



Australia Awards

Post-Doctoral Fellowships

Phase 2 Guidelines
2017/18



Glossary

AAUN	Australia Africa Universities Network
Awardee	The successful applicant who receives an Australia Award Post-Doctoral Fellowship
Applicant	The person applying for an Australia Awards Post-Doctoral Fellowship
The Contractor	Palladium - contracted by DFAT to manage Australia Awards – Africa
DFAT	Department of Foreign Affairs and Trade
DIBP	Department of Immigration and Border Protection
Home country	The country of citizenship and permanent residency of the applicant
Host country	Australia
Home Institution	The organisation the applicant works for or the institution they attend or are enrolled at
Host Institution	The organisation or the institution the applicant proposes to attend
OVHC	Overseas Visitors Health Cover
Post-Doctoral Fellow	Person who has completed a PhD and is undertaking research
Proposed programme	The study, research, professional development or internship activities outlined by applicants in their application

Contents

Glossary	1
1. Introduction	4
1.1 Background	4
1.2 Objectives	4
1.3 Stakeholders	4
2. Overview	6
2.1 Summary	6
2.2 Awardee Obligations	6
2.3 Financial Entitlements	6
2.4 Eligibility Criteria.....	7
3. Fraud.....	9
4. How to Apply.....	10
4.1 Steps required to apply for a Post-Doc Fellowship.....	10
4.2 Timeline for the 2018 round Post-Doc Fellowship.....	10
4.3 Applicants' Responsibilities.....	11
4.4 Supporting documentation	11
4.5 Assistance	12
5. After the Application Process	13
5.1 Selection criteria and weighting	13
5.2 Assessment.....	13
5.3 Awardee Commitments.....	14
5.4 Institution Commitments	14
6. Awardees with disability.....	15
6.1 Support for people with disability	15
6.2 Applicants with disability	15
7. Awardee's Family	17
8. Visas	18
8.1 Visa Requirements for Awardees	18
8.2 Visa Requirements for accompanying dependent family members	18
8.3. Visa requirements for Awardees with disability	18
8.5. Visa obligations	18
9. Variations to Fellowship	20
9.1 Withdrawals.....	20
9.2 Extensions.....	20

9.3	Suspensions.....	20
9.4	Transfers	21
9.5	Reductions	21
9.6	Terminations	21
	Annexes	23
	Annex 1: Roles and Responsibilities.....	23
	Annex 2: Eligible African Countries and AAUN members	25
	Annex 3: Award Entitlements	26
	Annex 4: Letters of Support.....	30
	Annex 5: Post-Doctoral Fellowship Grant Agreement	31
	Annex 6: Additional Terms and Conditions	50
	Annex 7: Support of Awardees with disability	55

1. Introduction

1.1 Background

Australia Awards – Africa (the Program) is an Australian Government funded initiative through the Department of Foreign Affairs and Trade (DFAT) designed to equip Africans with the skills and knowledge necessary to contribute to sustainable economic and social development outcomes in their own countries; and to build long-term, sustainable links with Australia.

Australia Awards – Africa provides a mix of scholarships and short courses to African people from eligible African countries in the public, civil society and private sectors and within targeted disciplines that support the home countries' developmental priorities.

Australia Awards – Africa is managed by Palladium on behalf of DFAT.

In 2018 the Program will pilot Phase 2 of Post-Doctoral (Post-Doc) Fellowships to Africans in partnership with the Australia Africa Universities Network (AAUN). A full evaluation of Phases 1 and 2 will inform a recommendation for the Minister of Foreign Affairs and Trade to consider offering post-docs as an ongoing award component in the Australia Awards-Africa program, to eligible countries from 2020.

1.2 Objectives

The Pilot Post-Doc Fellowship program seeks to:

- develop on-going educational, research and professional linkages between individuals and universities that are members of the AAUN, in Australia and Ghana, Kenya or South Africa.
- provide opportunities for high achieving academics to improve their research skills and contribute to development outcomes in Africa.
- contribute to Australia's position as a high quality education and training provider and a leader in research and innovation.
- contribute to the research capacity of Ghanaian, Kenyan and South African tertiary institutions.
- contribute to public and economic diplomacy efforts.

1.3 Stakeholders

The program is funded by the Australian Government through DFAT, which is responsible for all decisions related to the Post-Doctoral Fellowship Program, in consultation with other partners.

Palladium is responsible for administering pilot activities, including logistical management, and the Host Institution will be responsible for the on-award management of the Awardees.

Both Home and Host Institutions are required to be members of the AAUN.

The AAUN will be responsible for the promotion of the pilot program to its members.

Note: The detailed roles and responsibilities of each stakeholder is outlined in Annex 1

2. Overview

2.1 Summary

During the pilot phase, the Post-Doc Fellowship provides financial support for African academics affiliated to eligible Ghanaian, Kenyan and South African universities, who are engaged in research activity as described in these Guidelines. Fellowships will be up to two years in total, comprised of research components in Australia, Ghana, Kenya and South Africa but limited to a maximum of 12 months in Australia. The Australian component of this award will be fully funded by the Program.

2.2 Awardee Obligations

Awardees are responsible for reading and understanding the Post-Doc Fellowship Guidelines. They are responsible for providing complete, true and accurate information at all times including, but not limited to, the information provided in their Fellowship application as well as the visa application.

Awardees are responsible for their academic and personal conduct whilst on Award and for complying with their Grant Agreement (Annex 5), which must be signed to accept the Post-Doc offer.

While on Award, Awardees will be required to make themselves available to meet with Australia Awards personnel and to provide updates on the status of the Fellowship.

Three months after the completion of the in-Australia research activities of their Post-Doctoral Fellowship, Awardees will be required to submit a Progress Report, in a format determined by Australia Awards. Three months after the completion of the overall Post-Doctoral Fellowship, Awardees must submit a Final Report.

2.3 Financial Entitlements

The costs covered by the Post-Doctoral Fellowship are detailed in each Awardee's contract. These include fees that are common for all Awardees and costs that may be applicable depending on individual fellowship conditions.

Cost	Method of payment	Description
Mobilisation travel	Booked by Palladium and paid for by DFAT on behalf of the Awardee	Payment of a single economy class airfare to Australia from the home country via the most direct and economical route at the commencement of the Fellowship.
Visa expenses	Paid by DFAT on behalf of the Awardee	Payment of visa processing and medical checks necessary for gaining the Temporary Activity (subclass 408) visa.
Establishment Allowance	Paid by DFAT to Palladium to	A contribution of A\$2,000 towards expenses such as rental bonds, additional medical insurance, home

Cost	Method of payment	Description
	distribute to the Awardee	contents insurance etc. paid by the Host Institution when the Awardee arrives in Australia.
Contribution to Living Expenses (also referred to as a Stipend)	Paid by DFAT to Palladium to distribute to the Awardee	A Monthly Contribution to Living Expenses (CLE) paid at a rate of A\$3,000 per month by the Host Institution to the Awardee
Overseas Visitors Health Cover (OVHC)	Paid by DFAT to Palladium to distribute to the Awardee	Single OVHC will be provided to cover the DFAT Awardee's basic medical costs. Awardees may purchase, at their own expense, additional medical insurance to cover ancillary services such as dentist, optometrist, physiotherapist, etc.
Research Costs	Paid by DFAT to Palladium to distribute to the Awardee	One off amount of up to a total of A\$1,000 paid by the Host Institution to the Awardee to cover costs of 'consumables'
Bench Fees	Paid by DFAT to Palladium to distribute to the Awardee	The amount will be negotiated with individual universities unless waived by the University.
Completion travel	Booked by Palladium and paid for by DFAT on behalf of the Awardee	Payment of a single economy class airfare from Australia to the home country via the most direct and economical route at the completion of the Fellowship.

Note: More information about the entitlements are provided in Annex 3

2.4 Eligibility Criteria

A candidate must meet the following criteria:

- Be a citizen of an eligible African country as outlined in the table in Annex 2
- Must be studying in Ghana, Kenya or South Africa
- Must have the right to reside and work in Ghana, Kenya or South Africa
- Must be affiliated to their home institution in Ghana, Kenya or South Africa in an academic/research capacity
- Be at least 25 and not more than 50 years of age at the date of application
- Home and Host Institutions must be members of the Australia Africa Universities Network (See Annex 2)
- Not be a citizen of Australia, hold permanent residency in Australia or be applying for a visa to live in Australia permanently

- Must not be married, engaged to, or a de facto of a person who holds, or is eligible to hold, Australian or New Zealand citizenship or permanent residency, at any time during the application, selection or mobilisation phases
- Be able to satisfy all requirements of the Department of Immigration and Border Protection (DIBP) to hold a Temporary Activity (subclass 408) visa. *This may mean that DFAT will need to withdraw an Award offer if the Awardee cannot satisfy the visa requirements*
- Have been conferred a PhD at the time of application
- Field of research must be aligned to Agricultural Productivity, Health and/or Science and Technology
- Must have a letter of support from their home institution that outlines their agreement to the Fellowship, Annex 4
- Must have a letter of invitation from the Host Institution in Australia, outlining their commitment to the Fellowship, Annex 4
- Must be able to commence their program in the academic year 2018.

3. Fraud

DFAT takes all possible steps to ensure that Australian Government funds are used appropriately to deliver effective aid and development and treats all attempted, alleged, detected and suspected fraud seriously.

DFAT defines fraud as dishonestly obtaining a benefit, or causing a loss, by deception or other means. The following could constitute fraud in the context of the Australia Awards:

- false supporting documents in an application
- false information on forms
- not disclosing relevant information
- not disclosing a conflict of interest (e.g. a relationship with decision makers)
- deliberately claiming a benefit not entitled to (e.g. changing travel arrangements to include or extend a stopover, where this is not permitted under the policy)
- Plagiarism

DFAT has a 'zero tolerance' attitude towards any attempts to gain a benefit fraudulently from the Australian Government. DFAT has the right to vary or reverse any decision regarding an Australia Award made on the basis of incorrect or incomplete information.

Applicants that provide suspected fraudulent documents will be excluded from the selection process until the documents are verified. If fraud is confirmed, the applicant will be ineligible to apply for further Australia Awards.

Host Institutions must report immediately to Palladium via email when it detects or suspects that an Awardee has committed fraud.

Palladium must report immediately to when it detects or suspects that an Awardee has committed fraud.

