



Australian Government

Department of Foreign Affairs and Trade

Commonwealth Scholarship Agreement New Colombo Plan Scholarship Program

between the Commonwealth represented by
the Department of Foreign Affairs and
Trade

and

the New Colombo Plan Scholar
2026

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Scholarship Agreement

Parties to this Agreement

The Commonwealth of Australia represented by the Department of Foreign Affairs and Trade, RG Casey Building
John McEwen Crescent, Barton ACT 0221 Australia ('Us', 'We' or 'Our') ABN 47 065 634 525.

AND

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

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

Background

- The New Colombo Plan Scholarship Program ('NCP Scholarship Program') provides scholarships to Australian undergraduate students to undertake a Study Component, Language Training Component and an Internship Component and/or Mentorship Component in an eligible Host Location in the Indo-Pacific region. Scholars are encouraged to participate in community engagement and advocacy in relation to the NCP Scholarship Program.
- The Department of Foreign Affairs and Trade (DFAT) administers the NCP Scholarship Program on behalf of the Commonwealth, and has responsibility for program management, strategic leadership and policy setting, managing the NCP Scholarship Program's budget, business liaison, Internships, mentorships, public diplomacy and Alumni. DFAT administers the NCP Scholarship Program according to the Commonwealth Grants Rules and Principles 2024 ('CGRPs').
- 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.
- You agree to comply with this Agreement, including by undertaking Your Scholarship Program in accordance with this Agreement and complying with the NCP Code of Conduct (see Schedule 4).
- 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 Case Manager is Your primary point of contact with Us.
- The Service Provider executes this Agreement as Our agent and on Our behalf.

Scholarship Details

A. Scope of this Agreement

- A.1.1 The Commonwealth has agreed to enter this Agreement under which the Commonwealth will provide You with one or more Grants for the purpose of assisting the You to undertake Your Scholarship Program.

You agree to use each Grant and undertake Your Scholarship Program in accordance with this Agreement.

By signing this document, You agree to all of the terms of this Agreement, which includes this document, Your Scholarship Application 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 20 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-H 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 this Agreement 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 the program that you outlined in Your Scholarship Application Form, which has been approved by Us.
- B.1.2 Any changes sought by You to Your Scholarship Program (including to confirm or change the Study Component, Language Training Component, Internship Component or Mentorship Component) must be submitted to Us as a variation and is subject to Our approval in accordance with the process in Clause 0 of Schedule 1. Variations will only be approved in compelling/exceptional circumstances.
- B.1.3 During the Scholarship Term, You must ensure that in accordance with the Eligibility Requirements at Schedule 3:
- (a) You remain eligible under the Guidelines, and
 - (b) Your Scholarship Program remains eligible under the Guidelines.
- B.1.4 At all times during the Scholarship Term, You must:
- (a) comply with:

- i. all laws of Australia and of any location to which You travel;
 - ii. the Guidelines of the round in which your scholarship was awarded;
 - iii. any applicable rules or policies of the Host Institution(s), and of any Host Organisation(s) and Language Training Provider;
 - iv. where course attendance requirements are not identified in Host Institution rules or policies, You must attend/engage all classes/courses offered including assessment/s;
 - v. the NCP Code of Conduct (see Schedule 4);
 - vi. the NCP Media and Publication Guidelines (see Schedule 5); and
 - vii. this Agreement; and
- (b) only travel using Your Australian passport;
- (c) obtain, hold and comply with the requirements of appropriate visa(s) to undertake study, Internships or Language Training for the Host Location(s) and any other location which You visit during the Scholarship Term, as required by the relevant visa-issuing / immigration authorities (advice on visas must be sought in a timely manner and must only be sought from Your Host Location's immigration authorities, not from any other source);
- (d) not without Our approval:
- i. leave your Host Location(s) (see the process for approval in B.4.2 and B.4.3); or
 - ii. engage in any volunteering, employment, business activities (including start-ups), activities generating income, internships, or mentorships whether paid or unpaid – any engagement in such activities requires Our pre-approval;
- (e) not pause Your Scholarship Program to undertake another scholarship, other study (other than Components), mobility project, internship or business opportunity;
- (f) acknowledge that it is the shared responsibility of all adults to prevent child exploitation and abuse, and that You must comply with relevant policies and laws:
- i. as a condition of your participation, You must comply with DFAT's Child Protection Policy , accessible at: <https://www.dfat.gov.au/international-relations/themes/child-protection/child-protection>;
 - ii. You understand that We may conduct a review of Your compliance with DFAT's Child Protection Policy. We will give reasonable notice (at least fourteen (14) days) to You and You must at Your own cost participate co-operatively in any such review;
 - iii. You must immediately report to childwelfare@dfat.gov.au any suspected or alleged case of child exploitation, abuse, harm or policy non-compliance related to this Agreement and the NCP Scholarship Program; and
 - iv. in reporting to DFAT as required pursuant to B.1.4(f)(iii), You must comply with the *Privacy Act 1988* (Cth) and the privacy principles in the Child Protection Incident Notification Form, accessible at: <https://www.dfat.gov.au/sites/default/files/child-incident-notification-form.pdf>.

- (g) acknowledge that You will not tolerate sexual exploitation, abuse or harassment, and:
- i. in implementing Your obligations under this Agreement, You agree to comply with DFAT's Preventing Sexual Exploitation, Abuse and Harassment (**PSEAH**) Policy accessible at <https://www.dfat.gov.au/international-relations/themes/preventing-sexual-exploitation-abuse-and-harassment> and are obligated to conduct Yourself in a professional, ethical and transparent manner consistent with the requirements of the PSEAH Policy;
 - ii. Your obligations under DFAT's PSEAH Policy, including PSEAH reporting obligations, are accessible at: <https://www.dfat.gov.au/international-relations/themes/preventing-sexual-exploitation-abuse-and-harassment>;
 - iii. We may conduct a review of Your compliance with DFAT's PSEAH Policy. We will give reasonable notice to You and You must at Your own cost participate co-operatively in any such review; and
 - iv. if We find that You have failed to comply with DFAT's PSEAH Policy, You must promptly, and at Your cost, take such actions as are required to ensure compliance with DFAT's PSEAH Policy;
- (h) ensure that all Your Components comply with the requirements in the Guidelines;
- (i) arrange all Your Components by contacting the relevant Host Institution or Host Organisations and liaising with Your Home University;
- (j) obtain approval from Your Home University for the Study Component, Internship Component and Language Training Component that are credit-bearing to Your Bachelor Degree, Bachelor Honours Degree or concurrent diploma at Your Home University;
- (k) declare any actual, perceived or potential Conflict of Interest in undertaking Your Scholarship Program or in other activities in the Host Location or other locations, by writing to Your Service Provider Case Manager or to the NCP Secretariat;
- (l) subject to Clause B.4.2 and B.4.3, not travel outside of Your Host Location for personal travel or any personal activity while undertaking a Component – to ensure continuity of Your Scholarship Program and the immersive nature of Your NCP Scholarship Program experience;
- (m) remain enrolled in at least one Bachelor Degree, Bachelor Honours Degree or a concurrent diploma at an Australian campus of an Australian University, until completion of all Components of Your Scholarship Program;
- (n) not undertake any Component at an offshore campus of a university established or headquartered outside the Host Location (for example, an offshore campus of a third location university) with the exception of Australian University offshore campuses that are able to offer a genuinely immersive experience;
- (o) not undertake any Component at a university established or headquartered outside the Indo-Pacific;
- (p) when proposing to undertake Language Training, provide:
- i. evidence that Language Training will be undertaken in the same Host Location as a Study Component or a Full Time Internship Component; and

- ii. evidence that the language is an official language, or a commonly spoken language or dialect (other than English), of Your Host Location;
- (q) when arranging any Component, arrange it directly with the local Host Institution, not through a third-party Service Provider. DFAT may provide approval to engage a non-profit consortia-based academic Service Provider in some DFAT priority Host Locations. All invoices for Tuition Fees must be issued by, and will be paid to, the local Host Institution or to a non-profit consortia-based Service Provider with DFAT's prior approval; and
- (r) undertake any Language Component as identified in the Scholarship Application Form.

