

INTRODUCTION

The ACER International Student Scholarship – Business (AISS) is awarded to an international student who enrolls in a full-time, on-campus undergraduate Business course in an Australian campus of an Australian University. The full value of the scholarship is AUD\$50,000.00, paid to the relevant Australian university toward the scholarship student's fees.

LEGAL NOTICE

This document is a **legal contract** between you and The Australian Council for Educational Research Ltd ABN: 19 004 398 145 (“ACER”) which you (“You”) agree to enter into by:

1. Completing the AISS application on the AISS website www.acer.edu.au/aiss; and
2. Paying the registration fee to sit for the ISAT selection test.

The legal contract contains terms and conditions which are detailed below. Please read those **terms and conditions** carefully as they govern:

1. Any AISS awarded by way of letter of offer;
2. Acceptance of the letter of offer; and
3. AISS payment; and
4. Other terms and conditions of the AISS;

and you will be bound by those terms and conditions.

Therefore, it is important that You read and understand the terms and conditions before completing the AISS application and paying the ISAT selection test registration fee.

You should seek Your own legal advice prior to entering this contract.

THE CONTRACT

Between:

The Australian Council for Educational Research Ltd ABN: 19 004 398 145
 (“ACER”)

And

You

This Contract contains the **terms and conditions** You agree to by completing the steps detailed in the legal notice above.

1. ACER's obligations

ACER is responsible for:

1. Awarding or refusal to award the AISS;
2. Approving the Approved Business Course, such approval being in ACER's absolute and sole discretion;
3. Deciding eligibility; and
4. Administering of the AISS including payment, review of academic progress each semester and provision of information in relation to AISS.

2. Your obligations

You are responsible for:

1. Ensuring ACER is fully informed at all relevant times of Your contact details and other personal information required for any purpose connected with the AISS;
2. Acceptance or rejection of any AISS letter of offer. The letter of offer will notify You of the method of such rejection or acceptance and the date by which such shall occur;
3. Ensuring that at all relevant times You meet the eligibility criteria for the awarding of the scholarship any payment of the scholarship;
4. Making satisfactory progress in Your coursework; and
5. Complying with this Agreement.

3. Award of AISS

Subject to clause 7.1 the AISS will be awarded to the Candidate who has applied for the AISS and who achieves the highest total score in ISAT. The score will be calculated to two decimal places. In the event of a tied total score, the AISS will be awarded to the Candidate with the highest quantitative score. Only test scores obtained in the testing window of April 2013 to February 2014 are eligible for the 2014 AISS.

Payment of amounts to the successful Candidate under the AISS is in consideration of the Candidate complying with the terms and conditions of this Agreement and, in particular, satisfying any publicity requirements specified herein.

3.1 Eligibility criteria

To be awarded the AISS and to continue be paid amounts consequent upon that award You must meet the following eligibility criteria:

1. Be the scholarship applicant who achieves the highest score in ISAT;
2. Accept the AISS offer by the due date and in the manner specified in any letter of offer to be eligible to receive payment;

3. Be (and maintain during the relevant period) a full time enrolled status (enrolled in at least 18 credit points per semester) in an Approved Business Course;
4. Be an International Student as defined under the terms of the *Education Services for Overseas Students Act 2000* (Cth);
5. Comply at all relevant times with the terms of the International Student Higher Education Visa and, in particular, its terms as to attendance, working hours and adherence to Australian law;
6. Comply at all relevant times with the terms and conditions of this Contract;
7. Be a resident of Australia for the purposes of study at an Australian University;
8. Adhere to the Australian University's academic and administrative policies You are enrolled in;
9. Maintain at least a Pass grade in all subjects of the Approved Business Course. A subject which the University deems to be Incomplete is not a Pass. You may have Your scholarship terminated after the first semester if You fail to meet the required academic performance;
10. You have not previously received or at any relevant time receive any payment from a third party in the form of a scholarship type payment towards Your costs and expenses of the Approved Business Course;
11. Provide true, accurate and complete information to ACER at all relevant time. The AISS may be withdrawn at any stage if You provide false or misleading information or withhold relevant information. Providing false information to receive a financial benefit may constitute a criminal offence; and
12. Meet any additional criteria detailed in your offer letter.

