

## Scholarship Conditions

By accepting the Letter of Scholarship Offer you are agreeing to comply with the following Ministry of Foreign Affairs and Trade (MFAT) Scholarship Conditions which constitutes a legally binding agreement between you and the New Zealand Government:

### 1. Your study programme

I acknowledge and agree that:

- 1.1 the term of my scholarship commences on the date that I sign my Letter of Scholarship Offer, and ends on the 14<sup>th</sup> day following completion of my study programme which is either the date of:
  - 1.1.1 my final class; or
  - 1.1.2 my final exam; or
  - 1.1.3 my final assignment; or
  - 1.1.4 my thesis submission, in accordance with my study plan; or
  - 1.1.5 withdrawal; or
  - 1.1.6 termination.
- 1.2 I will undertake the approved study programme outlined on the first page of the Letter of Scholarship Offer, which includes the main qualification in the field and level I intend to take and all preparatory, English language, bridging or qualifying programmes or work attachments where relevant;
- 1.3 I will commence the scholarship and my study programme at the Education Institution on the date(s) set out in the Letter of Scholarship Offer;
- 1.4 if I am studying towards a PhD or Masters by thesis, my research plan must align to the dates of my study programme and be within my scholarship term in New Zealand;
- 1.5 if for any reason, the period of time required to complete my study is less than that stipulated in this Scholarship Offer, the term of my scholarship will be amended to meet that time required to complete my study. This will affect my visa status and means that, as I am no longer required to be in New Zealand to study, I will return to my home country within 14 days of that amended time. I am aware that the immigration authorities will be advised of this change.
- 1.6 my scholarship will not be extended or upgraded to cover a study programme that is for a higher level than what is stated on page 1 of this Scholarship Offer.
- 1.7 any extension to my study programme will only be considered in exceptional circumstances.

## **2. Scholarship entitlements**

I understand that MFAT will fund the following scholarship entitlements:

- 2.1 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;
- 2.2 travel under a standard economy class air ticket for me by the most 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;
- 2.3 airport reception and accommodation on arrival;
- 2.4 an establishment allowance;
- 2.5 a weekly living supplement to contribute towards basic living expenses for the duration of my scholarship;
- 2.6 the full cost of tuition fees including compulsory enrolment, orientation and student union fees (course related costs are excluded);
- 2.7 a return, standard economy class air ticket, for me by the most economical air travel route, if I am eligible for reunion travel to my home country, as determined by MFAT;
- 2.8 insurance which includes health care and travel cover;
- 2.9 for PhD students and Masters students 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;
- 2.10 travel under a standard economy class air ticket from New Zealand to the city of an international airport in my home country nominated by MFAT;
- 2.11 travel from the city of an international airport in my home country nominated by MFAT to my closest home departure port (air, sea or bus terminal).

## **3. First point of contact**

I acknowledge and agree that any requests for information or advice about this scholarship and study programme should in the first instance be directed to the Education Institution's International Student Officer.

## **4. Making satisfactory progress**

I acknowledge and agree that:

- 4.1 I will comply with the regulations of the Education Institution and meet all of the academic requirements for my approved study programme;

- 4.2 I will undertake any preparatory programme as required by the Education Institution;
- 4.3 I will attend all classes (which may include, but is not limited to, lectures, tutorials, laboratories and fieldtrips where applicable) and undertake my approved study programme full-time;
- 4.4 I will sit all exams and complete all assessments that are compulsory course requirements;
- 4.5 I will achieve satisfactory academic progress in my studies in accordance with the continuation criteria set by MFAT and the Education Institution;
- 4.6 I will report all instances if I am not reaching the milestones in my thesis or research study plan, where I am studying towards a PhD or Masters qualification to the Education Institution's International Student Officer;
- 4.7 I will immediately report any failed course components to the Education Institution's International Student Officer;
- 4.8 I will not withdraw from or change the course components in my study programme without the approval of the Education Institution's International Student Officer;
- 4.9 I will adhere to all conditions of any scholar support plan I am issued; and
- 4.10 if I do not meet the requirements that are set out in 4.1 to 4.9 above, MFAT may terminate my scholarship.

