

DEED OF AGREEMENT

Great Teaching, Inspired Learning teach.Rural Scholarship

(Sponsorship Holder)

Instructions for completing this Deed of Agreement

Please read the whole of the Deed of Agreement carefully and ensure that you understand it and that:

1. your name and address in **Item 1** to the **Schedule** to the Deed of Agreement is correct;
2. **each** page of both copies is signed in **blue pen** by you and a witness, whose name and address is to be added on the signature page (page 5). The Deed must be signed in **blue pen** to ensure that all signatures are original and not photocopies;
3. you must not, of your own initiative, make any alterations to the Deed of Agreement. Please avoid doing this as an alteration will require another two Deeds being sent to you for signature;
4. you sign, date and return both copies of this Deed of Agreement. When both signed copies of the Deed of Agreement are returned, they will be checked and, if satisfactory, signed and dated by the NSW Department of Education. One copy will then be returned to you;
5. you return the completed Deeds of Agreement to:

Scholarship Unit
Locked Bag 3020
BLACKTOWN NSW 2148

One copy of the Deed of Agreement, when executed, will be attached to your personnel file and your service commitment will be indicated on the New South Wales Department of Education's computerised staffing database. The other copy will be returned to you, the Sponsorship Holder.

**NSW DEPARTMENT OF EDUCATION
GREAT TEACHING, INSPIRED LEARNING: TEACH.RURAL SCHOLARSHIP**

This Agreement commences on the date in Item 2 of The Schedule of this Agreement.

Between

The State of New South Wales by its New South Wales Department of Education (the Department) and

<Name> whose details are in Item 1 of The Schedule.
(The Scholarship Holder)

BACKGROUND

The Department, in response to an application by the Scholarship Holder, has agreed to provide financial assistance to the Scholarship Holder for completion of a recognised teacher education program (as set out in Item 3 of The Schedule).

The Scholarship Holder has agreed to accept the financial assistance provided by the Department subject to the terms and conditions of this Agreement.

AGREEMENT

The parties hereby agree that:

1. The Department will provide financial assistance described in Item 4 of The Schedule to the Scholarship Holder of:
 - 1.1 \$6,000.00 training allowance per academic year of full-time study (full-time study is equivalent to 8 or more subjects per year) for up to five years, to complete the teacher education program (as set out in Item 3 of The Schedule); and
 - 1.2 an additional \$5,000 relocation allowance upon appointment to the Envisaged Appointment Area in the Service Commitment Areas (as set out in Item 7 of The Schedule).
2. The Scholarship Holder agrees to undertake a recognised teacher education program (as set out in Item 3 of The Schedule).
 - 2.1 The Scholarship Holder agrees to:
 - 2.1.1 satisfactorily complete all components and obligations of the teacher education program (as set out in Item 3 of The Schedule) required by the relevant higher education institution to the satisfaction of the Department and must not defer any subjects during the course, obtain any extension or change of study without obtaining the prior written consent of the Department;
 - 2.1.2 continue to work in a NSW public school for 3 years (12 terms) (as set out in Item 6 of The Schedule) following the successful completion of the teacher education program (as set out in Item 3 of The Schedule);
 - 2.1.3 repay the prescribed financial support provided under the scholarship by the NSW Department of Education if I do not complete the course within the maximum period allowed (as set out in Item 3 of The Schedule);
 - 2.1.4 repay the prescribed financial support provided under the scholarship by the NSW Department of Education if I do not complete the 3 year (12 term) service commitment period following completion of the teacher education program (as set out in Item 3 of The Schedule).