4. How to Apply

4.1 Steps required to apply for a Post-Doc Fellowship

Step 1	Read these guidelines to gain an understanding of the program and what is required for an application
Step 2	Review and ensure the minimum eligibility requirements outlined above are met
Step 3	Read the Grant Agreement you will be required to sign, (see Annex 5), and ensure that these can be agreed to within seven days of an offer being granted. If the offer is not accepted within this period, the offer may be withdrawn
Step 4	If all conditions and eligibility are met, obtain an Application form from postdoc@australiaawardsafrica.org , which will outline the steps required to successfully submit an application
Step 5	Finalise and submit an application. Once an application has been successfully submitted an email acknowledging the receipt of the application will be sent to the email address provided. Once an application has been submitted, no further changes (including addition of documents) can be made

Note: Hard copy applications will not be accepted. Applications and supporting documentation must be scanned and submitted to postdoc@australiaawardsafrica.org

4.2 Timeline for the 2018 round Post-Doc Fellowship

Applications for the 2018 Phase 2 round will open on 1 September 2017 and close 30 November 2017. It is the applicant's responsibility to ensure that their application and supporting documentation is submitted by the closing date. **Applications (including supporting documentation) received after the closing date will not be considered.**

Note: The dates provided below are subject to change

01 September 2017	Round opens. Applicants apply through Australia Awards application form available from postdoc@australiaawardsafrica.org
30 November 2017	Applications close
08 January 2018	Applications short listed and assessed by an independent panel
26 January 2018	Selections Finalised

30 January 2018	Recommendations provided to the Department of Foreign Affairs and Trade
12 February 2018	Successful and unsuccessful applicants receive an email regarding the outcome of their application
31 May 2018	Successful recipients complete and return necessary documentation
June 2018	Recipients commence their program either in Africa or Australia

4.3 Applicants' Responsibilities

An applicant is responsible for:

- meeting the eligibility requirements and providing the correct supporting documentation (including those required for their Australian visa application, once successful)
- completing their application in accordance with these guidelines
- meeting all the costs associated with the preparation and lodgement of their application
- finalising and submitting their application by 30 November 2017
- submitting true and accurate applications

When submitting their application for an Australia Award, applicants are required to declare that the contents of their application are true and correct; and acknowledge that DFAT has the right to vary or reverse any decision regarding an Australia Awards Fellowship made on the basis of incorrect or incomplete information. Please also refer to the Fraud clause in the contract to be signed by all awardees prior to beginning their Fellowship for further information.

4.4 Supporting documentation

As part of the application submission, applicants must:

- Scan and attach their supporting documentation specified on the application form.

Note: Applications that do not contain the necessary documentation will be deemed incomplete and therefore ineligible and will not be considered further.

- Documents to be submitted must include:
 - Confirmation that the PhD has been conferred in the form of a certificate, final transcript or letter from the university stating that the PhD has been conferred
 - Curriculum Vitae
 - Letter of support from Home institution (See Annex 4)
 - Letter of support from Host institution (See Annex 4)

Note: A certified English translation must be submitted if the original document is not in English

- Provide certified (attested) copies of:
 - Passport, Birth Certificate or National ID card
 - Academic transcripts
 - Proof that you have the right to reside and work in Ghana, Kenya or South Africa (only applicable if you are not a citizen of these countries)
- Two completed referee reports.
 - Referee reports must be from academic supervisors, lecturers, course convenors or workplace managers who should be familiar with the applicant's recent academic and/or work performance and abilities. Referee reports are confidential and cannot be viewed by the applicant.
 - Reports must be submitted to postdoc@australiaawardsafrica.org.

Note: It is an applicant's responsibility to ensure their referees complete the reports by the closing date.

Note: The cost of any fees charged by notaries for certification of documents is the responsibility of the applicant.

4.5 Assistance

Applicants who have any queries or need clarification around the application process, should please contact postdoc@australiaawardsafrica.org. Applicants with a disability who require assistance to apply for and participate in the Post-Doc Fellowship process can find further details on disability support provided under the program in Section 6 of the Guidelines.

5. After the Application Process

5.1 Selection criteria and weighting

The following are the selection criteria and their relative weighting:

- A record of high-level academic achievement and relevant work experience in the applicant's chosen field of study (30%)
- A well-defined study, research and/or professional development program (30%)
- A statement on how this Fellowships opportunity would further the applicant's academic and/or professional career (20%)
- A statement on how this Fellowships opportunity will benefit both Australia and Africa and the applicant's potential to foster ongoing collaboration and cooperation with their home and host country (20%)

5.2 Assessment

All applications submitted by the closing date are subject to eligibility checks. All eligible applications are shortlisted by Palladium, the managing contractor for Australia Awards – Africa using the eligibility criteria outlined in Section 2.4. The shortlisted applications will be assessed against the selection criteria outlined in Section 5.1. The selection panel's recommendations will be submitted to DFAT for consideration and approval by the Director, Pan Africa and Effectiveness Section, Africa Branch, DFAT.

The selection panel will comprise of three members - two independent panel members and a panel member from DFAT. Panel members will include eminent academics from Australia and targeted African countries. Applicants should note that the personal details of selection panel members are confidential and will not be released.

DFAT, Palladium staff and selection panel members are required to adhere to the requirements of identification, disclosure and management of conflicts of interest when assessing applications. Any conflicts of interest will be managed by a departmental probity officer in accordance with departmental policy.

The decisions by DFAT are final and unsuccessful applicants will not receive detailed explanations as to the reasons for the non-selection.

Note: Successful and unsuccessful applicants will receive an email regarding the outcome of their application in February 2018.

On acceptance of the Post-Doctoral Fellowship, Awardees will be required to sign a Grant Agreement. A copy of the Grant Agreement is provided in Annex 5.

5.3 Awardee Commitments

Awardees of a Post-Doc Fellowship will be required to meet with Australia Awards program staff during their Fellowship in Australia and will also be required to submit an Activity Report no later than three months after the completion of the in-Australia component and a final report due no later than three months after the completion of the Fellowship. The report must be submitted in the format provided by the program and must address statements in the initial application and all requirements set out by the template provided by Australia Awards.

In addition, Awardees will become Alumni of the Australia Awards program and will be asked to participate in Monitoring and Evaluation activities undertaken by the program, once in their home country and/or while on Award.

5.4 Institution Commitments

Both the Host Institution and the Home Institution will be required to sign an Australia Awards Collaborative Agreement, outlining the commitments by each institution for the duration of the Fellowship, as well as agreement to the terms and conditions set out in this document.

6. Awardees with disability

6.1 Support for people with disability

There are specific strategic goals for the Australian aid program that relate to people with disability and DFAT's Development for All strategy aims to ensure that people with disability are included in and benefit equally from Australia's development assistance.

This commitment is fully reflected in Australia Awards Post-Doctoral Fellowship program. DFAT strives to ensure accessibility for people with disability throughout the Fellowship process from application, through selection, the on-award experience, completion and alumni engagement.

DFAT's aim is that all applicants and awardees with disability are properly supported to enable their participation in the Australia Awards on an equal basis with all other applicants and awardees.

Under Australian law, disability includes physical, intellectual, psychiatric, sensory, neurological and learning disability, physical disfigurement, and the presence in the body of disease-causing organisms. More information on the Australian definition of disability and the rights of people with disability in Australia is available on the Australian Human Rights Commission's website at <https://www.humanrights.gov.au/our-work/disability-rights>.

6.2 Applicants with disability

People with disability who are otherwise eligible are encouraged to apply for an Australia Award.

DFAT strongly recommends that applicants with disability:

- disclose their disability when lodging an application
- communicate to Australia Awards any adjustments or assistance they will need in order to submit an application.

Australia Awards will ensure that applicants with disability are able to fully participate in the application and selection processes by providing reasonable adjustments and reasonable financial assistance to applicants with disability where this assistance is essential to facilitate their participation on an equal basis with other applicants.

All applicants for an Australia Awards, including people with disability, are required to meet the eligibility criteria set out in the guidelines.

DFAT will always work in good faith to provide access to the Australia Awards for people with disability. However, in some very rare cases, applicants may not be awarded a Fellowship if the disability support required to enable their participation would impose an unjustifiable burden on the Australia Awards program.

In order to ensure the success of applicants and awardees with disability, DFAT engages a technical adviser. This adviser assists DFAT and Host Institutions to assess support needs and identify practical solutions to enable the successful selection and mobilisation of applicants and awardees with disability.

Note: Additional principles for providing disability support are outlined in Annex 7

7. Awardee's Family

Note: The Australian Government will not provide any financial or other support for the dependents of awardees while on a Fellowship.

Awardees are responsible, including financially responsible, for their family members who accompany them to Australia.

Awardees are not permitted to leave their dependent children who accompany them to Australia, under 18 years of age, on their own during any Awardee's absence from Australia during their Fellowship without arranging a guardian to care for them.

Awardees who intend to bring family with them are strongly encouraged to come to Australia on their own for at least the first three months. This will allow the Awardee to become established in their Fellowship without the distraction of family responsibilities.

Awardees are responsible for making arrangements for accommodation, as well as schooling and child care for dependents. The Host Institution may be able to provide information but are not responsible for making arrangements on the Awardee's behalf.

Awardees should contact the Department of Immigration and Border Protection for information about current visa requirements for accompanying family. Visit www.border.gov.au for details.

Awardees are responsible for the visa application, including all costs associated with the visa requirements for their dependents. Host Institutions can provide relevant documentation requested by the Department of Immigration and Border Protection to ensure visas for accompanying family are arranged in an efficient and timely manner.

8. Visas

8.1 Visa Requirements for Awardees

Awardees need to have a Temporary Activity Visa (subclass 408) visa to travel to and undertake their research in Australia.

To be granted a visa, Awardees will need to meet the Department of Immigration and Border Protection's financial, health and character requirements and demonstrate that their intention to stay in Australia only temporarily is genuine.

The Department of Immigration and Border Protection advises that in some circumstances applications may take up to three months to process if further medical or character assessments are required.

Awardees must ensure they have a valid passport and visa for the whole time that they are in Australia.

Awardees must apply for their visa as soon as possible after accepting the Fellowship (Palladium will assist the Awardee with the submission of the Awardee's visa application).

8.2 Visa Requirements for accompanying dependent family members

Awardees must declare all dependent family members on their visa application, even if the family members do not plan to join the Awardee in Australia.

An Awardee's accompanying dependent family members must have a Subclass 408 visa in order to travel to and remain in Australia for the duration of the Awardee's Fellowship.

Note: Awardees are responsible for the visa application, including all costs associated with the visa requirements for their dependents

8.3. Visa requirements for Awardees with disability

Awardees with disability need to have a Subclass 408 visa to travel to Australia.

To be granted a visa, awardees with disability may need to provide additional information to the Department of Immigration and Border Protection beyond the standard requirements for a visa application.

All parties should be aware that the Department of Immigration and Border Protection may take a longer period of time to assess visa applications for awardees with disability.

Australia Awards are required to directly assist awardees with disability with their visa applications in order to ensure that the Department of Immigration and Border Protection in-country receives all the information they require to make a determination in a timely manner.

8.5. Visa obligations

Australia Awards Fellowship Awardees sign a contract between themselves and the Commonwealth of Australia to comply with the conditions and benefits of the Fellowship. A condition of their Fellowship is that they will leave Australia for two years on its completion or termination. To support this objective, Australian migration legislation has a number of

provisions which combine to ensure that a visa applicant will return home at the completion of their Fellowship for a period of two years. In exceptional circumstances (e.g. presentation at a conference), return to Australia within the two year exclusion period may be permissible. The Department of Immigration and Border Protection will require approval from the Department of Foreign Affairs and Trade before another visa will be issued.