NOTE: A 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 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 engagement 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 community on their return.
- B.2.2 You must:
 - (a) comply with Clause 2 Schedule 1 in respect of any Material You publish in connection with this Agreement or Your Scholarship Program;
 - (b) not act in a way that We consider may bring into disrepute the NCP Scholarship Program, the Australian Government, Your Home University, Your Host Organisation, Your Host Institution or the government(s) of Your Host Location(s), including through Your use of social media;
 - (c) ensure that, while undertaking Your Scholarship Program or related community involvement and advocacy, Your behaviour and actions support the aims of the NCP Scholarship Program and contributes in a positive way to Australia's relationship with Your Host Location(s) and the region;
 - (d) exercise sound judgement and caution in Your use of social media; and
 - (e) not use Your status as a participant in the NCP Scholarship Program to suggest that the Australian Government has endorsed Your business, Your employment or Your personal views, or that You are employed or otherwise engaged by the Australian Government.
- B.2.3 In relation to any public comments, including via social media, media engagement, public speaking or publishing, You must:
 - (a) not suggest that You represent the Australian Government, that Your views are those of the Australian Government or that You have authority to speak on behalf of the Australian Government, including:
 - i. not representing yourself as a current or past employee of the Department of Foreign Affairs and Trade; or
 - ii. not using the Department of Foreign Affairs and Trade and Australian Government logos, including in your email signature.

- (b) not comment on or report on issues in a way capable of:
 - i. being interpreted as representing the views of the Australian Government; or
 - ii. bringing into disrepute the NCP Scholarship Program, the Government of Australia, Your Home University, Your Host Organisation, Your Host Institution or the government of Your Host Location(s);
- (c) acknowledge Your participation in the NCP Scholarship Program, supported by the Australian Government, and refer to yourself as 'a New Colombo Plan Scholar' or 'a New Colombo Plan Fellow' (if applicable); and
- (d) contact the Service Provider Case Manager within 24 hours if:
 - i. any public comment You make results in media coverage;
 - ii. You have made private comments to representatives of the media capable of being interpreted as representing the views of the Australian Government or bringing the NCP Scholarship Program or the entities referred to in Clause B.2.3(b)(ii) into disrepute; or
 - iii. You have 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 provides support services to You during the Scholarship Term, including providing program management, advice and guidance, as well as operational and administrative assistance in order to assist You to undertake Your Scholarship Program. Your Service Provider Case Manager is Your primary point of contact for all matters in relation to Your Scholarship Program and 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 must:

- (a) maintain regular contact with the Service Provider Case Manager by email 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, to discuss the status of Your Scholarship Program, ensure compliance with any administrative requirements, raise any issues impacting your completion of Your Scholarship Program, and confirm Your welfare;
- (b) ensure that the Service Provider Case Manager can contact You via a mobile phone number that you are to provide on commencement of your Scholarship Program. This contact number must be available for use in case of an emergency and where We need to make contact urgently to ensure your personal safety and/or welfare. The number you provide must enable Us to contact You at all times while You are in the Host Location(s), except as otherwise approved by the Service Provider Case Manager 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 Your personal contact details, including address;
 - iii. any changes to the details of Your emergency contact;

- iv. any failure by You to comply with the terms of this Agreement; or
 - v. becoming aware of any information which may bring You, the Service Provider, the NCP Scholarship Program, or Us into disrepute;
- (d) notify the Service Provider Case Manager within three Business Days after:
- i. 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 (for scholars undertaking Honours Degrees), any significant health or welfare 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 three 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. provide information;
 - iv. communicate with Your Host Institution(s), Host Organisation(s) or Language Training Provider; or
 - v. enable the release of Your Personal Information and academic results by a third party to Us or the Service Provider.
- (f) Comply with reasonable requests from the Service Provider Case Manager in relation to Your Scholarship Program within the time specified by the Service Provider Case Manager in the event of being instructed to evacuate a location.

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 five continuous days. You are responsible for informing the Service Provider Case Manager at least one month in advance or, where the need to travel is urgent, no less than three Business Days in advance, prior to undertaking travel requiring overnight stays away from your normal place of residence. 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) to enable Us to manage situations of incidents or emergencies.
- B.4.2 Subject to B.1.4(l), for travel within the Host Location of more than five 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 one month in advance, or where the need to travel is urgent no less than three 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 You must notify/obtain approval (as applicable) before 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 show evidence of approval from Your Host Institution, Host Organisation or Language Training Provider and not be absent from Your Study Component, Language Training or Internship. Your Service Provider Case Manager's approval under item B.4.2 will not be unreasonably withheld.

B.4.4 You are responsible for conducting Your own independent inquiries and keeping yourself 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 during Your Scholarship Term, including by subscribing to the relevant travel advice on the Smartraveller website (www.smartraveller.gov.au), obtaining travel medical advice from a clinic specialising in travel medicine (including any necessary vaccinations) including a medical / health clearance, stating fitness to travel and live overseas to undertake the NCP Scholarship Program and a plan to manage any pre-existing conditions, and ensuring that adequate safety precautions have been put in place prior to departure from Australia;
- (b) must complete a risk assessment that is approved by Your Home University for each Host Location, that identifies risks and mitigation strategies relevant to the location, activities to be undertaken and Your personal circumstances, and submit to Your Service Provider Case Manager for approval at least 6 weeks in advance of Your arrival date in the location, as per the requirements set out in B.5.1(a)(vii);
- (c) must work with Your Home University to update Your risk assessment to reflect any additional Host Locations or Components during Your Scholarship Program, and have the risk assessment approved by Your Home University and Service Provider Case Manager at least six weeks prior to departure to the new Host Location or commencement of the new Component;
- (d) 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;
- (e) 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;
- (f) must in the event of a crisis in the Host Location or any international travel location register Your personal details on the Smartraveller registration service, when activated on the Smartraveller website during an overseas crisis; and
- (g) must liaise with the Service Provider Case Manager, the relevant Australian diplomatic mission and Your Home University in the event of any serious risk to Your safety or wellbeing during the Scholarship Term.

B.4.5 In addition to the above requirements, You must ensure that You have read and understood the Insurance coverage and emergency assistance support available to You, as set out in the NCP Insurance Policy, paying particular attention to exclusions under the policy which includes general medical exclusions such as for illness or injury caused or contributed to by a pre-existing condition, or ongoing treatment of a pre-existing condition (see Item D7). An NCP Scholar Insurance Handbook will be provided to You which provides details on how You can access emergency assistance support through the designated emergency assistance provider, as part of Insurance coverage for the NCP. You may need to get additional insurance for Your

personal needs and particularly in the case that you undertake activities that are not covered by the NCP Scholarship Program Insurance policy, but which you have approval from your Service Provider Case Manager to undertake, taking account of risk mitigation strategies.

