New Zealand Scholarship Conditions

You must agree to fully comply with the following conditions as determined by The Ministry of Foreign Affairs and Trade (MFAT):

1. Study programme

   I acknowledge and agree that:

   1.1 I must take up the scholarship in the year for which it is offered.

      1.1.1 I understand that only in exceptional situations, and where the new study programme is consistent with the human resource development needs in my country, the start date may be deferred. In this event, I must receive the prior written approval from MFAT, and my home government where relevant, to defer the start date of my scholarship. I agree that the Scholarship Offer will be withdrawn if I have not commenced study at the end of any deferral period.

      1.1.2 if I become pregnant prior to my departure for New Zealand, I will consult with the Education Institution or the relevant New Zealand Diplomatic Post regarding the option to defer my scholarship until after the pregnancy.

   1.2 I have noted and consider appropriate my approved study programme and Education Institution stipulated on page 1 of this Scholarship Offer and I agree that my study programme must not be changed without the prior written approval of MFAT. I understand that changes to study programmes are approved only in exceptional situations.

   1.3 I will not transfer to a different study programme or education institution without the prior written approval of MFAT. I understand that a transfer is only approved in exceptional situations. If MFAT approves a transfer, I understand that:

      1.3.1 I will be responsible for any costs resulting from the transfer, for example, moving or accommodation costs.

      1.3.2 if the minimum time required to complete the new study programme is less than the remaining time of my scholarship, the scholarship duration will be reduced accordingly and I will no longer be entitled to remain in New Zealand until the original end date specified in this Scholarship Offer. I am aware that the immigration authorities will be advised of this change.

   1.4 if I need a shorter period for study than that stipulated in this Scholarship Offer, the length of my scholarship will be shortened accordingly and I will no longer be entitled to remain in
New Zealand until the original end date specified in this Scholarship Offer. I am aware that the immigration authorities will be advised of this change.

1.5 my scholarship will not be extended to cover a study programme that is for a longer duration than what is stated on page 1 of this Scholarship Offer, except in exceptional circumstances. Any request for an extension must be approved by MFAT in accordance with MFAT processes and is also dependant on the Education Institution recommending that I will successfully complete the study programme.

1.6 my scholarship will not be extended to cover a study programme that is for a higher level than what is stated on page 1 of this Scholarship Offer, except in exceptional circumstances. Any request for an upgrade to a higher level qualification must be approved by MFAT.

2 Satisfactory progress
I acknowledge and agree:

2.1 to regularly attend classes (where applicable) and undertake my approved study programme full-time;

2.2 to sit all exams and complete assessments that are compulsory course requirements;

2.3 to comply with the regulations of the Education Institution and meet all of the academic requirements;

2.4 to undertake any preparatory programme as required by the Education Institution;

2.5 to achieve satisfactory academic progress in my studies in accordance with the continuation criteria set by MFAT and the Education Institution or my scholarship may be ended;

2.6 that I may be placed on probation if my academic progress is not satisfactory and does not meet the conditions set out in paragraph 2.5 above and that I will be required to meet certain conditions by the end of that semester. If I do not meet the probation conditions, my scholarship will be ended.

3 Personal conduct
I acknowledge and agree:

3.1 to advise MFAT and my Education Institution of any changes to my circumstances, between the date of my application and my arrival in New Zealand, that might affect my scholarship (e.g. applying for residency or citizenship of another country, becoming engaged to be married, becoming pregnant, changing employment, or no longer having the endorsement of my employer, referee, or home country government);

1 Agreement from the Education Institution to defer the start date of the study programme is also required before approval for a scholarship deferral can be confirmed.

2 ‘Study programme’ refers to the approved qualification, and the field and level of study. It also includes any preparatory, English language, bridging or qualifying programme or work attachment, specified in the placement offer.
3.2 to act in a manner that will not bring disrepute to my home country, New Zealand, MFAT, my Education Institution, my family or myself during the term of my scholarship;
3.3 to obey the laws of New Zealand;
3.4 to maintain an acceptable standard of conduct while in New Zealand, as specified by the Code of Student Conduct in the New Zealand Aid Programme Scholarship Student Handbook, and as specified by the Code of Student Conduct issued by my Education Institution;
3.5 that the New Zealand Government is not responsible for any of my actions during the term of my scholarship;
3.6 to ensure that the Education Institution has a current record of my residential and postal address while in New Zealand, and the New Zealand Diplomatic Post is provided with my home country contact details on my return home;
3.7 that I will not apply for or receive any other scholarship funding for tuition during my scholarship;
3.8 to inform either the international student adviser at my Education Institution or the New Zealand Diplomatic Post in my country of study of any circumstances that may affect the status of my scholarship; and
3.9 to inform either the international student adviser at my Education Institution or the New Zealand Diplomatic Post in my country of study of any academic or personal issues (e.g. serious illness, incapacity, death in the family, complaints or allegations made against me or a police investigation into my conduct) that may affect my ability to continue satisfactorily with my scholarship, or to complete my scholarship within the original duration.