Awardees who hold a Subclass 408 visa must uphold the visa conditions while in Australia or the visa may be cancelled and the Fellowship terminated.

Awardees are required to leave Australia and return to their home country within 30 days of their Fellowship end date, or before their visa expires, whichever comes first. Awardees who do not adhere to this requirement will be no longer supported by DFAT after their Fellowship end date.

Awardees should note that in many cases the Fellowship conditions overlap with visa conditions. Breaching the visa conditions, (e.g. working more than the allowed number of hours) may result in cancellation of their visa and termination of their Fellowship. Similarly, if an Awardee breaches the conditions of their Fellowship, DFAT may withdraw its support for their visa.

When an Awardee does not uphold the conditions of their visa, DFAT will advise the Awardee that their Fellowship is to be terminated and will also notify the Department of Immigration and Border Protection that DFAT has withdrawn its support for the visa.

9. Variations to Fellowship

The terms of the Australia Awards Fellowship, and engagement with the Host Institution, are agreed to by the Awardee by signing the letter of offer and contract with the Commonwealth of Australia.

Variations to the Awardee's terms which affect the basis on which the Fellowship was granted (e.g. change to field of study), will only be considered if it is the only option available to enable the Awardee to successfully complete their Fellowships

Note: All variations must be approved by DFAT

9.1 Withdrawals

An Awardee may withdraw from their study program and forfeit their Australia Awards Fellowship before or after their arrival in Australia. An Awardee that wishes to withdraw from their Fellowship must provide this advice in writing to:

- Palladium, if the Awardee has not departed for Australia
- The Host Institution if the Awardee is in Australia.

If an Awardee withdraws from their Fellowship after their arrival in Australia, they must return to their home country immediately. If the Awardee does not return home, they will incur a debt to the Commonwealth for the Fellowship costs.

9.2 Extensions

An extension is defined as any increase to the length of a Fellowship as outlined in the contract between the Awardee and the Commonwealth of Australia.

Note: No extensions will be considered under the Post-Doctoral Fellowship program.

9.3 Suspensions

A Fellowship may be suspended if deemed necessary (e.g. for health reasons, or family reasons). A Fellowship may be suspended more than once, but the total period of all suspensions must not exceed 12 months.

If a suspension is approved, no contribution to living expenses or other fees or entitlements will be paid for the period of suspension. The OSVC must be suspended for this period as well. DFAT will fund the Awardee's return trip airfare. The Awardee is responsible for their dependents' airfares.

If a suspension of the Fellowship is approved, the Awardee must:

- return to their home country (with their family if accompanied) for the period of the suspension
- remain in contact with Australia Awards during the period of the suspension

- seek the prior approval of DFAT and the Host Institution before returning to Australia at the end of the suspension period
- contact the Host Institution at least two months before they intend returning to Australia, to agree upon their Fellowship recommencement date
- contact the Department of Immigration and Border Protection for information about visa requirements.

If a suspension is granted on medical grounds, the Awardee will be required to undergo a medical examination to see if they are fit to travel and to resume full-time in Australia. This examination will be at the Awardee's expense. A suspension will not be granted for an Awardee to undergo and/or recover from elective surgery.

9.4 Transfers

A transfer to another institution is subject to DFAT approval. Transfers will only be considered where there is no alternative option available.

The institutional transfer must not result in an extension of time to the Fellowship and only one transfer request may be approved per Awardee.

An institutional transfer is used if the Awardee is transferring (at the same level) to a different institution.

The only acceptable reason for a transfer will be the movement of an academic supervisor (Research Awardees) to another institution.

If an institutional transfer is approved, the Awardee must meet any costs associated with the transfer (e.g. costs of relocating).

DFAT may approve a transfer only if:

- the transfer institution is an institution contracted with DFAT and is a member of the AAUN
- it will not result in an extension of time to the Fellowship
- the Awardee is likely to successfully complete the Fellowship.

9.5 Reductions

A variation to reduce the length of a Fellowship may be required for a number of reasons:

- an Awardee completes his/her research ahead of time
- conditions of the Fellowship not being met

DFAT will advise the Department of Immigration and Border Protection that it is withdrawing support for the Awardee's visa 30 days after the end date of the Awardee's Australia Awards Fellowship.

9.6 Terminations

DFAT will terminate a Fellowship where an Awardee:

- does not make successful academic progress and remedial strategies have not been successful
- has infringed or failed to meet the conditions of the Fellowship
- is excluded by the Host Institution because of misconduct (as defined by the Host Institution)
- is unable to continue a program due to serious illness or incapacity for medical/mental health reasons, and the Awardee does not voluntarily withdraw
- conducts themselves in a manner which is considered to have transgressed acceptable Australian community standards
- applies for a different visa other than a Subclass 408 visa
- is found to have committed an act of fraud
- is found guilty of a crime.

DFAT reserves the right to terminate a Fellowship without a supporting recommendation from the Host Institution where, in DFAT's view, the continued funding of the Awardee would be an inappropriate use of Australian Government funds.

The Awardee will receive a letter of intent to terminate from DFAT advising:

- of the recommendation for their Fellowship to be terminated
- that the Awardee has 14 days from the date of the letter to provide a statement detailing the reasons why the Fellowship should not be terminated
- that if DFAT proceeds with the termination, the Awardee will no longer be eligible to hold a Subclass 408 visa.

If an Awardee does not appeal the termination, their Fellowship will be terminated

If the Awardee appeals, DFAT may:

- reject the appeal, in which case DFAT's decision is final
- accept the appeal, in which case the Awardee may continue with the Fellowship, but must liaise with the Host Institution in relation to meeting any conditions advised by DFAT.

Awardees should be aware that once terminated, they will no longer be eligible to hold a Subclass 408 visa. If Awardees do not depart Australia within 14 days they will incur a debt to the Commonwealth for the total accrued cost of their Fellowship. They may also have their visa cancelled by the Department of Immigration and Border Protection and may be excluded from applying for a further Australian visa for a set period of time. The Department of Immigration and Border Protection considers an individual's immigration history and any debts to the Commonwealth when making decisions on visa applications.

Annexes

Annex 1: Roles and Responsibilities

Note: The roles and responsibilities outlined below refer only to the in-Australia component of the Fellowship

	Host Institution	DFAT	Palladium	AAUN
Promotions & Selections				
Promotions	X	X	X	X
Finalise Awardee selections		X		
Contracting				
Activity Contracting	X		X	
Awardee Contracting		X		
Oversee contract implementation			X	
Disbursement of Activity Funding			X	
Pre-Mobilisation				
Visa Submission			X	
Arrange travel to and from Australia			X	
Organise appropriate OVHC			X	
On-Award				
Assist Awardees with settling in, including, but not limited to University Orientation & opening bank accounts. Ensure that Awardees are familiar with support services available	X			
Implementation of Individual Support Plans for those disclosing a disability	X			
Management & Reporting of Critical Incidents	X			
Management of Academic/Research progress of the Awardee	X			
Reimburse Awardees for expenses incurred pre-mobilisation			X	

	Host Institution	DFAT	Palladium	AAUN
Disbursement of Cost of Living Expense			X	
Post-Award				
Alumni Engagement		X	X	X

Annex 2: Eligible African Countries and AAUN members

- Botswana
- Ghana
- Kenya
- Madagascar
- Malawi
- Mauritius
- Mozambique
- Nigeria
- South Africa
- Tanzania
- Zambia

Note: Applicants must be working and living in Ghana, Kenya or South Africa and affiliated to a Ghanaian, Kenyan or South African University that is a member of the AAUN;

- The University of Cape Town
- The University of Ghana
- The University of Nairobi
- The University of Pretoria

Research can be undertaken at the following AAUN Australian Universities:

- Curtin University
- Griffith University
- Monash University
- Murdoch University
- The University of Melbourne
- The University of Newcastle
- The University of New South Wales
- The University of Sydney
- The University of Western Australia
- University of Technology Sydney
- Western Sydney University

Annex 3: Award Entitlements

Establishment allowance

Awardees are provided with a once-only establishment allowance of A\$2,000 on arrival in Australia.

The allowance is a contribution toward expenses such as rental bonds, additional medical insurance and home contents insurance. It is paid in a lump sum for Awardees to use at their discretion.

Awardees should come prepared with funds (in Australian dollars) to ensure they have enough money to cover any costs that may be incurred before they receive their establishment allowance.

Palladium will pay the full establishment allowance into a bank account nominated by the Awardee.

Contribution to living expenses

A contribution to living expenses is paid to Awardees to help them meet everyday living costs such as accommodation, transport, food and entertainment. The contribution to living expenses is set at a rate of A\$3,000 per month. This is in line with amount paid to other Australia Awards Awardees on the Endeavour Research Fellowship.

Entitlement to the contribution to living expenses commences on the Awardee's date of arrival in Australia.

The contribution to living expenses ends five days after the completion or termination of the Fellowship.

Contribution to living expenses payments continue:

- during public holidays
- for up to six weeks if an Awardee is medically unfit to continue the Fellowship, hospitalised or detained.

Contribution to living expenses payments will not be made:

- during periods of Fellowship suspension
- where an Awardee is detained for more than six weeks.

Awardees are responsible for all their expenses in Australia including those of any family members. The contribution to living expenses is currently tax exempt. Awardees should visit the Australian Taxation Office website at www.ato.gov.au for information on Australian tax laws.

Awardees must notify Palladium immediately if there is an overpayment of the contribution to living payments. In this case the Awardee must make arrangements to repay the overpayment amount to Palladium immediately. Failure to do so will be considered as an act of fraud.

Palladium:

- pay the contribution to living expenses monthly, in arrears, into an Australian bank account nominated by the Awardee
- make the first payment on the first available pay day of Palladium's payment period after the Awardee's arrival

- make subsequent payments fortnightly in accordance with Palladium's monthly payment periods
- advise all Awardees of the need to obtain a tax file number for banking purposes

Overseas Visitors Health Cover

Awardees are required to have health insurance, known as Overseas Visitors Health Cover (OVHC). It is a mandatory condition of all subclass 408 visas that the holder maintains this insurance for the duration of their stay in Australia. Entitlement to Overseas Visitors Health Cover commences on the date of arrival in Australia and ceases on the day an Awardee departs from Australia at the end of the Fellowship.

Overseas Visitors Health Cover does not cover pre-existing conditions or services such as dental, physiotherapy or optical services (known as ancillary services). A waiting period may apply to some services including those related to pregnancy. Awardees may purchase ancillary cover at their own expense.

Awardees are responsible for any costs that are not covered by Overseas Visitors Health Cover.

The Awardee will purchase Overseas Visitors Health Cover as part of their Visa Application Process. If an Awardee chooses to purchase cover from a provider other than the Host Institution's preferred provider, it will be at the Awardee's own expense and the Awardee must inform the Host Institution of the change, including providing evidence of the new policy.

