

Prime Minister's Scholarships to Asia and Latin America (PMSA/PMSLA): Terms and Conditions

These Terms and Conditions set out the relationship and expectations between you and ENZ. If you have any questions about this document, please contact our Scholarships team at scholarships@enz.govt.nz

Interpretation

1. In these terms and conditions, unless the context requires otherwise, the following terms shall have the following meanings:

Application means your application for the Scholarship and includes all information you provided us at any time before the Scholarship was awarded to you;

ENZ means Education New Zealand and “us”, “our” and “we” has a corresponding meaning;

Group Application means an Application submitted on behalf of a group for the purposes of a Group Scholarship;

Group Scholarship means where a PMSA/PMSLA Scholarship is awarded to a group of individuals and to which the additional terms and conditions in Schedule 1 of these Terms and Conditions apply;

Force Majeure Event means any of the events or circumstances set out in clause 46;

Insurance Information Coverage Page means the document setting out insurance requirements for PMSA and PMSLA recipients (see [link](#))

Home Institution means the New Zealand tertiary education institution where you are completing your studies in New Zealand;

Host Country means the country where your Host Institution is located;

Host Institution means the overseas educational institution where you will study during the term of the Scholarship;

MFAT means the New Zealand Ministry of Foreign Affairs and Trade;

Offer of Scholarship means the “offer of Scholarship” email from us to you, setting out the terms of the Scholarship;

¹ includes but is not limited to: World Wide Web, email, instant messaging, videoconferencing, shared file spaces, the Stream environment, collaboration tools, chat rooms, email lists, peer to peer communications, and telecommunications generally¹

<i>PMSA/PMSLA</i>	means the Prime Minister’s Scholarship to Asia and Latin America programme, administered by us;
<i>PMSA/PMSLA Scholarship</i>	means a scholarship provided under the PMSA/PMSLA;
<i>Programme</i>	means your chosen course of study at the Host Institution set out in your Application;
<i>Scholarship</i>	means the PMSA/PMSLA Scholarship awarded to you by us;
<i>Terms and Conditions</i>	means these terms and conditions, including all schedules;
<i>You and your</i>	means the recipient of the Scholarship;

2. Schedule 1 of these Terms and Conditions sets out additional terms and conditions that apply to Group Scholarships and must be read together with these Terms and Conditions.

General

3. The Scholarship is specific to you.
4. You are awarded the Scholarship for the specific Programme, country and Host Institution stated in your Application and the Offer of Scholarship. Any proposed changes to your Programme, Host Institution or country are not permitted during the term of the Scholarship.
5. At the time of your Application, you must:
 - a. be a New Zealand citizen; or
 - b. have permanent residence status; and
 - c. be ordinarily resident in New Zealand, i.e., at the time of your application, you had resided in New Zealand for at least 12 of the previous 24 months.
6. You cannot apply to study at a campus or delivery site of a New Zealand tertiary institution based in Asia or Latin America.
7. If you are on an exchange or study abroad programme, you must have the support of your Home Institution (if applicable) and the Host Institution. Failure to secure this support before starting study abroad may result on the Scholarship being terminated.

Other Scholarships

6. If you have already been awarded a PMSA/LA Scholarship as a member of a group programme, you may apply for a second PMSA/LA Scholarship as an individual. You are only eligible for a maximum of two awards in total.
7. The maximum PMSA/LA Scholarship funding that you are eligible to be awarded, whether as an individual, as part of a group programme, or both, is for 72 weeks over 24 months active study time. For example, if a student is awarded a PMSA/PMSLA Scholarship as part of a group programme which is funded for 10 weeks, the same student is eligible to apply for a PMSA/LA Scholarship as an individual and could receive up to 62 weeks funding for the individual programme.
8. You may hold other scholarships, awards or grants in addition to your Scholarship, provided that is permitted under the terms of the other award/s. The amount awarded under your Scholarship may take any other awards you hold into account. You must disclose to us the details of your other scholarships, awards or grants.

Funding

9. You cannot apply for additional PMSA/LA Scholarship funding to extend your Programme after your Offer of Scholarship has been made.
10. Unspent Scholarship funds of NZ\$2,000 or more, including any reimbursements from insurers (if applicable), must be refunded to us by the earlier of:
 - a. four (4) weeks of the date of your return to New Zealand; or
 - b. the end of your programme.
11. You must provide us with proof of any non-refundable funds through expense receipts.