4 Withdrawal from Scholarship
I acknowledge and agree:

4.1 that I may elect to withdraw from the scholarship by notifying in writing the international student adviser at my Education Institution or the New Zealand Diplomatic Post in my home country.
4.2 that if I withdraw from the scholarship at any time after my arrival in New Zealand, that this will constitute the completion of my study programme and that I will be required to return to my home country as described in Section 12.

5 Visa requirements
I acknowledge and agree that I will comply with the conditions of my visa and that:

5.1 I and my accompanying spouse or partner and any dependant children will not apply for permanent residency of any country during the scholarship period (and acknowledge my
scholarship will be terminated at the date of the application for residency), or within two years of scholarship completion;

5.2 I and my accompanying spouse/partner and dependent children (if relevant) will not apply to change the status of my visa or permit, without the prior written consent of MFAT;

5.3 I will keep my visa/permit current for the duration of my study and ensure that my passport is valid for at least six months longer than my expected scholarship completion date; and

5.4 I will be responsible for ensuring that my spouse or partner and any dependant children hold valid visas and that their passports remain valid for at least six months longer than my expected scholarship completion date.

6 Dependants

I acknowledge and agree:

6.1 to satisfy Immigration New Zealand requirements for entry to New Zealand for myself and my dependants;

6.2 to care for my family while they are in New Zealand and ensure adequate financial support for them; and

6.3 to ensure that my dependant school-aged children, are enrolled in a primary or secondary school (as is required by New Zealand law), as domestic students.

7 Sharing information

I authorise MFAT to collect, use and disclose personal information about me in accordance with the New Zealand Privacy Act 1993 for the following purposes (where necessary, MFAT may also collect, use and disclose personal information about my dependants in accordance with the Act for the following purposes):

7.1 the exchange of information (including the provision or collection of academic results) between MFAT, Management Services Contractors (MSCs) and the Education Institution, and/or the New Zealand Qualifications Authority or other qualifications authorities, my home government, or the New Zealand Diplomatic Post, for the purposes of placement and for monitoring my scholarship;

7.2 the disclosure of details of my scholarship to my home government or (or to other agencies and MSCs) for the purposes of the on-going administration, management and monitoring of my study and scholarship;

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3 Dependants are defined in this Scholarship Offer as “spouse/partner or dependant children”. For the definitions of “partner” (including spouse) and “dependant children” please contact Immigration New Zealand.
7.3 the disclosure of academic results or other personal information to such organisations approved by MFAT for the purpose of statistical analysis or research in monitoring and evaluating MFAT scholarships;

7.4 the exchange of information between MFAT and immigration authorities (e.g. Immigration New Zealand or immigration authorities in my home country), including information to enable MFAT to calculate benefits or repayment of any debt, to monitor continuing eligibility for assistance, or to exchange information about visa or other immigration applications made by myself or my dependants.

7.5 the exchange of information between MFAT and the New Zealand Inland Revenue Department, including information to enable MFAT to calculate benefits or repayment of any debt, or to monitor continuing eligibility for assistance;

7.6 information regarding medical examinations and police/character checks required by the New Zealand Government for the purpose of assessing my eligibility for a visa;

7.7 the exchange of information between MFAT or the Education Institution and any health or insurance provider for international students and, in respect of dependants (if any), with education authorities and schools where needed;

7.8 any personal or academic information, as may be deemed relevant, to or from other agencies;

7.9 providing my name and contact details to persons wishing to arrange publicity, social or other activities for MFAT funded awardees and/or to persons forming alumni or associations of awardees educated in New Zealand;

7.10 assisting with the monitoring and evaluation of the scholarships scheme while on scholarship or following completion of my scholarship; and

7.11 informing, if relevant, my dependants of the disclosure of information about them, as described above.

I understand that under the New Zealand Privacy Act 1993 I may access and correct personal information about me that has been collected and held by MFAT.

8 First point of contact

In accepting a Scholarship Offer, I understand that any requests for information or advice about this scholarship and study programme should in the first instance be directed to the Education Institution.