ACER will re-assess You in respect of the above eligibility criteria prior to each payment under the AISS . If You do not meet the eligibility criteria comply and/or with this Contract at all relevant times your award of the AISS and all consequent payments may be terminated without notice.

4. The value of the AISS

The value of the AISS awarded to You will be as specified in Your letter of offer but only up to a maximum of \$AUD50,000.00 over two or three years.

4.1 Payment of monies under the AISS

AISS monies are made available at the start of each semester up to a value of \$AUD12,500.00.

Payment is conditional upon:

1. Receipt by ACER of invoices from an Australian University in respect of the Approved Business Course;
2. You at all relevant times:
 - a. Meeting the terms and conditions of this Contract;
 - b. Having supplied all information to ACER requested by ACER;
 - c. Notifying ACER promptly in writing in the event of any change in Your enrolment, coursework or deferral or intermission of such giving full particulars of the same; and
 - d. Obtaining the minimum number of credit points required to complete the degree, in respect of the Approved Business Course awarded by the relevant Australian University, You are enrolled in at the time You receive Your first AISS payment. No payments will be made for any additional credit points or advance standing.

Payment will be made as specified in Your letter of offer.

4.2 Taxation

Goods and Services Tax (GST) is payable for all goods and services provided within Australia. Payments made with scholarship monies include GST.

It is Your responsibility to determine the taxation implications of the AISS, if any, as they apply to You. Further information can be obtained from the Australian Taxation Office website: www.ato.gov.au/individuals/.

5. The duration of Your AISS award

Any award of the AISS will be for the years 2014 and 2015, and possibly 2016.

However, ACER may terminate Your award of the AISS without notice if you have:

1. Discontinued Your Approved Business Course or have an 'inactive' enrolment;
2. Any intermission, deferral, or delay occurs to Your Approved Course even if the relevant Australian University approves such intermission, deferral, or delay;
3. Failed to meet the eligibility criteria and conditions of the AISS;
4. Failed to maintain satisfactory academic progress;
5. Become an Australian citizen or Permanent Resident;
6. Been suspended or excluded for misconduct by the relevant Australian University for whose Approved Business Course You were awarded the AISS;
7. Breached Your International Students Higher Education Visa; or
8. Been made an incorrect AISS offer.

If Your award of the AISS is terminated You will not receive any further payments. You may be required to repay some or all of Your scholarship if you receive a refund from the relevant Australian University in part or in whole in respect of its fees paid.

5.1 Appeals

There are no appeals from ACER decisions in respect of the awarding or administration of the AISS and all such decisions are in ACER's sole and absolute discretion.

6. Personal information

It is necessary for the due administration of the AISS and monitoring compliance with this Contract that You must allow the exchange of Your personal information between ACER and the relevant Australian University You are enrolled in, including contact details, results, visa status.

6.1 Publicity

You agree that ACER may use your personal information in any media for future promotional, marketing and publicity purpose related to AISS and ACER without further reference.

This may include:

1. You participating in publicity for the AISS such as written responses, interviews, photos, filming or ceremonial events;
2. ACER publishing Your name, image, basic profile and descriptions of your university experiences.

Arrangements for such publicity will be made through ACER's AISS Office.

6.2 Privacy

ACER is regulated by the *Privacy Act 1988 (Cth)* and its privacy policy accessible at <http://www.acer.edu.au/about/assessment-services-privacy-policy>.

The information You provide to ACER in your registration for ISAT and application for AISS is collected for the primary purposes of administering the ISAT, assessing Your eligibility to receive the AISS and, if You are successful; offering You and administering the AISS (which includes publicity for the AISS). Other purposes of collection include dealing with administrative matters relating to Your application, corresponding with You, research and complying with the law.

By entering this Contract You **CONSENT** to your personal information being used for such purposes.

