



# **Scholarship Conditions**

By accepting the Letter of Manaaki New Zealand Scholarship Offer you are agreeing to comply with the following Scholarship Conditions and the conditions in the Letter of Offer, which constitutes a legally binding agreement between you and the New Zealand Government:

#### 1. Your study programme

- 1.1 The term of my scholarship commences on the date that I sign my Letter of Scholarship Offer, and ends on the 14<sup>th</sup> day following completion of my study programme which is either the date of:
  - 1.1.1 my final class, or
  - 1.1.2 my final exam, or
  - 1.1.3 my final assignment, or
  - 1.1.4 my thesis submission, in accordance with my study plan, or
  - 1.1.5 the date of any withdrawal letter, or
  - 1.1.6 the date of any termination letter.
- 1.2 I will undertake the approved study programme outlined in the 'Description of Scholarship' in this Letter of Scholarship Offer, which includes the main qualification in the field and level I intend to take, and all preparatory, English language, bridging or qualifying programmes or work attachments where relevant.
- 1.3 I will commence the scholarship and my study programme at the Education Institution on the date(s) set out in the Letter of Scholarship Offer.
- 1.4 If I am studying towards a PhD or Master's by thesis, my research plan must align to the dates of my study programme and be within my scholarship term in Aotearoa New Zealand.
- 1.5 If for any reason, the period of time required to complete my study is less than that stipulated in this Scholarship Offer, the term of my scholarship will be amended to meet the time required to complete my study. This will affect my visa status and means that, as I am no longer required to be in Aotearoa New Zealand to study, I must return to my home country within 14 days of the end of that amended time. I am aware that the immigration authorities will be advised of this change, should this situation apply to me.





- 1.6 My scholarship will not be extended or upgraded to cover a study programme that is for a higher level than what is stated in the 'Description of Scholarship' in this Letter of Scholarship Offer¹.
- 1.7 Any extension I request to my study programme will only be considered in exceptional circumstances.

## 2. Scholarship entitlements

I understand that the New Zealand Government will fund the following scholarship entitlements:

- 2.1 Travel from my closest home departure port (air, sea or bus terminal) to the city of an international airport in my home country nominated by the New Zealand Government.
- 2.2 Travel under a standard economy class air ticket for me by the most economical air travel route between an international airport in my home country nominated by the New Zealand Government and an airport in Aotearoa New Zealand close to the Education Institution where I will study.
- 2.3 Airport reception and accommodation on arrival.
- 2.4 An establishment allowance.
- 2.5 A weekly living supplement to contribute towards basic living expenses for the duration of my scholarship.
- 2.6 The full cost of tuition fees including compulsory enrolment, orientation and student union fees (course-related costs are covered only in exceptional circumstances).
- 2.7 A return, standard economy class air ticket for me, by the most economical air travel route, if I am eligible for reunion travel within Aotearoa New Zealand or to my home country, as determined by the New Zealand Government.
- 2.8 Insurance which includes healthcare and travel cover.
- 2.9 For PhD students and master's students where research comprises 90 credits or more of the master's programme and as authorised by the New Zealand Government, a research and thesis allowance, and provision for overseas fieldwork travel to my home country, if relevant.
- 2.10 Travel under a standard economy class air ticket from Aotearoa New Zealand to the city of an international airport in my home country nominated by the New Zealand Government.

<sup>&</sup>lt;sup>2</sup> There are a small number of exceptions to this, managed on a case-by-case basis, and concerning scholars who completed study at the level of their scholarship award elsewhere while Aotearoa New Zealand's border was closed.





2.11 Travel from the city of an international airport in my home country nominated by the New Zealand Government to my closest home port (air, sea or bus terminal).