Awardees are responsible for making and managing any claims under their Overseas Visitors Health Cover.

When an Awardee is on suspension they will suspend the Overseas Visitors Health Cover for the suspension period, and reactivate the policy upon their return to studies. When an Awardee completes their Fellowship early, they must return the remaining Overseas Visitors Health Cover premium to DFAT. The Awardee is not permitted to claim the refund. If the Awardee does so it will be considered as an act of fraud against the Commonwealth of Australia. The fraud will be investigated and may result in a termination of the Awardee's Fellowship and possible criminal charges.

Awardees must purchase cover for all family members accompanying them in Australia. It is a requirement of the Subclass 408 Visa that dependents have cover for the duration of their stay in Australia. Awardees are responsible for organising and paying for this and any other medical expenses for all family members while they are in Australia.

If an Awardee is accompanied by their family member in Australia, the Awardee may either:

- request advice from the Host Institution on how to arrange family cover for the duration of the Fellowship from the Host Institution's preferred Overseas Visitors Health Cover provider. In this case, Palladium will only pay for the equivalent of single cover, and the Awardee will pay the balance, or
- purchase family cover from a provider other than the Host Institution's preferred provider. In this case Palladium will only pay for the single Overseas Visitors Health Cover for the Awardee for the duration of their stay in Australia. The Awardee will be responsible for the entire cost of the family cover.

- Families can find further information on Overseas Visitors Health Cover on the Study in Australia website at <http://www.privatehealth.gov.au/healthinsurance/overseas/ovhc.htm> .

Research Costs

Awardees will be provided with a small allowance to purchase any small consumables or items they may require to undertake their research work. A maximum of A\$1,000 will be made available to Awardees.

Visa costs

DFAT will cover the visa processing costs and the initial medical examination(s) and biometrics collection undertaken in the Awardee's home country to enable the visa to be issued. DFAT will not pay the costs of any additional medical examinations. This includes where an examination is required for re-entry into Australia following a Fellowship suspension, or an extension of the Fellowship requiring a new visa or passport renewal

Travel

The airfare for Awardees to travel to Australia is booked by Palladium and paid for by DFAT.

The following conditions apply to all travel (i.e. to Australia at the commencement of the Fellowship, from Australia upon completion of the Fellowship):

- Awardees are entitled to travel (i.e. airfares) between the regional or international airport closest to their home city or town, and the airport closest to the Host Institution where they will be attending
- with prior approval, DFAT may also cover the cost of travel (using public transport) between the airport and the Awardee's place of residence, either in Australia, or in the Awardee's home country, where the distance is greater than 250km
- Awardees are to travel by the most direct route and are entitled to the "best fare of the day" which is the cheapest economy class fare available during the period of travel
- Palladium must advise the Awardee and the travel agent that once the ticket is purchased it cannot be varied without the approval of the DFAT
- Palladium should arrange travel routes that minimise the risk of the Awardee incurring visa problems in third countries while in transit or on stopover
- unless unavoidable, stopovers are not permitted. If unavoidable, DFAT will pay reasonable accommodation costs (including transport to and from the airport and accommodation only) that have been pre-approved, though it should be checked first whether these costs are covered by the airline
- the Awardee is responsible for all external arrival and departure taxes, except where it is part of an unavoidable stopover, in which case, the taxes should be incorporated into the price of the ticket at the time of purchase.
- Awardees will not be permitted to deviate from these conditions in order to travel with dependents or family members.

- If Awardees have not elected to be met by the Host Institution on arrival, they must contact the Host Institution to advise them of their arrival in Australia.
- If dependents are mobilising after the Awardee, DFAT will issue a no objection letter for the dependents so they may apply for a visa to accompany the Awardee in Australia. (Provided the Awardee is able to demonstrate compliance with the requirements of family members accompanying to Australia).

The Fellowship does not cover costs for:

- travel insurance while the Awardee is travelling to and from Australia or while studying in Australia (including for loss of possessions)
- travel of Awardees' dependents or family members
- fees, additional taxes or fare differences related to changing travel dates or missing flights
- transporting personal effects or excess baggage to and from Australia, or within Australia

Annex 4: Letters of Support

Letter of Support from Host Institution

Awardees will be required to submit a letter of support from the Host Institution in Australia. At minimum, the letter must address the following:

- It is a formal invitation
- Your proposed period of stay
- Details of the Australian research project
- How your skills/knowledge will benefit the project
- Outline the roles and responsibilities of the Host Institution during the Fellowship
- List of academic supervisors and proposed engagement with the Awardee
- List any additional financial support (not included as part of this Fellowship Application)
- Support that will be available to the Awardee while in Australia from academic and non-academic support services at the institution

Letter of Support from Home Institution

Awardees will be required to submit a letter of support from their Home Institution in Ghana, Kenya or South Africa. At minimum, the letter must address the following:

- Confirms that you are affiliated to the Institution in a research/academic capacity
- Acknowledges the invitation by the Australian Host institution
- Financial Arrangements for the Awardee while on-location in Australia
- Provide a summary of the benefits to the organisation that this Fellowship will provide
- Outline proposed engagement with Awardee on return from Australia

Annex 5: Post-Doctoral Fellowship Grant Agreement

SMALL GRANT AGREEMENT (“Grant Agreement”)

Program Details	
Program Name (“Program”)	Australia Awards - Africa
Client Name (“Client”)	DFAT
Jurisdiction of Grant (“Jurisdiction”)	Ghana/Kenya/South Africa
Grant Agreement Details	
Grantee Project Name	Post-Doctoral Fellowship Grant –
Country(ies)/Regions of Implementation	Click here to enter text.
Total Grant Award (not to exceed this amount)	Click here to enter text.
Currency of Grant	AUD
Payment Currency	AUD
Grantor name and contact information (“Grantor”)	Click here to enter text.
Fund/Program Manager	Click here to enter text.
Grant Number	Click here to enter text.
Grantee name and contact information (“Grantee”)	Click here to enter text.
Grantee representative	Click here to enter text.
Term (“Term”)	Start date: Click here to enter a date. End date: Click here to enter a date.
Payment method	Electronic transfer
Payment type	<input checked="" type="checkbox"/> Advance <input type="checkbox"/> Arrears
Records Retention length	7 Years
Signed for the Grantor	Signed for the Grantee:
Name: Click here to enter text.	Name: Click here to
Title/Role: Click here to enter text.	Title/Role: Post-Doctoral
Date: ...	Date: ...

Grant Agreement Terms and Conditions

This Grant Agreement is made and is in full force as of the first day of the Term. The Grantor and Grantee are collectively referred to as the “Parties”.

1. BACKGROUND AND PURPOSE

- 1.1 The Grantor has entered into a contract with the Client to implement the Program.
- 1.2 The Parties acknowledge that there is no obligation on the Client to fund the Program.
- 1.3 The Grantee will use all best efforts to ensure that all work undertaken for the Project is in support of the objectives and outcomes of the Program.

2. ANNEXES, DEFINITIONS, AND INTERPRETATION

- 2.1 The words used in this Grant Agreement are defined as presented in Annex I. If any word in Annex I is defined specifically within the Grant Agreement, the definition within the Grant Agreement will be controlling.
- 2.2 A reference to this Grant Agreement or another instrument includes any variation, amendment, novation or replacement of any of them.
- 2.3 If there is any inconsistency (whether express or implied from this Grant Agreement or otherwise) between the Terms and Conditions or any other part of this Agreement, the Terms and Conditions or the Special Conditions (as appropriate) prevail to the extent of the inconsistency (subject to any explicit changes to this priority set out in this Grant Agreement).
- 2.4 This Grant Agreement is governed by the laws of the Jurisdiction and the Parties submit to the jurisdiction of the courts of such place.
- 2.5 This Agreement constitutes the entire agreement between the Parties. Any prior understanding, representation, or warranty of any kind preceding the date of this Grant Agreement is hereby suspended by this Grant Agreement and neither party will be bound by any statement or representation not contained or incorporated within this Grant Agreement.

3. ADMINISTRATIVE PROVISIONS

- 3.1 Any modification or amendments to this Grant Agreement will only be made by the mutual agreement of the Parties, in a written document signed by both Parties.

4. HEAD CONTRACT/AGREEMENT

- 4.1 The Grantee acknowledges that the Head Contract/Agreement requires that this Grant Agreement adequately protects the interests of the Client and ensures compliance with the Client’s policies and other requirements.
- 4.2 The Grantee accepts, and will follow, and comply fully with, and will assist the Grantor in complying fully with all the Client Terms and Conditions in relation to itself and the Grant or any work undertaken or actions taken pursuant to this Grant Agreement and insofar as such terms and conditions are applicable to the Grantee and the Grant activities in addition to the other terms of this Grant Agreement.
- 4.3 The Grantee acknowledges the right of the Client to:
 - 4.3.1 Enforce any of the obligations of the Grantee under this Grant Agreement against the Grantee directly or indirectly; Exercise all rights of the Client in the Head Contract/Agreement in relation to this Grant Agreement; and
 - 4.3.2 Exercise all the rights of the Grantor set out in this Grant Agreement.

5 REPORTING

- 5.1. The Grantee will apply any reasonable reporting requirements set out by the Grantor, along with any applicable transparency standards as required including publishing information about this Grant Agreement on the Grantee's or the Client's website.

6. RECORD KEEPING

- 6.1. The Grantee must keep comprehensive written records as applicable to this Grant Agreement including, but not limited to:
 - 6.1.1 Appropriate documentation and evidence to support the accomplishment of the Project's objectives and outcomes;
 - 6.1.2 The creation of Project Material (if any);
 - 6.1.3 The acquisition and disposal of Assets;
 - 6.1.4 Performance against this Grant Agreement's terms and conditions;
 - 6.1.5 Financial records relating to the Grant including all invoices and other financial data and paperwork to sufficiently substantiate expenditures for the Grant and to allow for an accounting of Grant project costs separate from costs funded by other sources.
- 6.2. The Grantee agrees that the Fund/Program Manager, the Client, the Controller General, Inspector General, or the equivalent, or any of their duly authorized representatives, will have access to any premises, books, documents, papers, and records of the Grantee that are directly pertinent to the Grant, for the purpose of making audits, examinations, excerpts, and transcriptions. These records will be maintained for the required Records Retention Length as indicated on the Cover Sheet beginning from the end of the Term unless there is any ongoing dispute between the Parties in which case the period of records retention will start from the date of resolution of the dispute.
- 6.3. The Grantee agrees to provide all assistance reasonably requested by the Fund/Program Manager in respect to any inquiry into or concerning this Grant Agreement. Further, this requirement will also apply to any partners/subcontractors/sub awardees of the Grantee.

7. PAYMENT

- 7.1. Payment will be made according to the terms of this Grant Agreement and all applicable Annexes.