I acknowledge and agree that the Education Institution will:

- 4.11 regularly monitor my academic progress and provide this information to MFAT and, where relevant, to my home government;
- 4.12 provide the necessary instruction, services and facilities so that I can complete my study programme within the specified time;
- 4.13 provide a reasonable amount of academic support where needed to achieve satisfactory academic progress;
- 4.14 provide appropriate pastoral care for the duration of my studies; see the Education (Pastoral Care of International Students) Code of Practice 2016.

I acknowledge and agree that:

- 4.15 only in exceptional circumstances, and with the prior approval of MFAT, the start date of my scholarship may be deferred;
- 4.16 only in exceptional circumstances, and with the prior approval of the Education Institution, my scholarship may be deferred during my study programme;

- 4.17 I will obtain approval to resume study within the period specified in my deferral approval letter;
- 4.18 during periods of deferral, scholarship entitlements will cease and I must return to my home country;
- 4.19 my scholarship will be terminated if I have not resumed study at the end of the deferral period.

## **5. Withdrawal from Scholarship**

I acknowledge and agree that:

- 5.1 provided my scholarship is not in the process of being terminated under condition 6, I may request to withdraw from the scholarship by notifying in writing the Education Institution's International Student Officer and MFAT;
- 5.2 a withdrawal from my scholarship constitutes completion of my study and condition 10 will apply.

## **6. Termination of Scholarship**

I acknowledge and agree that:

- 6.1 MFAT may terminate my scholarship if I fail to meet any of the requirements of my scholarship, including where a pattern of my behaviour shows, when considered cumulatively, that I am not meeting either the requirements of my scholarship or the expectations of the Education Institution's International Student Officer;
- 6.2 if MFAT terminates my scholarship:
  - 6.2.1 my visa will no longer be valid;
  - 6.2.2 I must return to my home country within 14 days of the termination date, or at a time agreed with MFAT in case of an extraordinary event, 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;
  - 6.2.3 the cost of economy class standard fare air ticket to my home country will be met by MFAT provided that I leave New Zealand within the required 14 day timeframe; and
  - 6.2.4 my stipend payments will end on the date of departure from New Zealand.

- 6.3 if MFAT terminate my scholarship and I do not depart for my home country within the required 14 day timeframe:
- 6.3.1 I will forfeit all remaining scholarship entitlements, including the cost of return travel to my home country; and
  - 6.3.2 the total cost of my scholarship, including GST if any will be a debt payable to the New Zealand Government and payment will be enforceable under New Zealand law.
- 6.4 if MFAT terminate my scholarship and I do not remain in my home country for a minimum period of two years, the total cost of my scholarship, including GST if any will be a debt payable to the New Zealand Government and payment will be enforceable under New Zealand law.
- 6.5 this condition 6 (Termination of Scholarship) survives the term of my scholarship.

## **7. Personal conduct**

I acknowledge and agree:

- 7.1 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;
- 7.2 to obey the laws of New Zealand;
- 7.3 to maintain an acceptable standard of behaviour as determined by my Education Institution; including acting with honesty and with integrity at all times in regards to my personal and academic conduct, including when submitting assignments, providing information to my Education Institution and when accessing and using Education Institution systems;
- 7.4 to treat other students, university staff, MFAT staff, and the public with respect;
- 7.5 to immediately advise MFAT and my Education Institution of any changes of circumstances that arise that may impact on my ability to complete my study programme, before and during my scholarship, and that might affect my scholarship;
- 7.6 that I am responsible for any of my or my dependants' actions during the term of my scholarship;
- 7.7 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;

7.8 that I will not apply for or receive any other scholarship funding for basic living costs or tuition during my scholarship.