Timing

12. PMSA/PMSLA Scholarships cannot be awarded for programmes that have already commenced at the time an award is made. Your Application must clearly state the proposed start date of your Programme and you acknowledge that we may take up to 12 weeks to pay out scholarship funding to you following an award being made. You acknowledge that if your Programme starts before the Scholarship is awarded to you, you will no longer be eligible for the Scholarship and your Application will be declined.
13. You must start your Programme within 20 months of being awarded the Scholarship. If you do not do so, you must immediately inform us and the termination provisions of these Terms and Conditions will apply.
14. You must notify us immediately if you fail to commence or do not gain entry into the Programme for which you have been awarded the Scholarship and/or country stated within your Application. The termination provisions of these terms and conditions will apply in that event.
15. If you fail to commence the Programme due to a Force Majeure Event (see clause 46 of these Terms and Conditions), your Programme may be deferred for up to 24 months (unless we have given you notice cancelling or terminating your Scholarship).

Transport and Travel

16. You can only travel to countries that have been deemed “safe” by MFAT’s advisory at the time you commence your travel to the Host Country. See: [Travel advisories by destination | SafeTravel](#).
17. You **must register** with MFAT at: <https://www.safetravel.govt.nz/> before you commence travel to your Host Country. Up-to-date region and destination-specific risk reports are available on the SafeTravel website, and you should ensure you remain informed as to the levels and types of risk relevant to your host country. We recommend that follow the SafeTravel Facebook page to receive ongoing information throughout your studies abroad.
18. You must comply with our reasonable requests for you to register with any travel safety partners we specify, to provide alerts, travel advice and helpful country information.
19. **You are responsible for securing appropriate entry visa/s to your Host Country, including obtaining all vaccinations and proof of vaccination required by your Host Country before entry. We are not responsible for securing entry visa/s or assisting with your travel requirements.**
20. You may travel to within your Host Country during the scholarship programme. Travel to any other country (i.e. outside your Host Country’s borders) without our prior consent is not permitted during the Programme or outside New Zealand for the purposes of the Scholarship, unless it is for the purposes of your Programme. You must notify us in advance by email of any travel movements outside of the locations specified in your Application. Please send your email to scholarships@enz.govt.nz.

Insurance

21. You are responsible for all of your own insurance(s) and must ensure that you:
 - a. have comprehensive insurance which meets our requirements as specified in the Insurance Coverage Information Page; and
 - b. to purchase this insurance at the time you purchase your flight tickets.
22. We will not reimburse any additional costs not covered by your insurer.

Safety and Support

23. You are responsible for your own health, safety and welfare while overseas.
24. You must have regard to the risks and dangers specific to your Host Country and must not unnecessarily risk your health, safety or welfare.
25. **We strongly recommend that you seek medical advice relevant to living in your host country and obtain all recommending vaccinations, including the SARS-COV-2 (COVID-19) vaccination(s) and relevant booster(s), before departing New Zealand.**
26. During the Programme, you must adhere to your Host Country, Host Institution and Home Institution rules and travel guidelines.
27. If you have concerns about any conditions in your Host Country, you should contact us. We will provide you with any relevant information known to us, or refer you to the relevant institution or agency.
28. While we will do our best to provide you with support during your Programme, we are not responsible for your health and safety while overseas. We are not responsible for or liable for any injury, claims, losses, damages or costs (including legal costs) caused directly or indirectly by your acts or omissions or those of third parties and we have no obligation to defend any such claim against you and will not pay for any such defence by you.
29. You understand and agree that the prosecution or defence of any claims for or against you for any injury, losses, damages or costs (including legal costs) however arising suffered during your scholarship programme is your sole responsibility. ENZ is not responsible for retaining your legal counsel or for paying your legal fees and will not do so.
30. If we cancel, suspend or terminate your Scholarship under clause 46, you must follow any reasonable directions given by us or any other relevant New Zealand Government agency given for the purposes of ensuring your personal safety or wellbeing, including any direction to return to New Zealand. You acknowledge that if you do not follow reasonable directions given under this clause, you must upon demand repay all Scholarship funds paid to you, or such lesser amount as we may require.

Code of Conduct

31. You must comply with all Programme responsibilities and requirements identified by us, your Home Institution and Host Institution. This includes orientation type activities and briefings, attending your Programme and completing course work responsibilities.
32. You are expected to represent New Zealand (and where relevant, your Home Institution) positively; particularly demonstrating the quality of a New Zealand education experience to the world in a way that acknowledges the importance of Te Tiriti and a Māori worldview.
33. You must not bring yourself, your Home Institution, ENZ or the Scholarship into disrepute.
34. You must demonstrate willingness and preparedness to put into practice the following aims of the scholarship:
 - a. Strengthen New Zealand institutions' connections with their counterparts in key Asian and Latin American countries;
 - b. Promote understanding of the strength and quality of New Zealand's education system and raise awareness of New Zealand as a preferred education destination;
 - c. Improve the international skills of the New Zealand workforce;

- d. Strengthen people to people connections between New Zealand and countries in Asia and Latin America through participants building lifelong friendships and networks;
 - e. Strengthen New Zealand's ability to engage with key trading partners; and
 - f. Improve New Zealanders' understanding of key trading partners' business practices and culture.
35. You will at all times act consistently with the standards of conduct, dress, speech and customs of the particular workplaces, institutions and region/s visited during your Programme, and remain respectful, polite and positive.
36. You understand and agree that while abroad, you are subject to the laws of the Host Country and community and you must abide by these laws and rules. We strongly recommend that you familiarise yourself with your Host Country's laws and customs before leaving New Zealand, as they may be very different to New Zealand law. You understand that neither the Host Institution, ENZ, nor the New Zealand government have the ability to protect you from arrest or punishment for breaking local laws or any illegal activities.