8. RESPONSIBILITIES OF GRANTEE

- 8.1. The Grantee will:
 - 8.1.1 Be responsible for the tasks set out in Annex D
 - 8.1.2 Ensure that such insurance arrangements as are made in respect to all Personnel, including in respect of death, injury or disablement, and emergency medical expenses.
 - 8.1.3 Notify the Grantor as soon as it becomes aware of any event, issue or circumstances which may adversely affect the performance of the Grant;
 - 8.1.4 Comply with and ensure its Personnel comply with the provisions of Clause 18 – Code of Conduct; and

- 8.1.5 Comply with and ensure its Personnel comply with all Legislative Requirements affecting the performance of the Grant, including Data Protection Legislation and all Legislative Requirements, official protocols and procedures of the Jurisdiction.
- 8.2. The Grantee and its Personnel will at all times:
 - 8.2.1 Keep accurate, systematic and up to date Records, including all invoices and other financial data and paperwork, relating to the performance of its obligations under this Grant Agreement and in accordance with any Head Contract/Agreement as applicable;
 - 8.2.2 Retain copies of all Records for the Records Retention Period after termination or expiration of this Agreement;
 - 8.2.3 Allow all persons authorised in writing by the Grantor or the Client full access, at reasonable times, to premises occupied by the Grantee where the Grant activities are being carried out, or where Records or Project Material are held or are available, and will permit such persons to inspect, audit, take extracts from and copy any information, or Project Material or Records, relating to this Grant Agreement; and
 - 8.2.4 Provide all reasonable assistance requested by the Company or the Client for any administrative or statutory review or audit relating to this Agreement, the Goods and/or the Services.
- 8.3. The following additional provisions apply in connection with the Grantee's Personnel:
 - 8.3.1 The Grantee will ensure their Personnel fulfil the purpose of this Grant Agreement in accordance with the terms and conditions of this Agreement;
 - 8.3.2 The Grantee and its Personnel will not represent themselves as either the Client or the Grantor.

9 GRANT MATERIAL AND INTELLECTUAL PROPERTY RIGHTS

- 9.1. Intellectual property developed in all material (including, but not limited to, reports, data, and designs, whether or not electronically stored) produced by the Grantee or its Personnel ("Grant Material") will be the property of the Grantee.
- 9.2. In signing this Grant Agreement, the Grantee hereby grants to the Client a worldwide, non-exclusive irrevocable and royalty-free license to use all the Grant Material, where "use" shall mean, without limitation, the reproduction, publication and sub-license of all the Grant Material and the intellectual property therein, including the reproduction and sale of the Grant Material and products incorporating the same, for use by any person or for sale or other dealing anywhere in the world.
- 9.3. In signing this Agreement, the Grantee also hereby Grants to the Grantor a worldwide, perpetual, royalty free license to use such intellectual property rights for any purpose directly connected with the Grant.
- 9.4. The Grantee warrants that it will take all reasonable steps to ensure that its implementation of the activities under this Grant Agreement will not infringe any intellectual property rights of any third party. The Grantee agrees to indemnify and hold the Client and the Grantor harmless against all liability, loss, damage, costs and expenses (including legal costs) which the Client and Grantor may incur or suffer as a result of any claim of alleged or actual infringement of a third party's intellectual property rights because of the Grantee's negligent implementation of the Grant.

10. CONFIDENTIALITY

10.1. The Parties acknowledge that during the Term of this Grant Agreement the Parties and their Personnel may become acquainted with or have access to Confidential Information and they agree to maintain the confidence of the Confidential Information and to prevent its unauthorised disclosure to, or use by, any other person, firm, or company. The Parties will ensure compliance with this obligation by their respective Personnel. The Parties will not disclose or use any Confidential Information except to the extent that such disclosure or use:

- 10.1.1 Is strictly necessary for the performance of the Grant;
- 10.1.2 Is required by Legislative Requirements or is reasonably required for legal proceedings;
- 10.1.3 Is authorised by prior written approval from the Party who owns the Confidential Information; or
- 10.1.4 Already is or comes into the public domain otherwise than through a Party's unauthorised

disclosure or that of any of its Personnel.

10.2. The Parties and their Personnel will not use any Confidential Information received otherwise than for the purposes of this Grant Agreement. The Parties will only disclose Confidential Information to Personnel who are directly involved in the provision of the Grant and who need to know the information and the Parties will ensure that such Personnel are aware of, and will comply with, these obligations and will sign any required confidentiality undertakings provided by the Grantor, Grantee, and/or the Client on request.

10.3. If a Party is required to disclose Confidential Information due to Legislative Requirements or legal proceedings, it will provide reasonable notice of such disclosure to the other Party.

10.4. The Parties agree that this obligation applies during the Term and after termination of the Grant Agreement.

11. PUBLICITY AND PROMOTION

11.1. The Grantee must consult the Fund/Program Manager regarding the content of any promotional material or publicity regarding the Grant, particularly if it proposes to use any of the Client's branding or logos.

11.2. In line with the Grantor and Client's transparency commitments, the Grantee gives consent to this Agreement (and any subsequent amendments) to be published on the Grantor and or Client's websites.

12. LIABILITY AND INDEMNITY

12.1. The Grantee will indemnify and keep indemnified the Grantor, and the officers, employees, and agents of the Grantor, from and against any loss, damages, expenses or costs, including costs of any settlement, arising from any Claim or any Loss suffered or incurred, including personal injury, death, legal costs and expenses, and the cost of time and resources arising from or as a consequence of fulfilment of this Grant Agreement or which arise as a result of negligence by the Grantee or out of any breach by the Grantee of any terms of this Grant Agreement.

12.2. The Grantor and the Client will not accept any liability to the Grantee or to any third party for any costs, claims, damages or losses, however they are incurred. The Grantee will retain ultimate responsibility for the use of funding and will be solely responsible for any adverse effects of aid expenditure that have an undesired or unexpected result upon any recipients/beneficiaries.

13. INSURANCE

- 13.1. The Grantee confirms that it has such insurance in place as is necessary for the normal conduct of its activities or as required by the Head Contract. The Grantee shall have in place any insurances required by a relevant law for the place where the Grant Activities will take place and the place of the Grantee's registration (if different). Where it is necessary for the Grantee to purchase additional insurance in order to perform its obligations under this Grant Agreement, the Grantee will confirm that it will have relevant insurances in place prior to the start of the Grant funding period.

14. NOTICES AND DISPUTE RESOLUTION

- 14.1. Notices will be in writing and addressed to the other Party's Representative at the address specified in this Grant Agreement or such other address as is subsequently notified in writing by the Party.
- 14.2. The Parties will use their best efforts in good faith to settle amicably any dispute, controversy or claim in connection with this Grant Agreement. If no agreeable settlement can be found, the dispute, controversy, or claim shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules in effect on the date of this Grant Agreement. The appointing authority shall be the Secretary- General of the Permanent Court of Arbitration. The Parties will be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim, or dispute.
- 14.3. The place of arbitration shall be the headquarters location of Grantor at the time the claim is filed and the language of the arbitration will be English. Should the claim involve a State, a State-controlled entity, or an intergovernmental organisation, the case shall be administered by the International Bureau of the Permanent Court of Arbitration.
- 14.4. This section will not apply to fraud, the recovery of funding, or the investigation into an alleged breach by the Grantee.

15. SUSPENSION OR TERMINATION

- 15.1. Either Party may terminate this Grant Agreement by giving 30 days' notice to the other.
- 15.2. The Grantor may terminate this agreement immediately if the Client terminates the Head Contract, withdraws the funding supporting this Agreement or otherwise directs the Grantor to, or if the Grantee is subject to an Insolvency Event.
- 15.3. This Grant Agreement may be terminated or suspended without notice where the Client or the Grantor has reasonable belief that fraud or serious mismanagement has occurred.
- 15.4. Where this Grant has been terminated, in accordance with this clause, the Grantee shall:
 - 15.4.1 Take such steps as are necessary to terminate the provision of the activities, (including suspending or terminating any partnership/subcontract) in a cost-effective, timely and orderly manner; and
 - 15.4.2 Within 30 days, provide to the Grant Manager a narrative and financial reports up to the date of such termination. The financial report must disclose:
 - 15.4.2.1 Any costs due before the date of suspension or termination; and
 - 15.4.2.2 Any costs to be expended after the date of suspension or termination which the Grantee incurred in the proper performance of this Grant and which it cannot reasonably be expected to avoid or recover.

- 15.5. When this Grant Agreement is terminated pursuant to this section, the Grantor and/or the Client retains the right to recover any funds given to the Grantee under the Grant Agreement which have not been used for the purposes of implementing the Project or cannot be accounted for.

16. FORCE MAJEURE

- 16.1. Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control.

17. NO EMPLOYMENT OR AGENCY

- 17.1. Nothing contained in this Grant Agreement will be construed or have effect as constituting any relationship of employer and employee between the Grantor and the Grantee, nor that of agent and principal. The Grantee will not have any right or power whatsoever to contract on behalf of the Grantor or bind the Grantor in any way in relation to third parties and the Grantee will not hold itself out as having any such authority. Nothing contained in this Agreement will constitute a partnership or joint venture between the Grantor and Grantee.

18. BUSINESS PARTNER CODE OF CONDUCT

- 18.1. The Grantee will comply with the Grantor's Business Partner Code of Conduct

Annex A – Details of Representatives

FUND/PROGRAM MANAGER DETAILS

CONTACT 1

Name: [Click here to enter text.](#)

Title: [Click here to enter text.](#)

Email: [Click here to enter text.](#)

Phone: [Click here to enter text.](#)

CONTACT 2

Name: [Click here to enter text.](#)

Title: [Click here to enter text.](#)

Email: [Click here to enter text.](#)

Phone: [Click here to enter text.](#)

GRANTEE CONTACT DETAILS

CONTACT 1

Name: [Click here to enter text.](#)

Title: Post-Doctoral Fellow

Email: [Click here to enter text.](#)

Phone: [Click here to enter text.](#)

CONTACT 2

Name: [Click here to enter text.](#)

Title: [Click here to enter text.](#)

Email: [Click here to enter text.](#)

Phone:

Annex B – Funding and Payment Terms

This Grant Agreement does not obligate the Grantor to disburse funds for goods or activities that have not been agreed to in writing between the Parties.

The Grantor will not authorize payment unless the Grantee has:

1. Signed and returned a copy of this Grant Agreement to the Fund/Program Manager;
2. Provided appropriate bank details including a method for identifying the Grant funds either in a separate bank account or by project codes; and
3. Complied with all the terms and conditions of this Grant Agreement including the reporting requirements.

The Grantor reserves the right to withhold all or any payments if the Fund/Program Manager has reasonably requested information and/or documentation from the Grantee and the request has not been fulfilled. All Grant fund figures and amounts are in the Currency of Grant. Actual payment of funds may be in the Payment Currency (if different) on request but the Grantee bears the risk of all foreign exchange rates.

Annex C – Financial restrictions, Management of Funds, Bank Account

Management of Funds and Bank Account

The Grantee must retain all funds distributed under this Grant Agreement in the account allocated for the Program as follows:

Account holder name:

Name of Bank:

Account number:

Branch code:

Bank code:

Country code:

Swift code:

Once in Australia, the Grantee must open an Australian Bank Account provide the Grantor with their Australian Banking Details.