I acknowledge and agree to not engage in behaviour that:

7.9 damages the reputation of the scholarship programme, my home country, New Zealand, MFAT, my family or myself;

7.10 is disruptive to other students at my institution or to the local community;

7.11 results in, or can be reasonably expected to result in, damage to property of any person;

7.12 is violent, threatening, or intimidating, or constitutes harassment of a person or group;

7.13 that if I do not meet the requirements that are set out in 7.1 to 7.12 above MFAT may terminate my scholarship.

## **8. Visa requirements**

I acknowledge and agree:

8.1 I will not apply to change the status of my visa, without the written approval of MFAT;

8.2 I will keep my visa 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;

8.3 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;

8.4 I and my accompanying spouse or partner and any dependant children will not apply for any form of 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;

8.5 that if I do not meet the requirements that are set out in 8.1 to 8.4 above MFAT may terminate my scholarship.

8.6 this condition 8 (Visa requirements) survives the term of my scholarship.

## **9. Dependants<sup>1</sup>**

I acknowledge and agree:

- 9.1 to satisfy Immigration New Zealand requirements for entry to New Zealand for myself and my dependants;
- 9.2 to care for my family while they are in New Zealand and ensure adequate financial support for them, including obtaining appropriate insurances;
- 9.3 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.

## **10. Completion of study**

I acknowledge and agree that:

- 10.1 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;
- 10.2 I (and my spouse or partner and any dependant children) will not apply for any form of visa (excluding a short term visitor visa) to re-enter New Zealand within two years of scholarship completion;
- 10.3 I will not apply for a work permit or permanent residency for any country within two years of scholarship completion;
- 10.4 if I or my spouse or partner or any dependant children breach paragraphs 10.1 to 10.2, or I breach paragraph 10.3, the total cost of my scholarship, including GST if any will be a debt payable to the New Zealand Government and payment will be enforceable under New Zealand law. (see paragraph 11.1).
- 10.5 this condition 10 (Completion of Study) survives the term of my scholarship.

## **11. Debt to New Zealand Government**

I acknowledge and agree that:

- 11.1 I will incur a debt to the New Zealand Government if:

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<sup>1</sup> 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.

- 11.1.1 I do not return to my home country within the time specified in these Scholarship Conditions; and
- 11.1.2 I do not remain in my home country for a minimum period of two years at the end of my scholarship.
- 11.2 that where I incur a debt to the New Zealand Government, the amount of the debt is 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.
- 11.3 I undertake to fully discharge the debt by either:
  - 11.3.1 immediately returning home for a period of two years in my home country; or
  - 11.3.2 repaying in full the total amount of the debt.
- 11.4 the law of New Zealand will apply to this agreement between the New Zealand Government and myself;
- 11.5 this condition 11 (Debt to New Zealand Government) survives the term of my scholarship.

## **12. 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 and appropriate in the circumstances, MFAT may also collect, use and disclose personal information about my dependants in accordance with the Act for the following purposes):

- 12.1 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, monitoring my scholarship and alumni activities;
- 12.2 the disclosure of details of my scholarship to my home government (or to other agencies and MSCs) for the purposes of the on-going administration, management and monitoring of my study and scholarship;
- 12.3 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;
- 12.4 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 dependant;

- 12.5 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;
- 12.6 information regarding medical examinations and police/character checks required by the New Zealand Government for the purpose of assessing my eligibility for a visa;
- 12.7 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;
- 12.8 any personal or academic information, as may be deemed relevant, to or from other agencies;
- 12.9 using my name, contact details, image, personal information (including but not limited to academic information) for the purposes of publicising the MFAT scholarships scheme, arranging publicity, social or other activities for MFAT funded awardees and/or to form alumni or associations of awardees educated in New Zealand or providing my name, image and contact details to other persons to facilitate the same; and
- 12.10 assisting with the monitoring and evaluation of the scholarships scheme while on scholarship and any time after completion of my scholarship, which shall be at the discretion of MFAT;
- 12.11 informing, if relevant, my dependants of the disclosure of information about them, as described above;
- 12.12 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;
- 12.13 this condition 12 (Sharing Information) survives the term of my scholarship.