

Education New Zealand
Manapou ki te Ao
Level 5, Lambton House
160 Lambton Quay
PO Box 12041
Wellington 6144
New Zealand

P: +64 4 472 0788
E: info@enz.govt.nz

www.enz.govt.nz
www.studyinnewzealand.govt.nz

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

Group Terms and Conditions

The offer of Group Scholarship funding is specific to the institution/s, organisation/s, whānau trust/ wānanga and/or iwi (from hereon "the Organisation" awarded and the selected Programme, as detailed in your offer of scholarship email.

Interpretation

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

ENZ	means Education New Zealand and "us", "our" and "we" has a corresponding meaning;
Group	means all the Recipients selected by the Organisation to undertake the Programme;
Group Application	means an Application submitted by the Organisation on behalf of the Group for the purposes of the Group Scholarship;
Group Scholarship	means the PMSA/PMLSA Scholarship awarded to the Organisation;
Force Majeure Event	means any of the events or circumstances set out in clause 61;
Individual Terms and	

Conditions	means the separate PMSA/PMSLA terms and conditions Recipients are subject to;
Insurance Information	
Coverage Page	means the document setting out insurance requirements for Recipients as amended or replaced from time to time;
Host Country	means the country in which the Host Institution is located;
Host Institution	means the overseas educational institution where the Group will study during the term of the Group 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;
Organisation	means the institution, organisation, whānau trust/wānanga and/or iwi that has agreed to these Terms and Conditions;
PMSA	means the Prime Minister’s Scholarship to Asia programme, administered by us;
PMSLA	means the Prime Minister’s Scholarship to Latin America programme, administered by us;
PMSA/PMSLA Scholarship	means a scholarship provided under the PMSA/PMSLA;
Programme	means the chosen course of study at the Host Institution set out in the Application;
Recipients	means each individual comprising the Group; and
Terms and Conditions	means these terms and conditions.

General:

1. Group Scholarships are for a minimum of 3 Recipients.
2. Recipients may hold other scholarships, awards or grants in addition to their PMSA/PMSLA Scholarship but cannot hold more than one PMSA/PMSLA Scholarship award at one time.
3. Staff, caregivers, chaperones or guardians accompanying a Group and not participating in the Programme are not eligible to apply for or to be included in the funding request for a Group Application.
4. PMSA Group Programmes must be at least 6 weeks in duration, and PMSLA Group Programmes must be at least 4 weeks in duration.
5. Organisations may submit more than one Group Application per round, to either or both of the PMSA/PMSLA schemes.
6. Organisations must develop their own robust and transparent processes for selecting Recipients to take part in a PMSA/PMSLA Group Application, and for selecting Recipients according to the specified criteria. These processes must be outlined and implemented as specified in the application form.
7. ENZ works under a no surprises policy. Organisations must notify ENZ as soon as possible of any matters that affect Recipients' well-being, changes to travel dates, or may affect the reputation of the PMSA/PMSLA.
8. If an Organisation decides to change plans before or during the Programme, any additional costs must be covered by the Organisation. This includes deciding to return home early. Any such changes must be approved by ENZ in advance.

Recipients

9. Organisations must only select Recipients who hold New Zealand citizenship or have permanent residence status and in all cases are ordinarily resident in New Zealand, i.e., have resided in New Zealand for at least 12 of the previous 24 months prior to application.