The information may also be disclosed to: Australian Universities, contracted service providers used by ACER to perform services on its behalf (such as banks, logistics and IT service providers); government department staff or other ACER staff; and in the event of emergencies; police, medical or hospital personnel, civil emergency

services, Your nominated emergency contact person, or other person assessed as necessary to respond to the emergency.

By entering into this Contract You **CONSENT** to such disclosure.

You have a right to access, and seek amendment of, personal information that ACER holds about You, subject to any exceptions in relevant legislation. If You wish to seek access to, or amend, your personal information or inquire about the handling of your personal information access the aforesaid website and complete the Personal Information Request Form at www.acer.edu.au/about/assessment-services-privacy-policy

7. Other contract conditions:

7.1 No Guarantee

ACER makes no guarantee, representation, promise or warranty whether express or implied that You or anyone will in fact be offered or granted the AISS such offering and granting remaining in ACER's sole and absolute discretion even if You meet the eligibility requirements of the AISS.

7.2 Indemnity

You irrevocably and unconditionally indemnify and agree to keep indemnified and hold harmless ACER and its respective, officers, employees, and consultants from and against any and all liability loss harm damage cost or expense, including legal fees, which ACER may suffer or sustain as a result of any act or omission You have done or omitted to be done in connection with this Contract, any AISS awarded to You by ACER, except to the extent that the liability loss harm damage cost or expense arises from ACER's negligent or unlawful acts or omissions. This clause shall survive any termination or expiration of this Contract.

7.3 Variation

This Agreement may be altered only in writing signed by each party.

7.4 Assignment

You must not assign any of Your rights or purport to novate any of Your obligations arising out of this Contract to a third party without ACER's prior written consent.

7.5 Merger

The rights and obligations of the parties under this Contract do not merge on completion of any transaction contemplated by this Contract.

7.6 Expense

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this Contract and any transaction contemplated by it.

7.7 Severance

A provision or part of a provision of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining provisions or parts of the provisions of this Agreement continue in force.

7.8 Waiver

A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

7.9 Relationship

Except where this Agreement expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the parties.

7.10 Jurisdiction

This Agreement is governed by the law of Victoria, Australia and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Victoria, Australia and Courts with jurisdiction to hear appeals from those Courts.

7.11 Entire Agreement

This Contract, together with the Letter of Offer constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

8. TERMS AND CONDITIONS

Definitions

In this Contract the following definitions apply unless the context requires otherwise:

AISS means the ACER International Student Scholarship – Business;

Approved Business Course means a business undergraduate single or double degree conducted by an Australian University where the majority of subjects are delivered on-campus, rather than online. ‘Business’ is a generic term for courses that might encompass Commerce, Economics, Accounting, and related degrees. ACER should approve Your choice of course;

Australian University means a self-accrediting institution with its own legislation (enacted under Australian federal, state or territory legislation) establishing it as a university whose general purpose is the provision of duly accredited (by relevant educational authorities in Australia) educational courses and does not include TAFES (including TAFE divisions of Australian Universities), private providers or ELICOS;

Candidate means a person who has sat ISAT;

ELICOS means English language intensive courses for overseas students;

International Student Higher Education Visa means the temporary visa (subclass 573 – assessment level 1) issued by the Australian Department of Immigration and Citizenship;

ISAT means the ACER International Student Admissions Test; and

TAFE means training and further education courses and institutions.

Interpretation

In this Contract, unless the context requires otherwise:

- a. A reference to this Contract or any other instrument includes any variation or replacement of any of them;
- b. The singular includes the plural and vice versa;
- c. Time is calculated exclusive of the commencing day;
- d. If an event is to occur on or by a given day which is not a business day, the given day is taken to be the next business day;
- e. Headings are for convenience and do not affect interpretation;
- f. Unless specified to the contrary, reference to “dollars” or “\$” is to an amount in Australian currency.
- g. A reference to any statute, or any particular provision or provisions of a statute, includes any amendment, replacement or re-enactment thereof for the time being in force and any by-laws, statutory instruments, rules, regulations, notices, orders, directions, consents or permissions made there under and any conditions attaching thereto.
- h. A covenant, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally.
- i. A covenant representation or warranty on the part of two or more persons binds them jointly and severally.