- B.4.6 You must install the Insurance Provider's emergency app through which you can access 24/7 emergency assistance services and advice on Your mobile phone and keep Your location updated at all times while You are in Your Host Location, including for any travel within or outside of Your Host Location.
- B.4.7 You must seek permission and give the required notice for all travel within and outside the Host Location to Your Service Provider Case Manager to ensure that Your location is known at all times, appropriate risk management measures are in place, and You can be easily contacted, including in case of an emergency. Failure to comply with this requirement compromises the Service Provider's ability to provide suitable safety, security and risk management services and is a breach of Your Agreement. Failure to comply with this requirement may compromise Your entitlement to Insurance under the relevant policy terms.

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. received/in possession of 'confirmation of placement acceptance' from the host institution or home university, Your Language Training Provider (if any), and or Your Host Organisation(s) (if any);
 - ii. obtained appropriate visa/s from the Host Location(s)' immigration authorities which will enable You to undertake Your Scholarship Program (it is Your responsibility to organise and pay for all required visas for Your Scholarship program), noting You may require different visas for Your Study Component, Language Training Component, Internship Component and/or Mentorship Component;
 - iii. understood the immigration and visa requirements in every Host Location for each Component of Your Scholarship Program;
 - iv. provided a copy of the visa from the immigration authorities to Your Service Provider Case Manager (advice on visas must only be sought from Your Host Location's immigration authorities, not from any other source) (note that it may take several months to process and issue the visa);
 - v. completed all mandatory Pre-Departure Training;
 - vi. organised travel arrangements to the Host Location(s);
 - vii. completed a risk assessment that has been developed with and approved by Your Home University and submitted to Your Service Provider Case Manager for final approval at least 6 weeks prior to travel. Some higher risk locations may require consultation with DFAT before approval is granted, so more time will be required to complete and approve those risk assessments. Your Service Provider Case Manager will advise You of risk assessment requirements during Your initial contact, including if Your Host Location is classed as a higher risk location, and will include Your Home University in all correspondence relating to Your risk assessment;

- (b) obtained and submitted, prior to departure from Australia, a medical / health clearance, stating fitness to travel and live overseas to undertake Your Scholarship Program and a plan to manage any pre-existing conditions, from a clinic specialising in travel medicine (including any necessary vaccinations) (this plan is to be included in the risk assessment). In some circumstances, a travel clinic may require additional information from your regular medical practitioner/s. You are responsible for any cost of the medical assessment and any vaccinations.
- (c) provide Us with a copy of the identification page of Your Australian passport; and
- (d) confirm with Us and receive written acknowledgement from Us that all of Your pre-departure obligations in B.5.1 have been met.

B.5.2 You must advise Us of the date of Your return to Australia, at least one month before Your Scholarship Program Completion Date.

B.5.3 You must commence your first Program Component at Your Primary Host Location. Commencing with a Secondary Host Location may be approved in compelling/exceptional circumstances. The maximum number of Secondary Host Locations is one and the Secondary Host Locations must align with NCP objectives and be coherent with the objectives of the rest of Your Scholarship Program.

C. Term of this Agreement

C.1.1 This Agreement starts on the Effective Date and, unless terminated by Us under Clauses 17 or 18 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 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 that 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 the Service Provider 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 five Business Days after receipt by the Service Provider of written evidence that You have incurred the relevant expense or are otherwise entitled to payment under this item D. Your Service Provider Case Manager will advise on suitable evidence, which may include receipts, invoices, bank statements that confirm payment, and letters of enrolment.

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 and access to medication for existing medical conditions, and 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), Language Training Provider or non-profit consortia-based academic Service Providers that has not been approved prior to the scholar engaging the service provider or that exceed 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; and
- (f) any travel and accommodation costs incurred by You for travel to any Secondary Host Location. No additional Travel Allowance will be paid other than the Travel Allowance mentioned in item D.2. No additional Establishment Allowance will be paid for travel to any Secondary Host Location.

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 or professional performance by You in Your Scholarship Program.

D.2 Travel Allowance

D.2.1 Subject to items D.2.2 and D.2.3, We will pay You a Travel Allowance of:

- (a) \$1,500 towards Your travel expenses from Australia to Your first Host Location to commence Your Scholarship Program (including domestic travel to an international airport for departure, and visa costs); payable within and no more than six weeks prior to Your confirmed departure date; and
- (b) \$1,500 towards Your travel expenses from the relevant Host Location to return directly to Australia at the end of Your Scholarship Program. This allowance is only for travel from Your Host Location directly to Australia occurring prior to the expiry of 14 days after Your Scholarship Program Completion Date, during which time You must make arrangements to leave Your Host Location, except in compelling/exceptional circumstances and with DFAT's prior agreement. We will only pay this travel allowance once you have returned to Australia and We have confirmed receipt of your Final Report and Experience Survey and all required documents related to completion of Your study and Language Training. This Travel Allowance will not be payable if You do not travel directly back to Australia within 14 days of Your Scholarship Program Completion Date, for example if You decide to undertake personal leisure travel to other locations on the way back to Australia. The insurance coverage is also only valid in the Host Location and for direct travel back to Australia within 14 days. If You do not travel directly back to Australia within 14 days of Your Scholarship Program Completion Date, or if You undertake personal leisure travel on Your way back to Australia in other locations, DFAT and the Service Provider will not be liable for any loss, damage, illness or injury incurred during this leisure travel.

D.2.2 Before We pay You any Travel Allowance stipulated in item D.2.1(a), You must complete all pre-departure requirements and training and provide a risk assessment, in accordance with item B.4.4.b, approved by Your Home University.

D.2.3 Before We pay You any Travel Allowance stipulated in item D.2.1(b), You must:

- (a) provide Your Service Provider Case Manager with a confirmed return travel itinerary or e-ticket to Australia;
- (b) complete Your Final Experience Survey which includes a Final Report on your overseas Scholarship Program and provide feedback on Your experience; and
- (c) provide all required documents related to completion of Your study and Language Training.

D.3 Establishment Allowance, Fellow Allowance and ASEAN-Australian Centre Scholars

D.3.1 We will pay You a \$3,000 Establishment Allowance once You have arrived in Your first 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 a \$1,000 Fellow Allowance to purchase study Materials for use during Your Scholarship Program and to contribute to costs associated with Your promotion of the NCP. You are entitled to receive a Fellow Allowance for each Fellow position You hold.

D.3.3 If You are selected as a New Colombo Plan ASEAN-Australia Centre Scholar, DFAT may provide funding for your engagement in enrichment activities such as conferences, projects, seminars, courses, and events related to Your studies in consultation with the ASEAN-Australian Centre.