## 3. First point of contact

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

# 4. Making satisfactory progress

- 4.1 I will comply with the provisions of the Scholarship Handbook (available on the Scholarships website) that apply to me, and any relevant policies notified to me in writing by the New Zealand Government (and/or Education Institutions acting on behalf of the New Zealand Government).
- 4.2 I will comply with the regulations of the Education Institution and meet all of the academic requirements for my approved study programme.
- 4.3 I will undertake any preparatory programme as required by the Education Institution.
- 4.4 I will attend all classes (which may include, but are not limited to, lectures, tutorials, laboratories and fieldtrips where applicable) and undertake my approved study programme full time.
- 4.5 I will sit all exams and complete all assessments that are compulsory course requirements.
- 4.6 I will achieve satisfactory academic progress in my studies in accordance with the continuation criteria (as set by the tertiary institution) set by the New Zealand Government and the Education Institution.
- 4.7 I will report all instances if I am not reaching the milestones in my thesis or research study plan, where I am studying towards a PhD or master's qualification to the Education Institution's International Student Officer (or equivalent position).
- 4.8 I will immediately report any failed course components to the Education Institution's International Student Officer (or equivalent position).
- 4.9 I will not withdraw from or change the course components in my study programme without the approval of the Education Institution's International Student Officer (or equivalent position).
- 4.10 I will comply with all conditions of any scholar success plan I am issued.





- 4.11 I will adhere to the flight bookings made by the Education Institution for me, and if I do not, then I may be required to reimburse the Education Institution for costs incurred by them in having to make new flight bookings, with the institution able to suspend or reduce payment of my weekly living supplement if necessary to obtain such reimbursement.
- 4.12 If I do not meet the requirements that are set out in 4.1 to 4.11 above, the New Zealand Government may terminate my scholarship.

I acknowledge and agree that the Education Institution will:

- 4.13 Regularly monitor my academic progress and provide this information to the New Zealand Government and, where relevant, to my home government.
- 4.14 Provide the necessary instruction, services and facilities so that I can complete my study programme within the specified time.
- 4.15 Provide a reasonable amount of academic support where needed to achieve satisfactory academic progress.
- 4.16 Provide appropriate pastoral care for the duration of my studies; see the <u>Education</u>
  (Pastoral Care of Tertiary and International Learners) Code of Practice 2021.

I acknowledge and agree that:

- 4.17 Only in exceptional circumstances, and with the prior approval of the New Zealand Government, the start date of my scholarship may be deferred.
- 4.18 Only in exceptional circumstances, and with the prior approval of the Education Institution, my scholarship may be deferred during my study programme.
- 4.19 I will obtain approval to resume study within the period specified in my deferral approval letter.
- 4.20 During periods of deferral, scholarship entitlements will cease and I must return to my home country.
- 4.21 My scholarship may be terminated if I have not resumed study at the end of the deferral period.

# 5. Active engagement in the Manaaki New Zealand Scholarship Programme

- 5.1 During the term of my scholarship, I commit to participating in Manaaki New Zealand Scholarship Programme events, where these do not interfere with my studies.
- 5.2 During the term of my scholarship, I commit to participating in MFAT and ENZ surveys, for continuous improvement of the Manaaki New Zealand Scholarship Programme, where these do not interfere with my studies.





## 6. Withdrawal from Scholarship

I acknowledge and agree that:

- 6.1 Provided my scholarship is not in the process of being terminated under condition 7, I may request to withdraw from the scholarship by notifying in writing the Education Institution's International Student Officer (or equivalent position) and the New Zealand Government.
- 6.2 A withdrawal from my scholarship constitutes completion of my study and condition 10 will therefore apply.