10. Organisations must only select Recipients who have not previously benefitted from a Group Scholarship.
11. Recipients are only eligible for a maximum of two PMSA/PMSLA Scholarships, one as part of a Group and one as an individual. Recipients may not benefit from two PMSA/PMSLA Scholarships at the same time.
12. Recipients may receive funding covering up to a maximum of 72 weeks of study over 24 months active time on a PMSA/PMSLA Scholarship. This time includes time spent as part of a Group.
13. Recipients may hold other non-ENZ scholarships, awards or grants in addition to their PMSA/PMSLA Scholarship, provided the terms of the other award/s allow for this. The PMSA/PMSLA Scholarship amount awarded may take into account other scholarships, awards or grants a Recipient holds.
14. Organisations must provide prospective Recipients with comprehensive information regarding the Programme as well as ENZ's PMSA/PMSLA Terms and Conditions during the recruitment and selection process.
15. Organisations must ensure that all selected Recipients complete scholarship documentation. This includes completing and/or entering into the Individual Terms and Conditions, registration with ENZ, pre, during and post surveys, registration with MFAT Safe travel website, <https://www.safetravel.govt.nz> and any other documents that ENZ requests and are necessary to ensure the safety and well-being of Recipients.
16. The Organisation acknowledges that ENZ will provide Recipients with training both prior to and after the commencement of the Programme. The Organisation will ensure all Recipients satisfactorily complete this training (to be determined at ENZ's sole discretion).
17. In addition to the training provided by ENZ, the Organisation will provide Recipients with further training as directed by ENZ. The Organisation will involve ENZ in this further training to the extent required by ENZ.

18. Organisations may substitute eligible individuals from their reserve list where approved Recipients withdraw. ENZ must be notified of any changes or substitutions.
19. ENZ may withhold its consent to the inclusion of any Recipient in the Group for any reason, including (but not limited to) the Recipient's failure to satisfactorily complete the training detailed at clauses 16 and 17 above. In either case, the Organisation shall provide ENZ with the details of another proposed Recipient for ENZ's consideration.
20. Where there is any conflict between the provisions of these Terms and Conditions and the provisions of the Individual Terms and Conditions, the relevant provisions of the former shall prevail.

Programme

21. Organisations are awarded the Group Scholarship for the Programme, Host Institution and Host Country/ies stated in the application form. Programme, Host Institution or Host Country changes are not permitted during the term of the Group Scholarship.
22. Organisations cannot apply to study at a campus or delivery site of a New Zealand tertiary institution based in Asia or Latin America.

Funding

23. Funding will be paid by ENZ to the Organisation's nominated account. All payments will be made in NZD. Funding will be based on the estimated expenses the Organisation provides ENZ in the Group Application, subject to any adjustments ENZ may, in its sole discretion, make.
24. The Organisation acknowledges that, while ENZ will endeavour to make payments in a timely manner, payment times vary, and it may take up to 12 weeks to receive payment for expenses incurred. The Organisation will ensure it has sufficient funds to meet any PMSA/PMSLA-related expenses incurred by the Organisation (including the Group) during this timeframe.
25. Organisations and any other third parties involved in the delivery of the Programme are not to charge Recipients for any extra funds related to the undertaking of the Group Scholarship that have not been stipulated in their application process.

26. All funding provided by ENZ must be allocated towards the expenses included in the Group Application. Upon request from ENZ, Organisations will provide detailed accounts (in the manner and form ENZ directs) of how funding was spent once the Programme is completed, or at any stage prior.
27. Unspent Group Scholarship funds, including any reimbursements from insurers if applicable, are to be refunded to ENZ within four (4) weeks of return to New Zealand. Organisations must provide proof of any non-refundable funds.

Timing

28. Scholarships cannot be awarded for Programmes that have already commenced at the time all or any of the Group is scheduled to arrive in the Host Country .
29. Programmes must begin within 18 months of the Organisation being awarded the Group Scholarship.
30. If a Group fails to commence, or does not gain entry into the Programme for which the Organisation has been awarded, the Group Scholarship and/or Host Country stated within the Group Application, the Group Scholarship will be terminated and clause 60 of these Terms and Conditions shall apply.

