3 family or carer's leave; or
 - 12.2.4 issues relating to security and safety
- ("Personal Leave").
- 12.3 Leave entitlements may not be taken in advance.
- 12.4 Leave entitlements for Scholarship Recipients are to a maximum of ten (10) Business Days of Personal leave for every twelve (12) months on program and accrued pro-rata for durations less than twelve (12) months. Personal Leave may not be rolled over between Program years and will be forfeited when a Program is terminated or on reaching the Program End Date.
- 12.5 Leave must not result in:
- 12.5.1 the Maximum Duration Period being exceeded; and
 - 12.5.2 any additional costs to the Department for Your Scholarship/Fellowship.
- ("Annual Leave")
- 12.6 You may take annual leave during institutional breaks only and only after completion of all exams and/or submission of all assignments for the preceding semester.
- 12.7 If You have previously failed a unit and been granted permission to continue on your Scholarship, you will be unable to take leave during the mid-semester break until you have made up the failed unit.

13. Suspension

- 13.1 Without affecting its rights to terminate this Agreement pursuant to clause 14, Scope Global may seek the Department's approval to suspend the Scholarship and payment of the Funds in full or in part immediately and subject to any conditions which Scope Global reasonably determines if:
- 13.1.1 You have not complied with a term of this Agreement; or
 - 13.1.2 You have ceased performing the Program for any period of time or Scope Global has reason to believe that You cannot perform the Program for any period of time, including non-performance due to medical reasons.
- 13.2 A suspension period is a period of hiatus which must not exceed beyond the Maximum Duration Period.
- 13.3 You will not be paid any Funds during a period of suspension and You will have no claim for any Funds not paid to You during a period of suspension.
- 13.4 In the event a suspension period exceeds one (1) month You may be required by Scope Global to return to Your Home Country at Your cost.
- 13.5 In case of suspension on medical grounds, You may resume the Program once You have provided Scope Global with any evidence satisfactory to Scope Global that You are able to resume performance of the Program. Scope Global may request any relevant evidence such as a medical examination and a medical report by a medical practitioner approved by Scope Global. All such costs will be borne by You (unless otherwise approved by Scope Global) and the final decision as to Your resuming the Program is entirely a matter of Scope Global's discretion.
- 13.6 A period of suspension will not cease except with the prior written approval of Scope Global.

14. Termination

- 14.1 Scope Global may terminate this Agreement immediately if:
- 14.1.1 the Department revokes the Scholarship;
 - 14.1.2 the Head Contract expires or is terminated;
 - 14.1.3 a suspension pursuant to clause 14 continues for a period of 6 months or more;
 - 14.1.4 You withdraw from the Scholarship;
 - 14.1.5 You engage in unauthorised income-producing activities;