D.4 Scholarship Allowance

D.4.1 We will pay You a \$3,000 Scholarship Allowance for each month during the Scholarship Term in which You are entitled to payment under this item D.4, subject to progressive successful completion of the Components and Us receiving up to date reporting, in a form acceptable to Us, for a period not exceeding 19 months. 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 an approved Study Component, undertaking and meeting the requirements of your Host University in relation to attendance, participation, completion of assignments, tests and exams and DFAT's reporting requirements. (Each semester or trimester is regarded as a separate Study Component. Summer/Winter school or short-term programs are not eligible as a Study Component);
- (b) whilst You are participating in approved Full Time Language Training as part of Your Language Training Component, and not a Study Component or a Full Time Internship Component.
- (c) for up to six months whilst You are participating in an approved Full Time Internship Component, and not a Study Component or Full Time Language Training Component; 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.
- 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, any Language Training Provider or non-profit consortia-based academic Service Provider up to the maximum amount for each activity set out in the following table. You will be responsible for covering at Your own cost any Tuition Fees in excess of the per activity maximum amount and paying this amount directly to the Host Institution, Language Training Provider or non-profit consortia-based academic Service Provider. Where there is an excess amount payable, you must pay that amount before we will pay the total Tuition Fee to the Host Institution.

Item	Activity	Length of activity	Expenses payable under the Tuition Fees	Maximum amount payable for 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 relevant to Your field of study is available between the Home University and the Host Institution. Your proposed Study Component and study Host Institution are subject to final approval by DFAT. All Study Components must be arranged directly with the local Host Institution not through a third party provider. DFAT may agree to fund non-profit consortia-based academic Service Providers in DFAT priority Host Locations with prior agreement. All invoices must be issued by, and will be paid to, the Host Institution or to a non-profit consortia-based Service Provider with DFAT's prior agreement.</p> <p>2. Applicable student service and</p>	Up to \$15,000 per semester or \$10,000 per trimester (up to a maximum of \$30,000 for the duration of the program)

Item	Activity	Length of activity	Expenses payable under the Tuition Fees	Maximum amount payable for Tuition Fees for the activity
			<p>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 in 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> <p>Examples of this cost may include compulsory course field trips within the Host Location; fieldwork research costs; compulsory Materials or equipment (e.g. safety or personal protective equipment); or the use of the Host Institution's facilities by Scholars undertaking a research-based Study Component ('bench fees').</p>	
2	Language Training	<p>The minimum duration of any Full Time Language Training is two weeks.</p> <p>There is no maximum duration for Full Time Language Training or part-time Language Training (provided that the Scholarship Term does not exceed the maximum 19 months).</p>	<p>Fees for the Language Training payable to the approved Language Training Provider. All Language Training Components must be arranged directly with the local Language Training Provider, not through a third party provider. DFAT may agree to fund non-profit consortia-based academic Service Providers in DFAT priority Host Locations with prior agreement. All invoices must be issued by, and will be paid to, the local Language Training Provider or to a non-profit consortia-based Service Provider with DFAT's prior agreement.</p>	Up to \$10,000

- D.5.2 We will pay Your Tuition Fees by electronic funds transfer within five 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

- D.6.1 We may reimburse You a Mental Health Allowance (up to \$3,000 for Mental Health Services during the Scholarship Term). The Mental Health Allowance contributes to the cost of professional Mental Health Services delivered by qualified / registered practitioners, for example psychologists and social workers to assist with mental health issues. You must seek prior approval for this allowance, including providing supporting documentation. You are only eligible to receive this allowance if You are accessing these services while undertaking Your Scholarship Program in your approved Host Location. This allowance is not applicable to Mental Health Services accessed when You are physically in Australia. In addition, under the NCP Insurance policy, there are benefits that may be claimed, relating to physical and mental health issues experienced by Scholars during their Scholarship Program. Please refer to the Insurance Policy Guidelines for full details of all benefits that can be claimed.

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 and details of this will be provided to You through an NCP Scholarship Insurance Handbook. 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. Queries on the NCP Scholarship Insurance Policy can be raised directly with the Insurance Provider or raised with the Service Provider Case Manager. You should note the limitations to coverage, including exclusions for certain benefits, such as any illness or injury caused or contributed to by a pre-existing condition; ongoing treatment of a pre-existing condition, and travelling against medical advice. You should also note that coverage is not provided for certain high-risk activities, locations, and that you are only covered when undertaking your approved scholarship program overseas.

E. Reporting and Evaluation

- E.1.1 You must provide Your Service Provider Case Manager with a copy 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.1.2 You must submit to Your Service Provider Case Manager the following reports in the format We require:
- (a) a progress report within 14 days after You have completed six months of Your Scholarship Program. No further Components will be approved nor allowances paid unless this report is completed; and
 - (b) the Final Experience Survey which includes a Final Report on Your overseas Scholarship Program within seven days after Your Scholarship Program Completion Date.

- E.1.3 Your Scholarship Program will be deemed to be unsatisfactorily completed if you do not submit your Final Report within two months of Your Scholarship Completion Date. At this date all remaining Scholarship Benefits will be forfeited along with the opportunity to become an NCP Alum.

F. Alumni Community

Alumni

- F.1.1 Following the successful completion of your Scholarship Program you will become an NCP Alum and invited to participate in the NCP Alumni community.
- F.1.2 You will not be invited to become an NCP Alum if You failed to provide a Final Report or Your Agreement has been terminated in accordance with Clause 0. Where Your Agreement has been terminated in accordance with Clause 0, We retain the discretion to decide whether You will be invited to become NCP Alum.

G. 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	Director, New Colombo Plan Secretariat Global Program and Partnerships Branch
Postal/physical address(es)	255 London Circuit, Canberra Civic ACT 2601
E-mail	NCP.Secretariat@dfat.gov.au
Other contact details:	
Business hours telephone (international format)	+61 6261 1111

H. Leave and Suspension of Scholarship Term

H.1 General

- H.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.

H.1.2 A Permitted Gap must not result in:

- (a) the Scholarship Term exceeding 19 months (A Permitted Gap counts towards the maximum 19 months of the Scholarship Term); 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).

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

H.1.4 During any period of Suspension, You will not be entitled to any Scholarship Benefits.

H.1.5 You will continue to receive the Insurance during an approved Gap Leave or Leave of Absence, subject to the relevant terms and exclusions notified to You for the Insurance. No Insurance cover is provided during any period of Suspension. 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.

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

H.1.7 You must remain in Your Host Location or another eligible NCP Host Location, as set out in the Guidelines, during any period of Gap Leave.

H.1.8 When You have concluded a Component and have received approval of a confirmed subsequent Component, You can apply for Gap Leave for the period between both Components. Components should be arranged with minimal Gap Leave to ensure that the gap between Components does not exceed the overall number of days permitted for Gap Leave outlined in H.2.1.a.

H.1.9. When You have concluded a Component and do not have a confirmed subsequent Component, You will be placed on Suspension. If You subsequently confirm a Component, the Suspension period that has already lapsed cannot be retrospectively converted to Gap Leave, even if You have available Gap Leave.

H.2 Gap Leave

H.2.1 We may approve Gap Leave in writing. 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. 28 days in the first 12-month period of the Scholarship Term (calculated on a Pro rata basis if the Scholarship Term is shorter than 12 months in duration); and
 - ii. up to 14 days in any subsequent period (in addition to any unused Gap Leave under item H.2.1(a)i, and calculated on a Pro rata basis if the Scholarship Term is shorter than 19 months in duration);

- (b) You demonstrate to Us that the Gap Leave is unavoidable and necessary 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 need for Gap Leave.

H.3 Leave of Absence

H.3.1 Leave of Absence is a form of Permitted Gap during your Scholarship Program.