## 7. Termination of Scholarship

- 7.1 The New Zealand Government may terminate my scholarship if I fail to meet any of the requirements of my scholarship, including where a pattern of my behaviour shows, when considered cumulatively, that I am not meeting either the requirements of my scholarship or the expectations of the Education Institution.
- 7.2 If the New Zealand Government terminates my scholarship:
  - 7.2.1 My visa will no longer be valid.
  - 7.2.2 I must return to my home country within 14 days of the termination date, or at a time agreed with the New Zealand Government in case of an extraordinary event, for a minimum period of two years, in order to utilise the knowledge I have gained through my scholarship to contribute toward the social and/or economic development of my home country.
  - 7.2.3 The cost of a standard economy class air ticket to my home country will be met by the New Zealand Government, provided that I leave Aotearoa New Zealand within the required 14-day timeframe.
  - 7.2.4 My stipend payments will end on the date of departure from Aotearoa New Zealand.
- 7.3 If the New Zealand Government terminates my scholarship and I do not depart for my home country within the required 14 day timeframe:
  - 7.3.1 I will forfeit all remaining scholarship entitlements, including the cost of return travel to my home country.
  - 7.3.2 The total cost of my scholarship (including GST, if applicable) will be a debt payable to the New Zealand Government and payment will be enforceable under New Zealand law.





- 7.3.3 I acknowledge that clauses 7.3.1 and 7.3.2 apply to me if I hold dual New Zealand citizenship and remain in Aotearoa New Zealand after the 14-day timeframe.
- 7.3.4 I further acknowledge that the New Zealand Government may take such further action it considers fit such as notifying my home government that I have not complied with the conditions of my scholarship.
- 7.4 If the New Zealand Government terminates my scholarship and I do not remain in my home country for a minimum period of two years, the total cost of my scholarship (including GST, if applicable) will be a debt payable to the New Zealand Government and payment will be enforceable under New Zealand law.
- 7.5 This condition 7 (Termination of Scholarship) survives the term of my scholarship.

#### 8. Personal conduct

- 8.1 To act in a manner that will not bring disrepute to my home country, Aotearoa New Zealand, MFAT, ENZ, my Education Institution, my family or myself during the term of my scholarship.
- 8.2 To obey the laws of New Zealand.
- 8.3 To maintain an acceptable standard of behaviour as determined by my Education Institution, including: acting with honesty and with integrity at all times in regards to my personal and academic conduct, including when submitting assignments; providing information to my Education Institution; and when accessing and using Education Institution systems.
- 8.4 To treat other students, university staff, MFAT staff, ENZ staff and the public with respect.
- 8.5 To immediately advise the New Zealand Government and my Education Institution of any changes of circumstances that arise which may affect my ability to complete my study programme, before and during my scholarship, and which might affect my scholarship.
- 8.6 That I am responsible for my (and my dependants) actions during the term of my scholarship.
- 8.7 That my dependants must return to my home country with me within 14 days of the end of my scholarship duration, unless a dependant has entry rights to Aotearoa New Zealand which are entirely separate to my scholarship.
- 8.8 To ensure that the Education Institution has a current record of my residential, postal and email address while in Aotearoa New Zealand.





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

I acknowledge and agree not to engage in behaviour that:

- 8.10 Damages the reputation of the Manaaki New Zealand Scholarships Programme, my home country, Aotearoa New Zealand, MFAT, ENZ, my family or myself.
- 8.11 Is disruptive to other students at my institution or to the local community.
- 8.12 Results in, or can be reasonably expected to result in, damage to property of any person.
- 8.13 Is violent, threatening, or intimidating, or constitutes harassment of a person or group.
- 8.14 That if I do not meet any of the requirements that are set out in 8.1 to 8.13 above, the New Zealand Government may terminate my scholarship.

#### 9. Visa requirements

- 9.1 I will not apply to change the status of my visa, without the prior written approval of the New Zealand Government.
- 9.2 I will keep my visa current for the duration of my study and ensure that my passport is valid for at least six months longer than my expected scholarship completion date.
- 9.3 I will be responsible for ensuring that my spouse or partner and any dependent children hold valid visas and that their passports remain valid for at least six months longer than my expected scholarship completion date.
- 9.4 I and my accompanying spouse or partner and any dependent children will not apply for any form of residency of any country during the scholarship period (and I acknowledge my scholarship will be terminated at the date of the application for residency), or within two years of scholarship completion.
- 9.5 That in order to be eligible for a Manaaki New Zealand Scholarship, I will need to demonstrate that I can currently meet or intend to meet border requirements prior to my study programme commencing.
- 9.6 If I do not meet any of the requirements that are set out in condition (Visa Requirements)9.1 to 9.5 above, the New Zealand Government may terminate my scholarship.