Transport and Travel

31. Recipients may only travel to countries that have been deemed “safe” by New Zealand’s Ministry of Foreign Affairs and Trade’s (MFAT) advisory at the time the Group commences travel to the Host Country. See: **[Travel advisories by destination | SafeTravel](#)**
32. Organisations (including Recipients) may be required to register with any travel safety partners ENZ requests, to provide alerts, travel advice and helpful country information.
33. Organisations are responsible for securing appropriate entry visa/s to the Host Country/ies.
34. Recipients may travel to different regions within the host country/ies. Travel to any other country (i.e. outside the countries stipulated in the application form) without our prior consent is not permitted during the scholarship. Organisations must notify ENZ by e-mail of any travel movements outside of the locations specified in your application. Please send your email to scholarships@enz.govt.nz.

Insurance

35. Organisations must ensure that all Recipients have comprehensive insurance, that this insurance meets ENZ's requirements as specified in the Insurance Coverage Information Page, and to purchase this insurance at the time Recipients' flight tickets are purchased. ENZ may, upon request, request evidence of the insurance of the Recipient.
36. ENZ will not reimburse any additional costs not covered by the insurer including, but not exclusive to, change of flights, living allowance and accommodation expenses incurred due to COVID-19 disruptions.

Safety and Support

37. The health, safety and welfare of Recipients while overseas is the responsibility of the Organisation.
38. The Organisation must have regard to the risks and dangers specific to the Host Country/ies and must not unnecessarily risk the health, safety or welfare of Recipients. ENZ strives to promote a positive learning experience but cannot guarantee the health and safety of Recipients.
39. If Organisations have concerns about any conditions in the Host Country, or the well-being of students, they should contact ENZ. ENZ will provide you with any information available to ENZ, or will refer you to the relevant institution or agency.
40. Support from ENZ will be available to Recipients throughout the Group Scholarship term. However, Organisations understand that ENZ does not supervise the manner by which Recipients fulfil their functions as participants in the Programme. Organisations understand and agree that ENZ has no responsibility or liability for damages or injuries claimed to have been caused by acts or omissions on the Organisation's part and that ENZ has no obligation to defend such claims and will not provide funds for such defence.
41. Organisations understand and agree that prosecution of any claims for damages or injuries suffered during the Programme is the Organisation's sole responsibility. ENZ will not be responsible for retaining legal counsel or for counsel's fees.

42. If we cancel, suspend or terminate the Group Scholarship under clause 61, the Organisation must follow any reasonable directions given by us or any other relevant New Zealand Government agency given for the purposes of ensuring Recipients' personal safety or wellbeing, including any direction to return to New Zealand. The Organisation acknowledges that if it does not follow reasonable directions given under this clause, it must upon demand repay all Scholarship funds paid to it, or such lesser amount as we may require.

SARS-CO V-2 (COVID-19 or Coronavirus)

43. Organisations must keep informed about any requirements in relation to COVID-19. Specific conditions may be required in some instances, such as when obtaining a visa, to board planes, upon arrival or prior to Programme enrolments, to name the most common. The cost associated with COVID -19 testing necessary to depart and return to New Zealand are covered by the Group Scholarship. Any other COVID-19 related testing is the Organisation's responsibility.

44. ENZ will provide ongoing support and monitoring to help address the needs that Organisations may have to face, including those related to COVID-19. If Recipients become ill with COVID-19 during the Programme the cost of medical care must be covered by their medical insurance.

45. The Organisation must act in accordance with the New Zealand Government's COVID-19 protection guidance and public health advice as well as any government COVID-19 requirements in the Host Country. The breach of such conditions may result in the Group Scholarship being terminated.

Code of conduct

46. Organisations are expected to represent New Zealand positively; particularly demonstrating the quality of a New Zealand education experience to the world in a way that acknowledges the importance of Te Tiriti o Waitangi and a Māori worldview.

47. Organisations must demonstrate willingness and preparedness to put into practice the aims of the Group Scholarship.

48. Organisations and Recipients will take into consideration the standards of conduct, dress, speech etc of the particular workplaces, institutions and region/s visited, and remain respectful, polite and positive.