- (a) We may approve Leave of Absence for a maximum of:
 - i. 14 days in the first 12-month period of the Scholarship Term (calculated on a Pro rata basis if the Scholarship Term is shorter than 12 months in duration); and
 - ii. up to 7 days in any subsequent period (in addition to any unused Leave of Absence under item H.3.1.(a), and calculated on a Pro rata basis if the Scholarship Term is shorter than 19 months in duration).

H.3.2 We will only approve a Leave of Absence where H.3.2(a), (b) and (c) are all met:

- (a) the Leave of Absence is for one of the following reasons:
 - i. approved personal or professional development (excluding undertaking Internships or extending existing Internships);
 - ii. compassionate and compelling reasons;
 - iii. approved institutional holiday (e.g., Host Location public holidays);
 - iv. issues relating to Your security and safety;
 - v. travel to another Host Location for visa requirements while a Component is underway (commenced but not concluded a Component) e.g. during a semester break.
- (b) You provide Us with written support for the proposed Leave of Absence from any relevant Host Institution(s), Host Organisation(s) (if any) or Language Training Provider (if any); and
- (c) Leave of Absence will only be granted where it is considered by the NCP Program to be in spirit of the NCP Scholarship Program.

H.4 Suspension

H.4.1 In addition to Our rights to terminate this Agreement pursuant to Clauses 17 and 18 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) We reasonably believe that You have not complied with this Agreement;
- (b) We have a right to terminate or cancel this Agreement under Clauses 17 or 18 of Schedule 1;

- (c) We have reason to believe that You cannot perform Your Scholarship Program for any period of time, including for 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.

H.4.2 You may apply to Us for a Suspension of Your Scholarship Program. Suspension periods must:

- (a) be only used as a last resort, where Gap Leave or Leave of Absence has been exhausted;
- (b) be kept to a minimum to ensure continuity and immersion of Your Scholarship Program; and
- (c) not exceed 30 days in a single block unless agreed by DFAT in exceptional circumstances.

Scholars should plan periods of leave carefully noting that Suspensions are not normally accepted in Host Locations.

H.4.3 We will consider Your request for a Suspension where:

- (a) the Suspension complies with the timings outlined in item H.1.2; and
- (b) We agree that the granting of the Suspension is in the spirit of the NCP Scholarship Program.

H.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. You will not be covered by the NCP Scholarship Program Insurance policy whilst on Suspension.

H.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.

H.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:

Representative of the Department of Foreign Affairs and Trade	
Name: (print)
Position: (print)
Signature and date:
Witness Name: (print)
Signature and date:

[Insert Scholar'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

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

1.2 You agree that you are fully responsible for undertaking Your Scholarship Program and for ensuring the performance of all Your obligations under this Agreement in accordance with all relevant laws.

1.3 You agree that You will not be relieved of Your responsibilities under Clause 1.2 because of:

- (a) the granting or withholding of any approval or the exercise or non-exercise of any right by the Commonwealth; or
- (b) any payment to, or withholding of any payment from, You under this Agreement.

2 Acknowledgements

2.1 Subject to Clauses 7.1 and 12, if You publish any Material in connection with this Agreement and/or Your Scholarship Program, You agree:

- (a) to acknowledge Your participation in the NCP Scholarship Program supported by the Australian Government by referring to yourself as 'a New Colombo Plan Scholar' or 'a New Colombo Plan Fellow' (as applicable); and
- (b) to use a disclaimer which makes clear that the views and opinions expressed in the Material You publish are those of You, as the author, and do not represent the views of the Australian Government.

3 Notices

3.1 Each Party agrees to promptly notify the other Party of anything reasonably likely to adversely affect the undertaking of Your Scholarship Program, management of the Grant or performance of any other requirements under this Agreement.

3.2 A notice given by a Party under this Agreement must be in writing and addressed to the other Party's representative as set out in the Scholarship Details or as most recently updated by notice given in accordance with this clause.

4 Relationship between the Parties

4.1 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

5.1 You agree to notify Us promptly of any actual, perceived or potential Conflicts of Interest relating to the activities you undertake as a Scholar.

5.2 Where you notify Us of any Conflict of Interest which could affect Your performance of this Agreement, You agree to comply with any reasonable directions We issue to You to mitigate or otherwise resolve the Conflict of Interest to Our reasonable satisfaction.

6 Variation

6.1 This Agreement may only be varied by Agreement in writing between the Parties and in reference to Section 12.3 of the Guidelines. Variations will only be approved in compelling/exceptional circumstances.

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, including supporting documentation, within the timeline specified in the Guidelines.

6.3 Our decisions relating to requests for variations are final and are in Our absolute discretion.

7 Confidential Information

7.1 You agree not to disclose Commonwealth Confidential Information without prior written consent unless required by law, the Australian Parliament or where required by a stock exchange.

7.2 Where You are required to disclose Commonwealth Confidential Information under Clause 7.1, You must notify Us as soon as possible regarding the required disclosure, to the extent that it is lawful to do so.

7.3 We agree to not disclose any Scholar Confidential Information unless permitted under Clause 7.4 ;

7.4 We are permitted to disclose Scholar Confidential Information to:

- (a) the NCP Secretariat and other employees and contractors of the Commonwealth to help Us manage the NCP Scholarship Program effectively, including for an integrity purpose;
- (b) employees and contractors of DFAT so We can research, assess, monitor and analyse DFAT programs and activities;
- (c) employees and contractors of other Commonwealth agencies for any purposes, including government administration, research or service delivery;
- (d) other Australian Government agencies for law enforcement purposes, where the disclosure will serve the Australian Government's legitimate interests and, if necessary, to substantiate an applicant's claims;
- (e) other Commonwealth, State, Territory or local government agencies in NCP Scholarship Program reports and consultations;
- (f) the Auditor-General, Ombudsman, Australian Privacy Commissioner or National Anti-Corruption Commissioner, or staff of their agencies;
- (g) the responsible Minister or Parliamentary Secretary and their staff, or
- (h) a House or a Committee of the Australian Parliament.

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;
- (c) consider that there is a serious concern relating to Your participation in Your Scholarship Program or this Agreement that requires investigation; or
- (d) 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 Spending the Grant

9.1 You agree to spend the Grant for the purpose of undertaking Your Scholarship Program in accordance with this Agreement.

10 Repayment

10.1 Without limiting Clauses 8.2 and 10.4, You agree to repay us any amounts of Scholarship Benefits paid to You:

- (a) that have been spent other than in accordance with Clause 9 or this Agreement; or
- (b) which is additional to the requirements or purpose for which it was paid.

10.2 If this Agreement is terminated under Clause 17 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.

10.3 The amount to be repaid under Clause 10.1 may be deducted by Us from any payments of the Scholarship Benefits.

10.4 If the Commonwealth issues a notice under this Agreement requiring You to repay a Grant amount:

- (a) You must do so within the time period specified in the notice;
- (b) You must pay interest on any part of the amount that is outstanding at the end of the time period specified in the notice until the outstanding amount is repaid in full; and
- (c) We may recover the amount and any interest under this Agreement as a debt due to the Commonwealth without further proof of the debt being required.

11 Record keeping

11.1 You agree to keep financial accounts and other records relating to the expenditure of the Grant and the conduct and management of Your Scholarship Program and to provide copies of the records to the Commonwealth upon request.

12 Intellectual Property

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

12.2 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 NCP Scholarship Program.

12.3 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.