- 14.1.6 You travel to a Level 4 Area unless approved by Scope Global pursuant to clause 6.3.17;
- 14.1.7 a Force Majeure Event occurs pursuant to clause 15;
- 14.1.8 You fail to make satisfactory academic progress (if applicable);
- 14.1.9 You fail to comply with any directions given by Scope Global specifically relating Your security pursuant to clause 6.3.18;
- 14.1.10 You apply for citizenship or permanent residency status in Australia;
- 14.1.11 You breach an Essential Obligation; clause 6.3 and 6.4 refers;
- 14.1.12 You otherwise commit a breach of this Agreement such as would reasonably justify immediate termination of this Agreement;
- 14.1.13 You complete the Program before the Minimum Duration Period;
- 14.1.14 You do not complete the Program within the Maximum Duration Period; or
- 14.1.15 You receive a notice from Scope Global directing You to rectify a breach of this Agreement and You do not rectify the breach within 14 days of receipt of the notice.
- 14.2 You may terminate this Agreement by withdrawing from the Program.
- 14.3 If this Agreement is terminated pursuant to this clause 14:
 - 14.3.1 Scope Global will cease paying the Funds to You;
 - 14.3.2 Scope Global will cease to pay any Tuition Fees to Your Host Organisation
 - 14.3.3 You will cease working on the Program if requested by Scope Global; and
 - 14.3.4 You will be liable to repay part or all of the Funds that You have received under this Agreement and part or all of the Tuition Fees paid to Your Host Organisation under this Agreement. Such Funds and Tuition Fees are recoverable by Scope Global as a debt immediately due and payable.
 - 14.3.5 If you remain in Australia after withdrawal from Your Scholarship or if Your Scholarship is revoked by the Department, You will be responsible for your own insurance arrangements five (5) days from the termination date.
- 15. **Force majeure**
Scope Global will not be liable for its inability to perform its obligations under this Agreement as a result of an act of God, national emergency, war, prohibitive governmental regulations, labour dispute or any other cause beyond Scope Global's reasonable control ("**Force Majeure Event**").
- 16. **Release and indemnity**
 - 16.1 You agree and acknowledge that it is Your decision and at Your own risk that You accept the Scholarship/Fellowship and undertake to perform the Program.
 - 16.2 You release Scope Global, the Department, any related entities (within the meaning of the *Corporations Act 2001* (Cth), officers, workers, contractors and agents ("**Relevant Parties**") from all actions, claims, damages, costs and losses whatsoever arising directly or indirectly in any way relating to any death, injury, loss or damage suffered or incurred by You in connection with this Agreement, the Scholarship or the Program and whether due to any action or inaction by the Relevant Parties.
 - 16.3 You agree to indemnify the Relevant Parties against any claim, action, proceeding, demand, cost, damage, loss, expense or liability made against the Relevant Parties or any of them due to a breach by You of the terms of this Agreement.
- 17. **Assignment**
 - 17.1 You will not assign any of the rights or obligations under this Agreement either wholly or in part.
 - 17.2 Scope Global may assign all its rights under this Agreement to the Department.
- 18. **Intellectual Property**
 - 18.1 You acknowledge that Scope Global and the Department own or will own all Intellectual Property in or associated with the Scholarship.
 - 18.2 You will comply with:
 - 18.2.1 all Intellectual Property policies of the Host Organisation; and
 - 18.2.2 all Intellectual Property laws of Australia and Your Home Country.
- 19. **Confidentiality**
 - 19.1 Except as otherwise expressly provided in this Agreement:
 - 19.1.1 all Confidential Information received by You must be kept confidential and may only be used by You for the purpose of performing Your obligations under this Agreement; and
 - 19.1.2 You may not make any announcement to any person other than the officers and employees of Scope Global, the Department, and/or the Host Organisation concerning this Agreement without Scope Global's or the Department's approval.
 - 19.2 Despite the preceding provisions of this clause 19, You may disclose Confidential Information:
 - 19.2.1 to Your professional advisers for the purpose of obtaining advice; or
 - 19.2.2 if required by law.
 - 19.3 Unless prevented by law, You will notify Scope Global, the Department, and/or the Host Organisation of the disclosure prior to such disclosure or if prior notice is not possible, then as soon as reasonably possible after that disclosure.
 - 19.4 You hereby consent to Scope Global disclosing information pertaining to You personally and/or in relation to Your Scholarship/Fellowship to:
 - 19.4.1 the Host Organisation;
 - 19.4.2 the Department;
 - 19.4.3 the Home Organisation;
 - 19.4.4 Your emergency contacts given to Scope Global from time to time; and/or
 - 19.4.5 any other person in respect of whom Scope Global considers disclosure is necessary.

for the purpose of performing its obligations under this Agreement.

20. **Waiver**

20.1 The failure by Scope Global to insist upon Your strict performance of any of the terms of this Agreement will not be deemed a waiver of any term or a breach by Scope Global of any term of this Agreement.

20.2 A waiver of any term of this Agreement by a party must be in writing executed by that party or one of its duly authorised officers or lawyers.

21. **Further assurances**

The parties will promptly do everything necessary or desirable even if not expressly stated in this Agreement, to ensure that the terms of this Agreement are fully carried into effect.