49. Organisations understand and agree that Recipients are subject to the laws of the Host Country/ies and host community and agree to abide by these laws and rules. The Organisation acknowledges that neither the Host Institution, nor ENZ, nor the New Zealand Government have the ability to protect Recipients from arrest or punishment with respect to breaking local laws or any illegal activities. Organisations understand that in the event of legal proceedings related to such offences or other legal matters, Recipients are responsible for any legal fees or costs.
50. The Organisation will ensure that Recipients are aware of and comply with the obligations set out at clauses 46 – 49 above.

Programme completion

51. Recipients must maintain satisfactory progress with completion of the Programme in accordance with the terms of the Group Application and Host Institution rules and regulations.
52. Organisations must complete any requested reports or surveys as requested by ENZ about the scholarship experience.
53. ENZ may ask Organisations and/or Recipients to participate in promotional and alumni activities and would appreciate the parties participating in such activities where possible.
54. Organisations must upload evidence of Programme completion.

Digital tools

55. Organisations are encouraged to use Internet and digital communication tools to their fullest potential to enhance the scope, quality and innovation of scholarship-related experiences. Such activities shall comply with all associated institutional policies of your Host institution and New Zealand institution where applicable, as well as any of the Host Country's laws.
56. Organisations that are not affiliated with a New Zealand institution (e.g. whānau trusts), as a minimum, must comply with the New Zealand Copyright Act 1994 (no material is to be used without the written permission of the copyright owner), and the Films, Videos and Publications Classification Act 1993 (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 that 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”*.
57. Organisations 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

58. Organisations understand that ENZ has no responsibility for expenses incurred after the Programme has ended. This includes for example, any expenses for mandatory or voluntary quarantine in New Zealand, medical or psychological support.

Termination of the Scholarship

59. We may immediately terminate the Scholarship by notice in writing to the Organisation if:
- a. The Organisation/Recipients breach any of these Terms and Conditions; or
 - b. Recipients fail to maintain satisfactory progress with completion of the Programme, or fail to complete the Programme; or
 - c. The Organisation/Recipients 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 the Host Institution or Host Country; or
 - d. A Recipient is charged with or convicted with any offence in New Zealand or any other country, or becomes liable for deportation from the Host Country; or
 - e. A Recipient is suspended or expelled from the Host Institution; or
 - f. A material misrepresentation or non-disclosure was made, in ENZ's sole judgment, in the Group Application; or
 - g. If, in ENZ's sole judgment, we consider that the Organisation/Recipients have engaged in behaviour or taken actions which are not in the best interests of either ENZ; or
 - h. A Recipient fails to commence or does not gain entry into the Programme and/or the Host Country; or
 - i. If, in our sole judgment, anything similar to the events in clause 59a. to h. have occurred.
60. If we terminate the Group Scholarship (for any reason), the Organisation must repay upon demand all Group Scholarship funds received, or such lesser amount as we may require.

61. Organisations understand that ENZ has the right to cancel or suspend a Group Scholarship at any time if, in the sole judgement of ENZ, the conditions of the Host Country/ies are such that Recipients' safety may be in jeopardy while travelling to or living in such country/ies, or if circumstances arise that are not within ENZ's control that affect the Programme, such as, but not limited to, national disasters, pandemics, epidemics, endemics, local disease outbreaks, public health emergencies, quarantines, war, terrorism, strikes, labour disputes, embargoes, government orders, or any other force majeure events.

Privacy and confidentiality

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

Feedback

63. We are committed to ensuring high quality experiences for PMSA/PMSLA 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
scholarships@enz.govt.nz
021 581 0455
Education New Zealand
Level 5 Lambton House
160 Lambton Quay, Wellington



Agreement:

64. I acknowledge I have read and understood all the terms and conditions contained in this document and I confirm that I have the designated authority within my organisation to enter into this agreement.

Date:

Signed:

Full Name (printed)

Organisation