Programme completion

- 37. You must maintain satisfactory progress with completion of your Programme in accordance with the terms of your Application and Host Institution rules and regulations.
- 38. We may request that you complete reports or surveys about your Scholarship experience, and you agree to complete these in a timely manner upon the completion of your Programme.
- 39. We may ask you to participate in promotional and alumni activities and would appreciate your participation where possible.
- 40. You must supply us with evidence of Programme completion as soon as practicable upon completion of the Programme.

Digital tools

- 41. You are encouraged to use internet and digital communication tools to their fullest potential to enhance the scope, quality and innovation of your scholarship experience. You must comply with all policies of your Host Institution and Home Institution (where applicable), as well as all of the Host Country's laws, when using the internet and digital communication tools.
- 42. If you are not affiliated with a New Zealand institution, as a minimum you must comply with:
 - a. the New Zealand Copyright Act 1994 (no material is to be used without the written permission of the copyright owner); and
 - b. the Films, Videos and Publications Classification Act 1993 ("Classification Act") (it is illegal to possess, own, sell, hire, give or buy an objectionable publication. Users should not intentionally access, send or download objectionable material by email or through the Internet). Section 3 of the Classification Act states that material is "objectionable" if it describes, depicts, expresses, or otherwise deals with matters such as sex, horror, crime, cruelty, or violence in such a manner that the availability of the publication is likely to be injurious to the "public good".
- 43. You must not endorse any criminal or anti-social activity, including not posting or sharing any activity on social media involving drugs, binge drinking or any other disruptive and/or criminal behaviours.

Post-return

- 44. You understand that we have no responsibility for expenses incurred after the Programme has ended. This includes for example, any expenses for mandatory or voluntary quarantine in New Zealand or overseas, medical or psychological support.

Termination of the Scholarship

45. We may immediately terminate the Scholarship by notice in writing to you if:
- a. You breach any of these Terms and Conditions; or
 - b. You fail to maintain satisfactory progress with completion of your Programme, or you fail to complete your Programme; or
 - c. You fail to maintain satisfactory good standing and appropriate behaviour as outlined in the Code of Conduct provisions of these Terms and Conditions, or as required by your Host Institution or Home Institution; or
 - d. You are charged with or convicted with any offence in New Zealand or any other country, or you are liable for deportation from your Host Country; or
 - e. You are suspended or expelled from the Host Institution, or your Home Institution; or
 - f. You made, in our sole judgment, a material misrepresentation or non-disclosure in your Application; or
 - g. If, in our sole judgment, we consider that you have engaged in behaviour or took actions which are not in the best interests of either you or ENZ; or
 - h. You fail to commence or do not gain entry into the Programme and/or the country stated in your Application; or
 - i. If, in our sole judgment, anything similar to the events in clause 45a. to h. have occurred.
46. We may cancel, suspend or terminate your Scholarship at any time by notice, if, in our sole judgment:
- a. the conditions in your Host Country or any other country are such that your safety may be in jeopardy while travelling to or from, or living in, the Host Country; or
 - b. if circumstances outside our control arise that affect the Scholarship, including, but not limited to: natural disasters, pandemics, epidemics, endemics, local disease outbreaks, public health emergencies, quarantines, war, civil war, terrorism, strikes, labour disputes, embargoes, government orders, or any other similar events.
47. If we terminate your Scholarship for any reason, you must repay upon demand all Scholarship funds received, or such lesser amount as we may require.

Privacy and confidentiality

48. The data provided to us by you will not be sold or disclosed to third parties for purposes other than those related to operating the Scholarship, including the period following the end of your Programme and alumni engagement. ENZ will retain your personal data for periods reasonably necessary to provide its services and outreach activities. Please refer to [ENZ's privacy policy](#) for more information.

Feedback

49. We are committed to ensuring high quality experiences for PMSA/PMSLA Scholarship participants. We welcome and invite feedback of a positive or critical nature as the basis for continuous improvement of our programmes and services. You may lodge a complaint about any matter that has occurred in your dealings with us by writing to, emailing or calling our Scholarships team:

The Scholarships Team
Education New Zealand
Level 5 Lambton House
160 Lambton Quay, Wellington

scholarships@enz.govt.nz

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