9.7 This condition 9 (Visa requirements) survives the term of my scholarship.

## 10. Dependants<sup>2</sup>

I acknowledge and agree:

- 10.1 To satisfy Immigration New Zealand requirements for entry into Aotearoa New Zealand for my dependants and myself.
- 10.2 To care for my family while they are in Aotearoa New Zealand and ensure adequate financial support for them, including obtaining appropriate insurances.
- 10.3 To ensure that my dependant school-aged children, are enrolled in a primary or secondary school (as is required by New Zealand law), as domestic students.

## 11. Completion of study<sup>3</sup>

- 11.1 I (and my spouse or partner and any dependent children) will depart for home within 14 days of completion of my study programme and remain there for a minimum period of two years, in order to utilise the knowledge I have gained through my scholarship to contribute toward the social and/or economic development of my home country.
- 11.2 I (and my spouse or partner and any dependent children) will not apply for any form of visa (excluding a short-term visitor visa) to re-enter or remain in Aotearoa New Zealand within two years of scholarship completion.
- 11.3 I will not apply for a work permit or residency for any country within two years of scholarship completion.
- 11.4 If I (and my spouse or partner or any dependent children) breach paragraphs 11.1 to 11.2, or I breach paragraph 11.3, the total cost of my scholarship, and any other costs as determined by the New Zealand Government (including GST, if applicable), will be a debt payable to the New Zealand Government in full, and payment will be enforceable under New Zealand law (see paragraph 12.1).
- 11.5 This condition 11 (Completion of study) survives the term of my scholarship.

Dependants are defined in this Scholarship Offer as "spouse/partner or dependent children". For the definitions of "partner" (including spouse) and "dependent children", please contact Immigration New Zealand.

<sup>&</sup>lt;sup>3</sup> This does not apply to your spouse/partner or any dependent children if they each have entry rights entirely separate to your scholarship, e.g. they hold dual New Zealand citizenship





#### 12. Debt to New Zealand Government

I acknowledge and agree that:

- 12.1 I will incur a debt to the New Zealand Government if:
  - 12.1.1 I do not return to my home country within the time specified in these Scholarship Conditions, and/or I do not remain in my home country for a minimum period of two years at the end of my scholarship; or
  - 12.1.2 I hold dual New Zealand citizenship and remain in Aotearoa New Zealand after the 14 day timeframe.
- 12.2 Where I incur a debt to the New Zealand Government, the amount of the debt is the total cost of my scholarship including actual tuition fees, airfares, allowances, stipends and other costs as determined by the New Zealand Government (including GST, if applicable), paid by the New Zealand Government to me or on my behalf in relation to my scholarship.
- 12.3 I undertake to fully discharge the debt by either:
  - 12.3.1 immediately returning home for a period of two years, or
  - 12.3.2 repaying in full the total amount of the debt.
- 12.4 The law of New Zealand will apply to this agreement between the New Zealand Government and myself.
- 12.5 This condition 12 (Debt to New Zealand Government) survives the term of my scholarship.

#### 13. Sharing personal information

I authorise MFAT and ENZ to collect, use and disclose personal information about me in accordance with the New Zealand Privacy Act 2020 for the following purposes (where necessary and appropriate in the circumstances, MFAT and ENZ may also collect, use and disclose personal information about my dependants in accordance with the Act for the following purposes):

- 13.1 The exchange of information (including the provision or collection of academic results) between MFAT, ENZ, Management Services Contractors (MSCs) and the Education Institution, and/or the New Zealand Qualifications Authority or other qualifications authorities, my home government, for the purposes of my placement, monitoring my scholarship and alumni activities.
- 13.2 The disclosure of details of my scholarship to my home government (or to other agencies and MSCs) for the purposes of the ongoing administration, management and monitoring of my study and scholarship.