22. **Variations**

22.1 You acknowledge that:

22.1.1 pursuant to the Head Contract, Scope Global is subject to the directions of the Department for the administration of Your Scholarship/Fellowship. From time to time Scope Global may be directed by the Department to vary its obligations to You under this Agreement; and

22.1.2 it may be necessary in the circumstances for Scope Global to vary the terms and conditions of this Agreement. This includes variations in relation to payment of the Funds.

22.2 Any proposed amendment or variation to this Agreement and/or the Program by Scope Global will be made in writing to You.

22.3 Any request for an amendment or variation by You to this Agreement, the Program or any travel itinerary will be made in writing to Scope Global by using/submitting the official Variation Request form.

22.4 Scope Global reserves the right unconditionally to refuse any amendments or variations requested by You pursuant to sub-clause 22.3.

22.5 Any agreement by Scope Global to a request in sub-clause 22.3 must be in writing.

23. **Severability**

Every provision of this Agreement will be deemed severable as far as possible from the other provisions of this Agreement. If any provision is found to be void, illegal or unenforceable for any reason, it will be deemed to be severed and omitted from this Agreement. This Agreement with the offending provision severed and omitted and with any consequential amendment if necessary, will otherwise remain in full force.

24. **Notices**

Any notice or notification to be given by one party to any other must be signed by the party giving the notice or by one of its officers or its duly authorised lawyer or agent and must be hand delivered or sent by prepaid post or electronic mail to the address, electronic mail address (as the case may be) and will be deemed sufficiently given:

24.1 in the case of hand delivery, on the date of delivery;

24.2 in the case of prepaid post, three (3) Business Days after being sent by prepaid post; or

24.3 in the case of electronic mail, on day of transmission provided that the sender can give evidence of transmission and the intended recipient does not give evidence of non-receipt. It is best practice to acknowledge emails – a simple 'Received' would suffice.

25. **Warranties**

You warrant that:

25.1 all information which You provided in Your application to the Department to obtain the Scholarship/Fellowship is true and correct;

25.2 You have read and fully understand this Agreement and You have had the opportunity to obtain Your own separate legal advice in relation to this Agreement;

25.3 You have received and read the Pre-departure Briefing Pack and fully understand its contents;

25.4 You have read and fully understand the Scholarship/Fellowship Offer;

25.5 You have made Your own independent inquiries about the risks involved in overseas travel and to Australia including reading the Australian Government's website: <http://www.smartraveller.gov.au>; and

25.6 You have satisfied all conditions as stipulated in the Scholarship/Fellowship Offer.

26. **Governing law**

This Agreement is to be construed according to South Australian laws and the parties submit themselves to the jurisdiction of the Courts of South Australia and any competent appellate courts.

27. **Entire agreement**

This Agreement contains the entire agreement between the parties in respect of the subject matter of this Agreement. This Agreement supersedes any prior agreement or understanding (if any) between the parties and there is no collateral or other form of agreement between the parties in relation to the subject matter of this Agreement.

28. **Costs**

28.1 The parties will pay their own costs in respect of this Agreement.

28.2 In the event that You breach this Agreement You agree to pay all costs incurred by Scope Global in consequence of that breach but without limit to any other rights or remedies which Scope Global may have as a result of that breach.

29. **Counterparts and effectiveness**

29.1 This Agreement may be executed in counterparts and all counterparts taken together will constitute one and the same instrument. Scope Global may accept as satisfactory evidence of Your execution of this Agreement a copy of the signed Agreement sent by electronic transmission. In such case, You must produce the original to Scope Global as soon as reasonably practicable thereafter.

29.2 This Agreement will only come into effect and be binding on the parties when it is duly executed by both parties.

30. **Relationship of parties**

Nothing in this Agreement will be construed as constituting a party as the partner, joint venturer, employee or agent of the other party.

31. **Survival**

If this Agreement is terminated for any reason whatsoever, any rights or obligations that are of a continuing nature in this Agreement in favour of Scope Global will remain in full force and effect after the End Date and none of them will prejudice, merge, waive or otherwise affect any such right or obligation.

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