If not using a separate project bank account, the Grantee must use a bank account under the name of and controlled solely by the Grantee organisation and no other account.

The Grantee agrees that all funds distributed under this Grant Agreement will be treated as Restricted Funds and at least two representatives of the Grantee organisation will approve all expenditures relating to this Grant Agreement.

The Grantee agrees to disclose any interest gained on the funds in the above listed account and will spend the interest in furtherance of the purpose of this Grant Agreement. The Grantee will not commit any part of the funds distributed under this Grant Agreement for expenditures that occur after the end of the Term.

Surplus and unspent funds

All funds dispersed under this Grant Agreement must be spent in the financial year for which it was approved. Funds may only be carried over in exceptional circumstances and with the prior written approval of the Fund/Program Manager.

All unspent funds will be included in the Financial Report. Any unspent funds remaining at the end of the Term will be returned to the Grantor unless specifically directed otherwise by the Grantor in writing.

Recovery of funds

If the Grantor makes an overpayment to the Grantee, and the Grantor notifies the Grantee of this overpayment in writing, the Grantee will repay any overpayment to the Grantor within 30 calendar days of receiving the notice. The Grantor retains the right to recover any funds provided under this Grant Agreement that the Grantee has (1) not used for the purposes of implementing the Project or (2) cannot be accounted for.

Annex D – Description of Activities and Budget

Description of Grant Activities

Description:

The Grantee accepts Palladium/DFAT's offer of an Australia Awards Post-Doctoral Fellowship Grant.

The Grantee understands that the purpose of the Grant is for them to contribute to the objectives of the Post- Doctoral Fellowship program which seeks to:

- develop on-going educational, research and professional links between individuals and universities in Australia and Ghana, Kenya or South Africa
- provide opportunities for high achieving academics to increase their skills and enhance their global awareness
- contribute to Australia's position as a high quality education and training provider and a leader in research and innovation

They acknowledge that this Grant Offer is dependent on them obtaining a visa to undertake research in Australia.

The Grantee understands that they are bound to comply with the terms of the Grant.

Grant conditions

1. Australia Awards – Africa (Post-Doctoral Fellowship Guidelines)

- 1.1. They have read and understood the Guidelines and understand that Palladium/DFAT reserves the right to change the Guidelines at any time and that any changes may affect the conditions of the Grant.
- 1.2. The Grantee agrees to comply with their obligations outlined in the Guidelines as updated from time to time.
- 1.3. They are aware that they can obtain a copy of the Guidelines from Palladium at any time
- 1.4. Should the Guidelines not cover a situation that arises under the Post-Doctoral Fellowship program, they understand that Palladium/DFAT may defer to the Australia Awards Scholarships Policy Handbook for relevant policies.

2. Grantee obligations

- 2.1. The Grantee agrees that they must:
 - a. commence the Grant in the academic year for which it is offered either in South Africa or in Australia,
 - b. abide by the rules of the Australian Host Institution, submit all reporting items required for the Grant agreement and complete the Grant Activities by the end date specified Page 1 of the Grant Agreement;
 - c. obey the laws that apply in Australia and act in a manner that will not bring disrepute to Palladium/DFAT; and
 - d. leave Australia for a minimum of two years at the end of, or termination of, the Grant agreement and acknowledges that any time spent in Australia during the two year exclusion period will extend the end date of the exclusion period.

- 2.2. For the duration of the Grant, the Grantee must:
 - a. maintain a full Fellowship program at all times unless approved by Palladium/DFAT;
 - b. make satisfactory academic progress as determined by the Host Institution; reside in Australia for the duration of the Research Period planned in Australia (apart from holidays);
 - c. maintain a clear and direct line of communication with Palladium/DFAT through the Host Institution, recognising that the Host Institution is the first point of contact for my dealing with Palladium/DFAT; and
 - d. work with Palladium/DFAT and the Host Institution if a welfare or critical incident occurs.

3. Visa

- 3.1. The Grantee agrees to satisfy all visa requirements determined by the Australian Department of Immigration and Border Protection to hold a Temporary Activity Visa (subclass 408), as set out at: <http://www.border.gov.au>.
- 3.2. The Grantee acknowledges that the Australian Department of Immigration and Border Protection issues visas for entry into Australia and that Palladium/DFAT can provide support for certain visas but has no control over visa decisions made by the Department of Immigration and Border Protection.
- 3.3. The Grantee will not apply, including as part of a joint or family application, for a visa other than the Temporary Activity Visa (subclass 408) for the duration of their in-Australia research, and acknowledge that if they do then their Grant will be terminated, and they will incur a debt to the Commonwealth of Australia of the total accrued cost of the Grant.

4. Financial obligations

- 4.1. The Grantee acknowledges that they are responsible for all costs that occur during Grant period that are not covered by the Grant benefits.
- 4.2. The Grantee acknowledges that they are responsible for how they budget any Grant benefits they receive to pay for their living expenses while in-Australia.
- 4.3. The Grantee agrees to repay all in-Australia Grant benefits they receive, as a debt due and owing to the Commonwealth of Australia if:
 - a. They do not leave Australia at the end of their in-Australia research period; or
 - b. if the Grantee applies for anything other than a short-term temporary visa to return to Australia within two years of completion of their in-Australia research time.

5. Medical expenses

- 5.1. The Grantee acknowledges that their Overseas Visitors Health Cover (OVHC) may not cover all medical expenses, and that they are liable for any additional expenses incurred by them and their dependents during their in-Australia research period.

6. Other scholarships and studies

- 6.1. The Grantee will not hold another Australian Government scholarship, other than a DFAT supplementary award, at the same time as the Post-Doctoral Fellowship Grant, or begin studying another course.

- 6.2. They will not undertake any additional off scholarship studies during their time in Australia on the Temporary Activity Visa (subclass 408).

7. Change of circumstances

- 7.1. The Grantee will advise Palladium/DFAT immediately, via the Host Institution, of any personal, financial or family circumstances or incidents (e.g. family or financial problems, medical conditions, etc.) that might affect their ability to commence the research on time
- 7.2. The Grantee will advise Palladium/DFAT immediately, via the Host Institution, if they marry a person who is an Australian or New Zealand citizen, or is a permanent resident in Australia or New Zealand. The Grantee acknowledges that they need to comply with the Grant conditions and my visa conditions even if my marital status changes.

8. Termination and Suspension of the Grant

- 8.1. The Grantee acknowledges that they hold the Australia Awards Post-Doctoral Fellowship Grant with Palladium/DFAT's support and Palladium/DFAT reserves its right to terminate the Fellowship and withdraw its support at any time, including if they:
- do not comply with a condition of the Grant;
 - are unable to continue a program due to serious illness or incapacity for medical/mental health reasons;
 - conduct themselves in a manner which is considered to have transgressed acceptable Australian community standards;
 - apply for a visa other than the Temporary Activity Visa (Subclass 408); or
 - are found guilty of a crime.
- 8.2. The Grantee acknowledges that Palladium/DFAT reserves the right to suspend the Grant, including if:
- Palladium/DFAT determines that the Grantee is unable to continue their Grant; or
 - The Grantee unable to continue with their Grant due to serious illness or incapacity due to medical or mental health reasons.
- 8.3. The Grantee acknowledges that the Grant will be suspended until they can demonstrate that they are able to undertake full time activities. The Grantee acknowledges that Palladium/DFAT will determine when the Grant re-commences.
- 8.4. If the Grant is suspended the Grantee will return to their home country (with any dependents) for the duration of the suspension and will seek the prior approval of Palladium/DFAT and the Host Institution before returning to Australia.

9. Privacy

- 9.1. The Grantee acknowledges that they are aware that:
- the *Privacy Act 1988* governs the handling of personal information by Australian Government agencies (<http://www.oaic.gov.au/privacy/privacy-act/the-privacy-act>); and
 - DFAT's privacy policy is available at <http://www.dfat.gov.au/privacy.html>
- 9.2. The Grantee consents to their personal information and that of their family members and dependents, including sensitive information¹ as defined in the

Privacy Act 1988, being collected, handled, used and disclosed by and exchanged between DFAT, other government agencies including Australian immigration authorities, Australian tertiary institutions, partner organisations (including managing contractors and sub-contractors), medical insurers, medical practitioners, case managers, the home government (where applicable) and other parties, in the circumstances outlined, and for the purposes indicated, in the Guidelines as updated from time to time.

- 9.3. The Grantee acknowledges that Palladium/DFAT may disclose my personal information to their home government or another overseas recipient, such as a family member nominated by the Grantee and that Palladium/DFAT will not take any steps to ensure the Grantee's home government or any other overseas recipient does not breach the Australian Privacy Principles under the Privacy Act before disclosing my personal information to them, and the Grantee consents to Palladium/DFAT disclosing the information on that basis.
- 9.4. The Grantee acknowledges that the purpose of any such exchange or disclosure of personal and sensitive information¹ is to enable Palladium/DFAT and others to properly manage the Australian Awards Post-Doctoral Grant and any welfare incidents or critical incidents affecting the Grantee and their Grant conditions.
- 9.5. The Grantee:
 - a. acknowledges that from time to time the Australian Government may produce media releases in Australia and in their home country and circulate information to DFAT's offshore Posts and Australian education institutions in hard copy and on the Internet in relation to the Grant or other development activities (promotional material), and
 - b. consent to DFAT, Australian Ministers and Australian Government agencies collecting, exchanging, using and disclosing information about them including, but not limited to, their academic background, my study program in Australia and their professional achievements either before or after receiving the Grant, and including it in such promotional material.

10. Child Protection

- 10.1. The Grantee has read and understood Palladium's Child Protection Code of Conduct and agrees to comply with the policy for the duration of their Grant.
- 10.2. The Grantee has read and signed the Palladium's Child Protection Code of Conduct included as part of the Grant Agreement.

Grantee Deliverables/Outputs/Milestones

To meet with Australia Awards program staff during their Fellowship in Australia;

To submit a Progress Report no later than 3 months after the completion of the in-Australia component and a final report due no later than 3 months after the completion of the Fellowship. The report must be submitted in the format provided by the program and must address statements in the initial application and all requirements set out by the template provided by Australia Awards.

¹ **sensitive information** is defined in section 6 of the *Privacy Act 1988* to mean personal information or an opinion about an individual's racial or ethnic origin, political opinions, membership of a political association, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual preferences or practices, or criminal record, health information about an individual, or genetic information about an individual that is not otherwise health information.

Grantees will become Alumni of the Australia Awards program and will be required to participate in Monitoring and Evaluation activities undertaken by the program, once in their home country or while on Award.

To DHL original receipts to Palladium – Australia Awards Office, 310 Brooks Street, Menlo Park, 0081, Pretoria

Responsibilities of the Grantor

The Grantor will provide tranches in accordance with Annex I: Schedule of disbursements, provided that the Grantee upholds all terms and conditions of this agreement. Living Allowances are subject to the Grantee’s continued presence in Australia and enrolment in the Post-Doc Fellowship.