Sponsorship Holder signature _____

Witness signature _____

3. The Scholarship Holder warrants that the Scholarship Holder is not:
 - 3.1 an undischarged bankrupt;
 - 3.2 a prohibited person within the meaning of the child protection legislation and the Department's child protection policies;
 - 3.3 receiving and does not intend to receive any other financial assistance upon terms which prevent or might prevent the Sponsorship Holder from fulfilling all obligations under this Deed of Agreement to the satisfaction of the Department; and
 - 3.4 aware of any illness, disability or condition which might interfere significantly with the Sponsorship Holder's ability to undertake and complete the teacher education program (as set out in Item 3 of The Schedule) and the three year period of commitment (as set out in Item 6 of The Schedule).
4. The Scholarship Holder expressly acknowledges that the receipt of financial assistance under this Agreement may have taxation implications and may have implications in respect of Commonwealth benefits (such as Youth Allowance, Austudy, Family Allowance and Childcare Benefits) and Commonwealth obligations (including HECS-HELP, Medicare Levy and child support).
5. This Agreement is governed by the laws of New South Wales. Each of the parties irrevocably submits to the jurisdiction of the courts of New South Wales. Any reference to legislation is to be read as including any legislative provision replacing same.
6. The Scholarship Holder may not assign their rights arising out of Agreement.
7. The Scholarship Holder will be provided with a copy of this Agreement. The original will be retained by the Department.
8. Any section or part thereof, or the application of any section or part thereof of this Agreement which is prohibited or which is ineffective in any jurisdiction shall only be prohibited or ineffective to the extent of the prohibition. Any section of, or the application of any section of this Agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of the remaining sections of the Agreement, in that or any other jurisdiction.
9. The Scholarship Holder warrants that they have had the opportunity to seek independent legal advice with respect to this Agreement.
10. Any variation of this Agreement must be in writing and signed by the parties before it can take effect.
11. Any leave greater than five days must be endorsed and approved by the principal or supervisor and scholarship program manager and may affect the Scholarship Holder's service commitment period.
12. This Agreement supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties.
13. The terms of this Agreement survive its termination to the extent permitted by law.
14. This Agreement shall be binding upon the Scholarship Holder and their heirs, executors, administrators.

THE SCHEDULE:

Item 1: Name and Detail of the person Sponsored (the Sponsorship Holder)

«Mailing_Title»

Date of Birth:

«Home_Address_1»

«Home_Address_2»

Item 2: Commencement of period of sponsorship

Semester 1, 2017.

Item 3: Teacher Education Program being undertaken by Sponsorship Holder

A teacher education program involving a <Degree> with a Semester 1, 2017 sponsorship, at the <University> to be completed by the end of Semester X, 20XX, including the completion of all professional experiences/practicums in a NSW public school.

Item 4: Financial Assistance to be provided by NSW Department of Education

- \$6,000.00 training allowance per academic year of full-time study (full-time study is equivalent to 8 or more subjects per year) for up to five years.
- One off payment upon appointment to the Envisaged Appointment Area in the Service Commitment Areas at Item 7 (\$5,000.00).

Item 5: Envisaged Appointment Area

Permanent, full-time <Subject> teacher.

Item 6: Period of Commitment

Twelve (12) school terms of continuous service as a permanent, full-time <Subject> teacher after satisfactory completion of the Teacher Education Program, as determined in Item 3 of the Schedule, and commencing on the first day of the Envisaged Appointment to a rural or remote NSW public school in the Service Commitment Areas at Item 7.

Item 7: Service Commitment Areas

School Education Areas:

Albury, Armidale, Bathurst, Bourke, Broken Hill, Deniliquin, Dubbo, Griffith, Moree, Orange, Tamworth, Wagga Wagga.

EXECUTED BY THE PARTIES AS A DEED

Signed, sealed and delivered by _____)

Name of Sponsorship Holder

Signature of Sponsorship Holder
_____ day of _____

two thousand and _____
Date of execution by Sponsorship Holder

in the presence of:

Signature of Witness

Name of Witness

Address of Witness

Signed, sealed and delivered by the State of New South Wales, Department of Education, by its authorised officer. _____)

Signature of Authorised Officer
_____ day of _____

two thousand and _____

Name of Authorised Officer

Date of execution by New South Wales Department of Education

Title of Authorised Officer

in the presence of:

Signature of Witness

Name of Witness

Address of Witness

For official use only

Service commitment verified correct:

Signed _____ Date _____
Program Manager