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

13 Privacy

13.1 When dealing with Personal Information in carrying out Your Scholarship Program, You agree not to do anything which, if done by Us, would be a breach of:

- (a) the *Privacy Act 1988 (Cth)*; or an Australian Privacy Principle.

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

14 Indemnities

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

14.2 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.

15 Applicable Law

15.1 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.

16 Dispute resolution

16.1 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.

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

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

17 Termination

17.1 We may Terminate this Agreement by providing You with 28 days' written notice where We reasonably believe:

- (a) You have failed to attend or report on courses/ Components/assessments as required;
- (b) You have breached this Agreement including the NCP Code of Conduct (Schedule 4) or NCP Media and Publication Guidelines (Schedule 5);
- (c) 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;
- (d) You have provided false or misleading statements while undertaking Your Scholarship Program;
- (e) You have committed fraud;
- (f) You have become bankrupt;
- (g) a Suspension pursuant to item H.4 continues for a period of 6 months or more; or
- (h) 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.

17.2 We may Terminate this Agreement immediately by written notice to You if:

- (a) You have failed to comply with any reasonable directions given to You by the Service Provider Case Manager or DFAT specifically relating to Your security;
- (b) We consider that You have acted in a way that has caused material reputational harm to the NCP Scholarship Program or DFAT; or
- (c) We reasonably suspect that You have failed to comply with the local laws, including any visa requirements, of the Host Location in which You have been undertaking or were intending to undertake Your Scholarship Program.

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

17.4 If this Agreement is Terminated pursuant to Clauses 17.1, 17.2 or 17.3:

- (a) We will cease paying the Scholarship Benefits (and the Insurance will not be available) from the date the Agreement is terminated;

- (b) You must repay any Scholarship Benefits as required under Clause 10; and
- (c) You will immediately cease Your Scholarship Program and Your participation in the NCP Scholarship Program.

18 Termination for convenience

18.1 We may terminate or reduce the scope of 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', 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.

18.2 You agree on receipt of a notice under Clause 18.1 to take all available steps to minimise loss resulting from that termination or reduction of scope.

18.3 In the event of termination or reduction of scope of this Agreement under Clause 18 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 provided to You under Clause 18.1 and
- (b) reimburse any substantiated reasonable expenses that You unavoidably incur that relate directly to the termination or reduction in scope and that are not covered by payments under Clause 18.3(a).

18.4 Our liability to pay any amount under this Clause 18 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 provided to You under Clause 18.1.

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

19 Survival

19.1 Clauses 7. Confidential Information, 9. Spending the Grant, 10. Repayment, 11. Record Keeping, 12. Intellectual Property, 13. Privacy, 14. Indemnities, 19. Survival, survive termination or expiry of this Agreement.

20 Definitions

20.1 In this Agreement, unless the contrary appears:

- **Academic Transcript** means an official document issued by the Home or Host University as a record of all completed units and results throughout the student's enrolment.
- **Agreement** has the meaning in item A.1.1.
- **Alum or Alumni** means a person described in item F.1.1.
- **ASEAN** means the Association of Southeast Asian Nations.
- **Auditor-General** means the independent officer of the Parliament with responsibility under the *Auditor-General Act 1997* for auditing Commonwealth entities and reporting to the Australian Parliament.
- **Australian Qualifications Framework** is accessible at: <https://www.aqf.edu.au/>.
- **Australian University** a registered higher education provider for the purposes of the Tertiary Education Quality and Standards Agency Act 2011 (Cth) that is registered in an 'Australian University' category.
- **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.
- **Case Manager** means staff of The Contractor assigned to You, who is responsible for providing You with information and support to undertake their Scholarship Program.
- **Commonwealth** means the Commonwealth of Australia as represented by the Department of Foreign Affairs and Trade and includes, where relevant, its officers, employees, contractors and agents.
- **Commonwealth Confidential Information** means information which We provide to You that:
 - (a) is by its nature confidential;
 - (b) is designated by Us as being confidential; or
 - (c) a Party knows or ought to know is Confidential, but does not include information which:
 - I. is or becomes public knowledge, other than by breach of this Agreement or any other confidentiality obligation;
 - II. has been independently developed or acquired by You as established by written evidence; or
 - III. is lawfully in the possession of You without restriction in relation to disclosure before the date of receipt from Us.
- **Component** means any of the following: Study Component, Language Training Component, Internship Component or Mentorship Component.
- **Conflict of Interest** refers to real, apparent, perceived 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. Contracted Service Provider (The Contractor) DFAT's contracted Service **Provider who provides administration and support services to the NCP program.**
- **DFAT** means the Department of Foreign Affairs and Trade.
- **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 NCP scholars playing a leadership role in promoting the NCP and its objectives during their scholarship and afterwards as part of the NCP Alumni community and notified by Us.
- **Fellow Allowance** means (if applicable) the monetary contribution towards Your study Materials and Your promotion of the NCP as outlined in item D.3.
- **Final Experience Survey** means the survey to be completed by You on the completion of Your Scholarship Program.
- **Final Report** means the Final Report submitted by you following the completion of your Scholarship Program within seven days of your Scholarship Program Completion Date together with Your Final Experience Survey, being pre-requisites for final Scholarship Benefit payments.
- **Full Time means for:**
 - (a) a Study Component: either a semester or trimester as defined by the Host Institution;

(b) an Internship Component: between 22 and 38 hours per week; or

(c) a Language Training Component: a minimum of 15 contact hours per week (plus personal language study/practice), bringing the expected total hours for full-time language study to between 22 and 38 hours per week.

- **Gap Leave** means paid leave for an unavoidable gap between Scholarship Program Components, up to a maximum of 28 days for the first 12 months of your Scholarship Program (calculated on a Pro rata basis). Followed by 14 days for the next period of your Scholarship Program (calculated on a pro-rata basis).
- **Grant** means the money, or any part of it, payable by the Commonwealth to You for Your Scholarship Program as specified in the Scholarship Details and includes any interest earned by You on that money once the Grant has been paid to You.
- **Guidelines** means the New Colombo Plan Scholarship Program 2026 Round Guidelines.
- **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 where You will undertake or are undertaking Your Study Component in the Host Location. Excludes offshore campuses of universities established or headquartered outside the Host Location, with the exception of Australian offshore campuses that are able to offer a genuinely immersive experience.
- **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).
- **Indo-Pacific** means the locations listed in Clause 5.5 of the Guidelines.
- **Insurance** means the travel and medical Insurance coverage that We will arrange for You set out in item D.7.
- **Insurance Policy Guidelines** means the insurance policy guidelines that We will notify You of under item D.7.
- **Insurance Policy Handbook** means the handbook under which medical and travel insurance cover is extended, under an existing policy for the cohort year, for the NCP Scholarship Program to cover certain claims by You as detailed in that handbook. 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.
- **Insurance Provider** means the third-party provider under the Insurance Policy Guidelines.
- **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 or 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) language-based training undertaken by You as set out in Your Scholarship Application Form in accordance with the Eligibility Requirements.
- **Language Training Component** means the component of Your Scholarship Program related to Language Training identified in Your Scholarship Application Form.
- **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 H.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.
- **Mentorship Component** means the component of Your Scholarship Program related to Mentorship identified in Your Scholarship Application Form.
- **New Colombo Plan Code of Conduct** or **NCP Code of Conduct** means the Code of Conduct applicable to Scholars for the duration of their Scholarship Program and located at Schedule 4.
- **NCP Scholarship Program** or Program means the New Colombo Plan Scholarship Program as described in the Background and in the Scholarship Program Guidelines.
- **NCP Secretariat** means of office within DFAT responsible for strategic leadership, policy, implementation, monitoring and evaluation, and public diplomacy for the NCP Scholarship Program contactable at: ncp.secretariat@dfat.gov.au
- **Ombudsman** means the Commonwealth Ombudsman who is an independent body capable of investigating complaints about the Australian Government.
- **Party** means You or Us.
- **Permitted Gap** means either Gap Leave, Leave of Absence or a Suspension under item H.
- **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.
- **Pre-Departure Training** is training made available to the You by Us that includes both compulsory and non-compulsory components. Compulsory components must be undertaken prior to deployment.
- **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.
- **Risk Assessment** means undertaking an assessment of risk posed to the scholar at host location/s, considering the risks posed by those locations, including any personal risks (for example health conditions) or contextual risks linked to the proposed activities to be undertaken (for example an activity that is part of study – such as field research or safeguarding risks associated with internship activities) to be undertaken at least six weeks prior to the scholar's departure from Australia .
- **Scholar** means a person awarded a scholarship under the NCP Scholarship Program.
- **Scholar Confidential Information** means information which You provide to Us and satisfies one or more of the following:
 - (a) information clearly identified by You, along with an explanation, as confidential [which we agree is confidential];
 - (b) the information is commercially sensitive;
 - (c) disclosure of the information would cause unreasonable harm to You or someone else,
 - (d) but does not include information which:
 - (e) is or becomes public knowledge, other than by breach of this Agreement or any other confidentiality obligation;