9 Scholarship entitlements

I understand MFAT will fund the following entitlements:

9.1 travel from my closest home departure port (air, sea or bus terminal) to the city of an international airport in my home country nominated by MFAT;
9.2 a standard economy class air ticket for me by the most direct and economical air travel route between an international airport in my home country nominated by MFAT and an airport in New Zealand close to the Education Institution where I will study;

9.3 airport reception and accommodation on arrival;

9.4 an establishment allowance;

9.5 a weekly living supplement to contribute towards basic living expenses for the duration of my scholarship;

9.6 the full cost of tuition fees including compulsory enrolment, orientation and student union fees (course related costs are excluded);

9.7 a return, standard economy class air ticket if I am eligible for reunion travel or home leave entitlements (as determined by MFAT);

9.8 insurance which includes health care and travel cover;

9.9 for PhD awardees and Masters awardees where research comprises 120 credits or more of the Masters programme and as authorised by MFAT; a research and thesis allowance, and provision for overseas fieldwork travel to the home country, if relevant; and

9.10 at the completion of my scholarship, an economy class air ticket for me by the most direct and economical air travel route from the international airport closest to my Education Institution to an international airport in my home country, nominated by MFAT;

9.11 travel from the city of an international airport (nominated by MFAT) in my home country to my closest home arrival port (air, sea or bus terminal).

10 **Academic monitoring, support and pastoral care**

I acknowledge and agree that the Education Institution will:

10.1 regularly monitor my academic progress and provide this information to MFAT and, where relevant, to my home government;

10.2 provide the necessary instruction, services and facilities so that I can complete the approved study programme within the minimum specified time;

10.3 provide appropriate academic support and pastoral care for the duration of my studies, see the Education (Pastoral Care of International Students) Code of Practice 2016; and

10.4 provide a reasonable amount of tutorial assistance where needed to achieve satisfactory academic progress.

11 **Scholarship deferral**

I acknowledge and agree that:

11.1 if needed, and with the prior approval of MFAT, the Education Institution will defer my scholarship in exceptional circumstances.
11.2 I will obtain approval to commence study from MFAT and from my Education Institution three months before the end of the deferral period.

11.3 during periods of deferral, scholarship entitlements will cease and I will be required to return to my home country.

11.4 that the Scholarship Offer will be withdrawn if I have not recommenced study at the end of the deferral period.

12 Completion of study

I acknowledge and agree that:

12.1 I (and my spouse or partner and any dependant children) will leave New Zealand within 14 days of completion of my study programme and return directly to my home country for a minimum period of two years, in order to utilise the knowledge I have gained through my scholarship to contribute toward the social and/or economic development of my home country;

12.2 I (and my spouse or partner and any dependant children) will not apply for a visa (excluding a short term visitor visa) to re-enter New Zealand within two years of scholarship completion;

12.3 I will not submit an application for a work permit for any country during the course of my scholarship (and acknowledge my scholarship will be ended at the date of application for a permit), or within two years of scholarship completion; and

12.4 if I or my spouse or partner or any dependant children breach paragraphs 12.1, 12.2 or 12.3 I will be required to refund to the New Zealand Government the total cost of my scholarship, including GST if any. Any such refund will be a debt payable to the New Zealand Government and payment will be enforceable under New Zealand law (see paragraph 14.1).

13 MFAT ending scholarship

I acknowledge and agree that:

13.1 MFAT will end my scholarship if I fail to meet any requirements of this Scholarship Offer, (including any of these Conditions of Scholarship).

13.2 In the case of MFAT ending my scholarship, I will be required to depart for my home country within 14 days of the end date, or at a time agreed with MFAT in case of an extraordinary event. I understand that the relevant immigration authorities will be notified.

13.3 In the case of MFAT ending my scholarship, my visa may no longer be valid. The cost of return travel to my home country will be met by MFAT provided that I leave New Zealand within the agreed timeframe. My stipend payments will finish on the arranged date of departure from New Zealand.
13.4 In the case of MFAT ending my scholarship, should I not depart for my home country within the agreed timeframe, I will forfeit all scholarship entitlements, including the airfare. I will be required to refund to the New Zealand Government the total cost of my scholarship, including GST if any. Any such refund will be a debt payable to the New Zealand Government and payment will be enforceable under New Zealand law (see paragraph 14.1).

14 Debt to New Zealand Government

14.1 I acknowledge and agree that if I incur a debt to the New Zealand Government, the amount of the debt will equal the total cost of my scholarship including actual tuition fees, airfares, allowances, stipends and other costs paid by the New Zealand Government to me or on my behalf in relation to my scholarship.

14.2 Should I incur a debt to the New Zealand Government, I undertake to discharge fully that debt by either:

14.2.1 returning home and working for a period of two years in my home country; or

14.2.2 repaying in full the total amount of the debt.

14.3 The law of New Zealand will apply to this agreement between the New Zealand Government and myself.

Further information relating to New Zealand Aid Programme Scholarships is on the Ministry of Foreign Affairs and Trade website: https://www.mfat.govt.nz/scholarships/