- 13.3 The disclosure of academic results or other personal information to such organisations approved by MFAT and/or ENZ for the purpose of statistical analysis or research in monitoring and evaluating the Manaaki New Zealand Scholarships Programme.
- 13.4 The exchange of information between MFAT, ENZ and immigration authorities (e.g. Immigration New Zealand) including information to enable calculation of benefits or repayment of any debt, to monitor continuing eligibility for assistance, or to exchange information about visa or other immigration applications made by my dependants or myself.
- 13.5 The exchange of information between MFAT, ENZ and the New Zealand Inland Revenue Department, including information to enable calculation of benefits or repayment of any debt, or to monitor continuing eligibility for assistance.
- 13.6 The disclosure of information regarding medical examinations and police/character checks required by the New Zealand Government for the purpose of assessing my eligibility for a visa.
- 13.7 The exchange of information between MFAT, ENZ or the Education Institution and any health or insurance provider for international students and, in respect of any dependants, with education authorities and schools where required.
- 13.8 The disclosure of any personal or academic information, as may be deemed relevant, to or from other agencies.
- 13.9 Using my name, contact details, image, and other personal information (including but not limited to academic information) for the purposes of publicising the Manaaki New Zealand Scholarships Programme, arranging publicity, social or other activities for Manaaki New Zealand Scholars and/or to form alumni or associations of scholars educated in Aotearoa New Zealand or providing my name, image and contact details to other persons to facilitate the same.
- 13.10 Disclosure to assist with the monitoring and evaluation of the scholarships scheme while on scholarship and any time after completion of my scholarship, which shall be at the discretion of MFAT and/or ENZ.
- 13.11 Informing, if relevant, my dependants of the disclosure of information about them, as described above.
- 13.12 I understand that under the New Zealand Privacy Act 2020 I may access and correct personal information about me that has been collected and held by MFAT and/or ENZ.
- 13.13 This condition 13 (Sharing personal information) survives the term of my scholarship.





## **Scholarship Declaration**

I, {{PLACEMENT\_REQUEST\_APPLICANT}}:

- 1. Accept the Scholarship Offer outlined in this document;
- Agree that all information provided by me is true, complete and correct and I acknowledge that supplying incomplete or false information may result in the New Zealand Government withdrawing the Scholarship Offer;
- 3. Fully understand and agree to all the requirements outlined in the Letter of Manaaki New Zealand Scholarship Offer, and the Scholarship Conditions and accept that continuation of the scholarship is dependent on my meeting those requirements for the duration of the scholarship. In particular, I understand that:
  - if I do not meet the Scholarship Conditions, or
  - if the information I have provided is false or incomplete, or
  - if I seek or gain New Zealand Resident status, or
  - if I do not return to my home country on completion of my study programme,

my scholarship may be **terminated** and/or I may be required to **repay** the cost of my scholarship;

- 4. Fully understand that if I gain refugee or protected person status, the New Zealand Government has the discretion to terminate my scholarship and if my scholarship is terminated, I may be required to repay the total cost of my scholarship;
- 5. Agree to return to my home country at the end of my study programme for a minimum period of two years, and I confirm that there is nothing that would prevent me from returning to my home country at the conclusion of my study programme;
- 6. Agree to maintain an acceptable standard of conduct, as specified in this letter, Handbook and as may otherwise be specified by the New Zealand Government;
- 7. Am not aware of any medical, personal or other circumstances (e.g. disability, illness, family or financial matters) that might prevent me from completing my study within the scholarship term;
- 8. Agree to advise the New Zealand Government immediately should there be any change in my circumstances;
- 9. Understand that where New Zealand Government approval is required for any action in the administration of my scholarship the approval of my home government may also be required;
- Understand that the laws of New Zealand will apply to any agreement between the New Zealand Government and myself;





11. Understand and agree that MFAT and ENZ may collect, use and disclose information about me or my spouse or partner and any dependent children in accordance with the New Zealand Privacy Act 2020 for the purposes of monitoring and administering my scholarship.

Signature of Scholar:	Date:	