- (f) has been independently developed or acquired by Us as established by written evidence; or
 - (g) is lawfully in Our possession without restriction in relation to disclosure before the date of receipt from You.
- **Scholarship** means an award under the NCP Scholarship Program, including the relevant Scholarship Benefits.
 - **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 Your participation in the NCP Scholarship Program based on the program details contained in Your Scholarship Application Form, which without limitation, includes the applicable Components.
 - **Scholarship Program Commencement Date** is the date in Your Scholarship Application Form on which You commence the first component of Your Scholarship Program.
 - **Scholarship Program Completion Date** means the date you will conclude your Scholarship Program, as given on your Scholarship Application Form or as amended in an approved variation request and confirmed by your Host Institution, Host Organisation or Language Training Provider. The Scholarship Program Completion Date is whichever of these dates falls latest:
 - (a) last day of your Scholarship Program at the Host Organisation or Language training provider
 - (b) date of submission of the last piece of assessment or final exam at the Host Institution (Study Component)
 - (c) date that constitutes the Program maximum duration or as otherwise approved by the NCP Secretariat.
 - **Scholarship Program Guidelines** mean the New Colombo Plan Scholarship Program 2026 Round Guidelines accessible at GrantConnect during the application period and accessible at <https://dfat.gov.au/people-to-people/new-colombo-plan/scholarship-program/Pages/scholarship-program.aspx> following the application period.
 - **Scholarship Term** means from Your Scholarship Program Commencement Date to Your Scholarship Program Completion Date and includes any period of a Permitted Gap. The Scholarship Term must be a minimum of three months and a maximum of 19 months.
 - **Secondary Host Location** means Host Location which is not Your Primary Host Location.
 - **Service Provider** is Palladium, or such other third party as We notify to You in writing.
 - **Service Provider Case Manager** means the representative of the Service Provider allocated to You (and notified to You in writing) by the Service Provider who will provide You with individual assistance and program management.
 - **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 H.4.
 - **The Contractor** means the organisation appointed by the Commonwealth of Australia (represented by DFAT) as the Service Provider under Your scholarship Agreement, providing post-selection support services to You.
 - **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.

21 Interpretation

21.1 In this Agreement, unless the contrary intention appears:

- (a) words in the singular include the plural and vice versa;
- (b) words importing a gender include the other gender;
- (c) the words includes, including and similar expressions are meant without limitation;
- (d) a reference to a person includes a partnership and a body whether corporate or otherwise;
- (e) Clause headings or words in bold format are inserted for convenience only, and have no effect in limiting or extending the language of provisions;
- (f) 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;
- (g) unless stated otherwise, a reference to legislation is to legislation of the Commonwealth, as amended from time to time;
- (h) 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
- (i) 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.

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.

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.

22 Breach of this Agreement

22.1 If You breach this Agreement:

- (a) Your scholarship may be Terminated as per Clause 17 in Schedule 1, or
- (b) subsequent Program Components may not be approved, and
- (c) You must repay any Scholarship Benefits and/or Tuition Fees as per Clause 10 of Schedule 1.

Schedule 2 – Privacy Notice and Consent

1. I consent and authorise the Service Provider, the Department of Education / Department of Employment and Workplace Relations, 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, managing, promoting or evaluating the NCP 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. providing assistance and support as required in an emergency
 - f. promoting the NCP Scholarship Program and facilitating invitations to and inclusion in events or promotional activities; and
 - g. as otherwise anticipated by the terms of this Agreement.
 2. I understand that the Service Provider, the Department of Education / Department of Employment and Workplace Relations, and the Department of Foreign Affairs and Trade and their contractors and agents may use and disclose my Personal Information, including **sensitive information***, for the purposes outlined in Paragraph 1, to:
 - a. other Australian Government departments and agencies;
 - b. Australian State and Territory Government departments;
 - c. Other Commonwealth agencies, Ministers and their officers
 - d. Australian Parliamentary members and committees;
 - e. Law enforcement agencies, including the Australian Federal Police, the Department of Home Affairs, or State and Territory law enforcement agencies
 - f. Australian State and Territory Parliamentary members and committees;
 - g. Agents, contractors or Service Providers engaged by DFAT to carry out or assist its functions and activities such as survey work and case studies or profiles for Scholars
 - h. The government of your Host Location
 - i. Your current and past education institutions
 - j. Other individuals or entities involved in the delivery of your NCP program, such as industry mentors
 - k. Medical professionals (in the case of a health or welfare incident)
 - l. Any other person, agency or organisation which may be able to contribute information relevant to your suitability to participate in the NCP
 - m. Your next of kin or authorised agent if you are involved in a critical incident
 - n. Australian universities, including to the NCP international liaison officers for scholarships; diplomatic missions; and
 - o. 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 authorities/agencies
 - vi. non-government organisations.These overseas recipients may be foreign organisations (noting they may not be bound by Australian privacy legislation or equivalent privacy legislation in their own jurisdictions).
 - p. Scholarship Host Organisations, including but not limited to companies of professional bodies
 - q. Media representatives, including foreign media representatives
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, Department of Education / Department of Employment and Workplace Relations, 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 / Department of Employment and Workplace Relations, 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 / Department of Employment and Workplace Relations, 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 / Department of Employment and Workplace Relations, 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 accessible at: <https://thepalladiumgroup.com/privacy> 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@thepalladiumgroup.com (or such other address that We notify to You).
7. I can access more information about the way the Department of Education / Department of Employment and Workplace Relations will manage my Personal Information, including information how to access or correct my Personal Information, and how to make a complaint, in their privacy policies accessible at www.education.gov.au/using-site/privacy-statement-department-education or Department of Employment and Workplace Relations Complete 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 accessible at www.dfat.gov.au/privacy.html 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.