Annex E – Reporting Requirements

All reports must be submitted within 30 days of the end of the reporting period. If project progress or financial reports are not received within the set deadlines, a written explanation will be required from the Grantee.

Where valid justification is not received, suspension of funding may result, and other and/or future funding to the Grantee may be jeopardized.

Where a report is considered to be inadequate, resubmission will be required.

Report required? Tick relevant boxes	Type of Report
<input checked="" type="checkbox"/>	All reports timeframes will begin starting on xxxxx
<input type="checkbox"/>	Project plans must be submitted on a basis.
<input checked="" type="checkbox"/>	Progress reports must be submitted on a 90 days after completion of in-Australia Research basis.
<input checked="" type="checkbox"/>	Audited Account reports must be submitted on a As requested basis.
<input checked="" type="checkbox"/>	Financial reports must be submitted on a biannual basis.
<input type="checkbox"/>	Project budget forecast reports must be submitted on a basis.
<input checked="" type="checkbox"/>	The Final Report must be submitted within 90 days from the end of the completion of the activities outlined within Grant Agreement and at a minimum 30 days before

Progress reports

Progress reports will include, but not be limited to (if applicable, templates will be provided by the Fund/Program Manager):

1. Describe the Program activities completed and any obstacles to implementation;
2. Contain an assessment of progress made towards meeting agreed performance KPIs/milestones as well as clarification of why agreed KPIs/milestones for the reporting period have not been met and how the Grantee intends to get back on track;

3. When Due Diligence is required, for Due Diligence work done to fulfill these requirements, the report must include a separate management response addressing all of the recommendations made and how they are being fulfilled, including those not specifically mentioned as conditions of this Grant;
4. Success stories/case studies;
5. Any lessons learned that can be replicated and considered as best practices;
6. Any project material produced up to the date of the progress report; and
7. Planned activities (for upcoming month/quarter/year as agreed with the Fund/Program Manager).

Account reports

The Grantee shall provide a statement showing project funding that is certified by an independent and appropriately qualified auditor.

The Grantor reserves the right to commission an external audit of the financial reporting provided by the Grantee at any point in the Grant funding period. Where the Grantor exercises this right, the Grantor will bear the cost of such audit.

Financial reports

The financial reports will include, but not be limited to (if applicable, templates will be provided by the Fund/Program Manager):

1. The Grantee's expenditure for reporting period reported against the most recent detailed budget agreed by the Fund/Program Manager;
2. The purpose of all expenditures; and
3. The annual audited accounts (as applicable).

Final Report

At the end of the Grant, an independent evaluation report and a project completion report will be provided by the Grantee. The Final Report will include, but not be limited to (if applicable, templates will be provided by the Fund/Program Manager):

1. Actual performance against the aim of the Grant and whether the aim of the Grant was achieved and, if not, why not;
2. Performance against the Grant Agreement's terms and conditions;
3. An audited statement of receipts and expenditure in respect of the funds dispersed under this Grant Agreement prepared by an approved auditor in compliance with the Jurisdiction's auditing standards. This includes a statement that the financial accounts are accurate and complete, and a balance statement of the funds dispersed under this Grant Agreement;
4. A statement of final payment requirements; and
5. A certificate provided by the Chief Executive Officer or Chief Financial Officer of the Grantee confirming full compliance with this Grant Agreement and that the funds dispersed under this Grant Agreement and any other contributions received were spent for the purpose of the Grant and in accordance with this Grant Agreement.

The Grantor may withhold funds from the final year of the Grant until a satisfactory Final Report has been received and all project closure administration is completed.

Other Reporting

The Grantee must obtain the Grantor’s approval during the Term if/when:

1. A change in the Grantee’s governance composition or structure;
2. any legal claims are made or threatened against the Grantee or its partner organisation(s) which could adversely affect the delivery of the project during the period of the Grant (including any claims made against members of the Grantee’s governing body or staff);
3. The Grantee or its partners are the subject of an investigation concerning the Grantee, (or partner organisations), trustees, directors, Personnel or volunteers, carried out by a regulatory body; and
4. If the Grantee’s governing body falls below three members.

Annex F – Client Terms and Conditions, and Special Conditions

The Client’s standard Terms and Conditions are as follows: N/A

N/A

Annex G – Procurement

Procurement

The Grantee must obtain value for money when using Grant funding to purchase goods and services. The Grantee should also ensure that any procurement using Grant funds adheres to international best practice and that it is transparent, fair and open process. Where the Grantee does not have the skills or capacity to carry out High Value Procurements, a Grantor-approved procurement agent should be used. The Fund/Program Manager will advise on the process to follow.

If the Grantor requests information from the Grantee about the use of Grant funding provided under this Grant Agreement for procurement, the Grantee must provide sufficient information to show that its procurement processes are transparent, fair, allow for competition and are cost effective.

Annex I – Definitions

The words used in this Grant Agreement will be defined as presented in this Annex. If any word in this Annex is defined specifically within the body of this Grant Agreement, the definition within the Grant Agreement will be controlling.

The following terms or expressions used in this contract have the stated meanings:

“Activities” mean the actions the Grantee is performing to proceed their Program;

“Business Day” means a day that is not an accepted non-work day, public holiday, special holiday, or bank holiday or otherwise in the jurisdiction in which this Grant Agreement is to be fulfilled;

“Claim” means any claim, action, proceeding, demand, prosecution, judgement, damage, loss, cost, expense, fine, penalty or liability whatever incurred or suffered by or brought or

made or recovered against a person and however arising (whether presently ascertained, future or contingent);

“Confidential Information” means proprietary information, technical data, trade secrets, or know-how, including, but not limited to, business information, research, marketing, technical, financial information, product plans, products, services, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, and any other information relating to its personnel, donors, customers, affiliates, or agents disclosed to the Grantee or its personnel by the Grantor either directly or indirectly;

“Day” means calendar day of 24-hours computed without regard for non-work days, holidays, or other exceptions;

“Grant” means a non-contractual one-way transfer of assets to an individual or organisation to fund activities. The characteristics of a Grant are:

- No financial return;
- No personal gain or exchange of goods or services, no conflict of interest;
- Aims towards a specific (often social) impact that benefits society as a whole as well as an individual or group;
- Is usually, but not always, financial; and
- Can be given to anyone including individuals, statutory organisations, or private companies.

“Grant Agreement” means this document that governs the allocation of funds by setting out the services or goods to be provided the performance standard expected and the roles and responsibilities of the Grantee and Grantor;

“Grant Material” means all Material:

- Brought into existence or supplied as part of or for the purpose of performing the Grant; or
- Copied or derived from the above Material;

“Insolvency Event” means the Grantee:

- Goes into liquidation;
- Has a liquidator, receiver or official manager appointed to it; Becomes bankrupt;
- Enters into a scheme of arrangement with creditors;
- Becomes unable to pay the contractor’s debts as they become due; or
- Is insolvent or enters into or is subject to anything which has a similar purpose or effect to any of the above;

“Invoice” means a list of goods or services provided, with a statement of the sum due such that it complies with all relevant laws in the country in which the activities occur;

“Intellectual Property” means rights including, but not limited to, patents, copyrights, and trademarks, with regard to goods and/or services and other materials which bear a direct relation to or are produced, prepared, or collected in consequence of or in the course of the execution of this Agreement;

“Invention/Work(s)” means all data, results, discoveries, inventions, improvements, reports and other works of authorship, trade secrets, and any other work product or deliverables;

“Legislative Requirements” means any applicable law, statute, bye-law, regulation, order, consent, permit, approval, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;

“Loss” or “Losses” means any damage, liability, cost or expense including legal expenses;

“Material” includes property, equipment, information, data, photographs, documentation or other material in any form, including software, reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property Rights;

“Party” and/or “Parties” means either the Grantor or the Grantee or both collectively;

“Payment Milestone” means an identified deliverable for which the Grantee is entitled to receive a payment in accordance with this Grant Agreement;

“Personnel” means the officers, Personnel, agents, advisers, contractors and subcontractors (including their respective personnel) of either party;

“Pre-existing Intellectual Property” means Material or Inventions/Work(s) in existence prior to the date of this Agreement, developed by either Party or an associated entity, and utilised in conjunction with or for developing Project Material;

“Record” means a document or anything constituting a piece of evidence about the past, or an account kept in writing or in some other permanent form (electronic or otherwise) that records information relevant to the Grant Agreement;

“Regulatory Body” means those government departments, regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Grantor or Grantee;

Annex 6: Additional Terms and Conditions

Disclaimer

The Australian Government will not accept responsibility for any misunderstanding arising from the failure by an applicant to comply with these Guidelines, or arising from any ambiguity, discrepancy or error contained in an application.

Applicants are responsible for all costs incurred in the preparation and lodgement of their applications.

False or misleading information

Applicants should be aware that giving false or misleading information to the Commonwealth is a serious offence under the Criminal Code Act 1995 (Cth).

Applications may be disregarded, offers revoked or a program terminated if it is the belief of DFAT that false or misleading information has formed a component of an application.

Intellectual Property

Intellectual Property (IP) rights will depend on the policy of the host organisation, any IP laws of the home country and any agreement which may have been negotiated between the recipient and the host organisation. The Australian Government does not require or request copies of any research material, and does not wish to maintain any IP rights. If the Australian Government does procure copies of this material and uses it in some way, it must have a license to do so. This would be negotiated in a license agreement between the owner of the IP rights, i.e. the Award or the Host Institution and the Australian Government. In addition, wherever any work is reproduced, the creator of the work must be identified. If a recipient has further concerns, they should seek independent legal advice about the ownership and IP rights for any research material.

Taxation

Any entitlements provided to a recipient are to be treated as tax exempt income as per section 51.10, Items 2.1A and 2.5 of the Income Tax Assessment Act 1997.

Privacy, Publicity and Consents

DFAT and its contractors are bound by the provisions of the Privacy Act 1988 ('Privacy Act'). Schedule 1 of the Privacy Act outlines the Australian Privacy Principles ('APPs'), which prescribe the rules for handling personal information, including sensitive information.

'Personal Information' is defined by section 6 of the Privacy Act as: "information or an opinion about an identified individual, or an individual who is reasonably identifiable: (a) whether the information or opinion is true or not, and (b) whether the information or opinion is recorded in a material form or not."

Personal Information from applicants is collected in order to assess their applications and administer the Awards program. Applicants are not required to provide Personal Information but without collecting Personal Information DFAT will not be able to process an application or administer the Award for successful applicants.

DFAT, through its Managing Contractor, Palladium, also collect Personal Information from successful applicants over the duration of their Award, including their image in photographs, film footage, images, and their words, quotes or other comments made by or attributed to them, in so far as it relates to their participation in, and experience of, the Award.