Schedule 4 – New Colombo Plan Code of Conduct

The Department of Foreign Affairs and Trade (DFAT) places a high priority on New Colombo Plan (NCP) Scholars having a safe and successful overseas study experience. The NCP is a great opportunity to deepen your Indo-Pacific knowledge, understanding and connections. NCP Scholars must abide by the following Guidelines

1. Behave in a way that upholds the good reputation of Australia by demonstrating sound judgement, common sense and integrity.
2. Conscientiously undertake the approved NCP Scholarship Program, including attending courses in person and completing course requirements (exams, assignments, field work) to the best of their ability.
3. Refrain from engaging in, or being Party to, conduct that could bring the NCP, your Home University, Host Organisation(s), the Australian Government, or the government of your Host Location(s) into disrepute.
3. Comply with Australian law, and the laws of your Host Location(s), as well as the terms of your scholarship and any applicable rules, policies and reasonable directions issued by DFAT (including this Code of Conduct), your Home University and Host Organisation(s).
4. For programs in the Host Location, hold and comply with the requirements of an appropriate visa for your Host Location(s) as well as any other location that you visit during your NCP program.
5. Treat others with dignity and respect, regardless of cultural background, political views, religious belief or activity, gender, age, sexual orientation, or disability, avoiding any behaviour that could be considered discriminatory or disrespectful.
6. At all times demonstrate a cooperative and collaborative approach that recognises the value of others' knowledge and experience, and that respects others' rights to have their own opinions.
7. Commit to the practice of 'do no harm' during your program by (a) ensuring your actions do not intentionally or unintentionally expose people to additional risk, and (b) recognising how your actions may influence your Host Location's social fabric, economy and environment.
8. Take all reasonable steps to avoid any Conflict of Interest (real, apparent or potential) and promptly notify DFAT, your Service Provider Case Manager and/or your Home University, as applicable, of any Conflict of Interest relating to any activities whilst you are a Scholar. For example, Scholars must report any personal connections with Host Institutions/organisations or Language Training Providers at the earliest opportunity and prior to approval of those providers.
9. Report any instances of fraudulent behaviour relating to the NCP to ncp.secretariat@dfat.gov.au at the earliest opportunity.
10. For programs in the Host Location, do not engage in any unpaid work, volunteering, paid work and/or business enterprise for personal gain without prior approval. Do not use your association with the NCP to request advantages or favours or make personal gain.
11. Take personal responsibility for minimising and mitigating risks during any overseas experience,
12. Subscribe to, and commit to monitoring and complying with, regular travel advisories issued by DFAT through [Smartraveller](#).
13. Complete all NCP Scholarship Program reporting requirements and comply with requests for information relating to NCP participation.

14. Ensure you are always available to be contacted by your Home University, the NCP Scholarship Program and/or designated contact point.
15. Read and comply with DFAT's [Child Protection Policy](#), recognising that it is the shared responsibility of all adults to prevent child exploitation. Immediately report any alleged incident of child abuse, exploitation or harm to the relevant authorities, and to DFAT via childwelfare@dfat.gov.au where the incident relates to the New Colombo Plan.
16. Read and comply with DFAT's [Preventing Sexual Exploitation, Abuse and Harassment Policy](#), showing zero tolerance for sexual exploitation, abuse or harassment. Immediately report any alleged incident of sexual exploitation, abuse or harassment related to the NCP to seah.reports@dfat.gov.au.
17. Behave respectfully, responsibly and exercise good judgement in all communications, including social media, complying with the NCP Media and Publications Guidelines.
18. Read and understand the NCP Scholarship Program 2026 Round Guidelines and [DFAT's policy](#) on storing and managing your Personal Information in line with the *Privacy Act 1988* (Cth).

Given the diversity of Scholar experiences, these Guidelines cannot address every situation you might encounter. Scholars should therefore seek guidance from your Home University or the NCP Secretariat (ncp.secretariat@dfat.gov.au) if you are unsure about how to respond to a particular situation or issue. Ongoing participation in the NCP depends contingent on compliance with this Code of Conduct.

Schedule 5 – New Colombo Plan Media and Publication Guidelines

Sharing your experiences as a New Colombo Plan (NCP) scholar can help increase awareness and understanding of the NCP in Australia and the Indo-Pacific region. When publishing, speaking publicly or engaging with media—including local media in your Host Location, your own social media or Australian media—it is important that you abide by the following Guidelines:

1. Do not represent yourself as an employee of the Australian Government or the NCP.
2. When talking about your participation in the program, refer to yourself as a 'New Colombo Plan Scholar' or 'New Colombo Plan Fellow' and after completion, as a 'New Colombo Plan Alum.'
3. Always acknowledge that the NCP is an Australian Government initiative.
4. While on program, do not comment on sensitive political, economic or social issues related to your Host Location or Australia, even if asked.
5. Where possible, participate in promotional activities organised by the Department of Foreign Affairs and Trade (DFAT) or its approved contractors during and after your scholarship.
6. Exercise sound judgement when invited to engage in media activities in your Host Location. Ask your Service Provider Case Manager and/or DFAT before participating.
7. While on program, ask your Service Provider Case Manager and / or DFAT before engaging in media activities or participating in interviews for Australian media outlets in Australia or overseas, so the necessary approvals can be obtained.
8. While on program, ask your Service Provider Case Manager and / or DFAT before authoring articles for third-Party publication (e.g. in journals including online journals, your university newspaper or website) so the necessary approvals can be obtained.
9. Ensure that photography and videography related to your NCP program for use in publications, online and provided to DFAT adheres to standards set out in DFAT's *Child Protection Policy*, *Child Protection Guidance Note on the Use of Images and Social Media* and *Preventing Sexual Exploitation, Abuse and Harassment Policy*.
10. You may maintain personal websites, blogs, vlogs and social media to share your experiences while on Your Scholarship Program; however, the content you publish on these sites should in no way bring Australia, the Australian Government, the New Colombo Plan, your Home Institution, Host Location, Host Institution or Host Organisation into disrepute.
11. On social media, post stories that highlight your immersion in your Indo-Pacific Host Location; your personal, institutional and professional connections; and your study, Internship and leadership journey as a New Colombo Plan scholar. Tag these posts with the New Colombo Plan handle on Instagram, Facebook and Twitter X- @NewColomboPlan and/or #NewColomboPlan
12. Always be mindful of your NCP Scholarship Agreement and the expectations of your behaviour.

Tips for engaging on digital and social media

Before you engage on digital and social media, ask yourself:

- Could my comments or posted images cause anyone to lose confidence in my selection as an NCP scholar?
- Are my comments or posted images consistent with how Australian and international communities expect New Colombo Plan scholars to operate and behave?
- Could my comments or posted images lower or undermine the reputation of the Australian Government, DFAT, the NCP, my Home Institution, Host Location, Host Institution, Host Organisation or my own reputation? Could they damage bilateral or regional relationships?
- Are my comments lawful in Australia and overseas? For example, do they comply with anti-discrimination legislation, the Crimes Act, the Criminal Code and laws relating to defamation?
- Could my comments or posted images jeopardise my future employment?
- How appropriate are my comments or posted images in the social and political environment in which they will be made?

Also see: <https://www.dfat.gov.au/people-to-people/new-colombo-plan/resources/Pages/resources.aspx>