Personal Information (including sensitive information) provided by applicants (including Personal Information collected by DFAT from successful applicants over the duration of the Award) will only be used by the DFAT for the following purposes ('the Purposes'):

- assessing applications;
- administering the Post-Doctoral Fellowship;
- promoting the Post-Doctoral Fellowship, including in promotional material, photographs, audio visual, media releases, information and publications in hardcopy and/or on the internet; and
- congratulating and/or inviting successful recipients and alumni to functions and events held in Australia and overseas.

Please note, any Personal Information that is used in promotional materials and/or published on the internet will be available to the public (including on the world-wide web) and may be viewed by members of the public in Australia and/or individuals or parties located overseas. DFAT will have no control over who views the Personal Information published on the internet or how a member of the public may use the Personal Information.

DFAT may disclose personal information in relation to applications under the Australia Awards – Africa for the same purposes listed above to the following recipients:

- Australian Government Departments and agencies, including but not limited to Austrade, the Department of Immigration and Border Protection, the Australian Federal Police and the Department of Prime Minister and Cabinet
- Australian Parliamentarians and Parliamentary committees
- DFAT's contractors and agents
- Australian universities and participating Australian organisations, and
- other individuals or parties located overseas who may access Personal Information published in promotional materials and/or on the internet.

Applicants are not required to provide their consent to the collection, use and disclosure of Personal Information as described in this Privacy Notice and may withdraw their consent in writing by contacting {insert contact} however, this will mean that DFAT may not be able to consider their application and/or administer and promote the Award.

Publicity Notice

For the purpose of promoting the Australia Awards – Africa program ('Program'), DFAT may collect and publish images, photos, film footage, words, quotes or other comments made by or attributed to successful applicants, and any other Personal Information about successful applicants (including sensitive information), collected in connection with the Programme (together with the 'Material'). DFAT may collect the Material during the term of the successful applicant's Award, and use and publish the Material for the purpose of promoting the Program, at any time.

DFAT may disclose the Material to any person or organisation, including without limitation by publishing it:

- as, or as part of, any book, newspaper advertisement or article
- television advertisement or program
- radio advertisement or program, and
- on the internet and in any other media.

Applicants are not required to provide their consent to the collection and publication of Materials as described in this Publicity Notice and may withdraw their consent at any time, prior to the publication of the Material, by contacting postdoc@australiaawardsafrica.org

Privacy Consents and Publicity Agreement

By submitting an application, applicants:

- consent to their Personal Information (including sensitive information) provided to, and collected by, DFAT in relation to applications under the Australia Awards being used for the Purposes and disclosed to the recipients as described in the 'Privacy Notice';
- understand that DFAT will not provide individual feedback if my application is unsuccessful;
- understand that if Personal Information is disclosed and/or published on the internet as described in this 'Privacy Notice':
 - Personal Information will be available to the public on the world wide web and may be viewed by members of the public in Australia and/or individuals or parties located overseas
 - DFAT will have no control over who views the Personal Information published on the internet or how a member of the public may use the Personal Information
 - Australian Privacy Principle 8.1 will not apply if the Personal Information is viewed or used by an individual or parties located overseas, and
 - an individual or parties located overseas will not be accountable under the Privacy Act and as a result will not be able to seek redress under the Privacy Act for any privacy breaches committed by the individual or parties located overseas.
- agrees that the Material may be used by DFAT for the purpose or promoting the Australia Awards Post-Doc Fellowship any time in the future, even if information in the Material (such as employment status) has ceased to be true.
- understand and agree that they will not receive, and are not entitled to receive, any payment for the use, disclosure or publication of the Material.
- grant, to the extent (if any) that he/she own intellectual property rights in the Material or any part of the Material, a perpetual, world-wide and royalty-free licence

to DFAT and its Agents to copy and disseminate the Materials in accordance with this Publicity Notice.

- agree that DFAT:
 - is not obliged to, and has not represented that they will, publish the Material
 - does not have to identify the applicant as author of any of the Material which they do publish or otherwise communicate, and
 - may edit the Material prior to publication as it sees fit without first checking with the applicant

By submitting an application, Applicants understand and agree that if he/she is successful and accept an Australia Awards Post-Doc Fellowship, they will:

- provide DFAT, through Palladium, regular reports on progress and a final report at the completion of the programme
- will act in a manner befitting a recipient of Australia Awards Post-Doc Fellowship
- will use the funds for the purposes granted
- will acknowledge the assistance given by the Australian Government in any written reports, publications or publicity
- consent to the collection, use and disclosure of Personal Information, in the manner described in the 'Privacy Notice' for the duration of my Australia Award Post-Doctoral Fellowship
- agree and consent to the publication of Material as described in the 'Publicity Notice'
- have the right to withdraw consent to the publication of the Material on the internet at any time prior to the publication of the Material, by contacting postdoc@australiaawardsafrica.org in writing.

Freedom of Information

The Freedom of Information Act 1982 (FOI Act) provides a legally enforceable right to access documents held by the government, including documents with regard to the Australia Awards – Africa program.

Decisions regarding requests for access under the FOI Act to documents held by DFAT are made by authorised FOI decision-makers in accordance with the requirements of the Act.

The right of access to documents is subject to exemptions, including in relation to personal and business information. In certain circumstances where documents within the scope of an FOI request contain personal information or information which relates to the business, professional, commercial or financial affairs of third parties, the FOI Act requires the decision-maker to consult with the individuals and business affected prior to making any decision on access to such documents.

Requests under the FOI Act for documents held by DFAT should be made to DFAT's FOI Team.

Complaints about DFAT's actions under the FOI Act can be made to the Australian Information Commissioner who may investigate DFAT's actions. More information is

available on the Office of the Australian Information Commissioner's website at www.oaic.gov.au.

Commonwealth Ombudsman

If an applicant, or any other person, is dissatisfied with the administration of the Australia Awards Post-Doc Fellowship they can raise their concerns with the Commonwealth Ombudsman. The Commonwealth Ombudsman may be contacted by telephone on 1300 362 072.

Contact us

For any enquiries please email postdoc@australiaawardsafrica.org

Annex 7: Support of Awardees with disability

Principles for providing disability support

DFAT and Host Institutions should provide reasonable adjustment to allow Awardees with disability to participate in Australia Awards on an equal basis

The support needs of each Awardee with disability will be different, as will the nature of the reasonable adjustments that are necessary and appropriate. The needs of each Awardee with disability should be assessed on a case-by-case basis well before they are mobilised to begin their Fellowship in Australia.

As not all support needs will be evident before the mobilisation of Awardees with disability, DFAT is flexible in the provision of reasonable adjustments and will reassess support needs if required after an Awardee has commenced their Fellowship.

Standard Fellowship entitlements, for which all Awardees are eligible (such as contribution to living expenses) should not be used to fund disability support. Additional funds for disability support will be allocated on a needs basis following a disability assessment.

Australian institutions are experienced in providing disability support. The earlier Host Institutions are involved in preparations for mobilisation, the more likely it is that an Awardee with disability will be able to participate on an equal basis with other Awardees

While DFAT respects every Awardee's right to privacy, Awardees with disability are encouraged to fully disclose their support needs as early as possible. Awardees are the best source of information on what support they need to live, study and travel, what has worked for them in the past and what support they anticipate they will need in Australia. The capacity to provide reasonable adjustments is limited by an Awardee's willingness to engage in a disability assessment and disclose their needs and expectations.

Assessing disability support needs

Reasonable adjustments for Awardees with disability, will only be provided by both DFAT or Host Institutions, after a full and thorough disability assessment of each Awardee. This ensures that the support provided is both necessary and appropriate.

A disability assessment is the process through which an Awardee with disability, Australia Awards and the relevant Host Institution assesses and discusses the Awardee's support needs and what reasonable adjustments will be required. A disability assessment will involve discussions and assessment forms and should clarify the required level of support for pre-departure, during travel and for living and studying in Australia.

Disability assessments should begin before mobilisation and may continue after Awardees have arrived in Australia as this enables DFAT and Host Institutions to provide effective and efficient reasonable adjustments and gives Awardees the greatest chance of successfully completing their Australia Awards Fellowship. However, additional disability assessments can be conducted after an Awardee arrives in Australia.

If a disability assessment identifies that an Awardee requires additional financial support from DFAT, this support will be formalised in a Disability Support Agreement. This agreement will detail all additional financial support to be provided by DFAT. This agreement acts as an addendum to an Awardee's Fellowship contract and does not change any of the obligations in the Fellowship contract.

Awardees with disability will:

- work closely with Australia Awards and Host Institutions to complete a disability assessment and a disability support agreement (if required).
- note that the process of conducting a disability assessment will require DFAT to share information about an Awardee's disability and support needs with the relevant Host Institution and relevant disability service providers. This information is bound by Australian privacy laws and will be disclosed only for the purpose of facilitating equal access to education for Awardees with disability.
- provide a full medical report (no more than two years old and in English) that establishes the nature of the disability and fully discloses to DFAT and the Host institution all pre-existing medical conditions. This is a requirement to assess the need for reasonable adjustments and to ensure Awardees with disability have adequate Overseas Visitors Health Cover.
- understand that disability assessments may take considerable time and that their cooperation is essential to the efficient and effective implementation of reasonable adjustments.
- work closely with a disability technical adviser engaged by DFAT to provide expertise on the support of Awardees with disability.
- understand that in some cases DFAT will be required to defer Awardees with disability to a later Fellowship start date in order to ensure that all necessary and appropriate reasonable adjustments can be put in place.

Reasonable adjustments

The Disability Discrimination Act 1992 requires education to be provided in a non-discriminatory way to all Australia Awards Awardees in Australia (regardless of nationality). The Disability Standards for Education 2005 require reasonable adjustments to be made to enable this non-discriminatory participation.

Reasonable adjustments are measures which an education provider is required to make to ensure Awardees with a disability can meet the academic standards of their course of study and participate on the same basis as Awardees without a disability. Reasonable adjustments might include changes to the way a person enrolls in a course, alterations to the physical environment and other facilities, and changes to the way training is delivered and skills are assessed.

Neither the Act nor the Standards require reasonable adjustments to be made if this would impose an unjustifiable hardship on a person or organisation (all factors are taken into account, including impact on the Awardee, or Host Institution, etc.).

Awardees must be aware that, while Host Institutions are obliged to make reasonable adjustments to allow Awardees with disability to participate on a level playing field with other Awardees, there is a limit to this obligation. For example, if an Awardee requires course materials in an accessible format, Host Institutions will provide alternative or accessible formats to enable participation. However, this does not necessarily mean that Host Institutions have to provide materials in an Awardee's preferred format.

Responsibilities for Reasonable Adjustments

Host Institutions have an obligation to provide Awardees with reasonable adjustments to support their academic endeavours. DFAT provides non-academic reasonable adjustments.

Host Institutions are required to consult with Awardees with disability about their support and access needs to determine what reasonable adjustments are appropriate and necessary.

DFAT provides non-academic reasonable adjustments and support for Awardees with disability as required. Non-academic reasonable adjustments will be based on the needs identified by DFAT through an Awardee's disability assessment.

