This Agreement commences on the date in Item 2 of Schedule 1 of this Agreement.

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 masters level course for teaching students with additional learning and support needs.

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

The parties hereby agree that:

1. The Department will provide financial assistance described in Item 4 to the Scholarship Holder of:
   - $5,000 per year for a maximum of two years to complete the masters level course and
   - an additional $3,000 study completion grant on provision of evidence that course requirements have been met for the award.

2.1 The Scholarship Holder agrees to undertake a recognised specialist masters level course for teaching students with additional learning and support needs.

2.2 The Scholarship Holder agrees to:

   2.2.1 satisfactorily complete all components and obligations of the masters level course 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;

   2.2.2 continue to work in a NSW public school for 1 year (4 terms) following the successful completion of the post graduate course (set out in Item 5 of Schedule 1);

   2.2.3 repay the prescribed financial support provided under the scholarship by the NSW Department of Education and Communities if I do not complete the course within the maximum two year period;

   2.2.4 repay the prescribed financial support provided under the scholarship by the NSW Department of Education and Communities if I do not complete the 1 year (4 term)
service commitment period following completion of the post graduate course;

3. The Scholarship Holder warrants that the Scholarship Holder is not:

i. an undischarged bankrupt;

ii. a prohibited person within the meaning of the child protection legislation and the Department’s child protection policies;

iii. 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

iv. aware of any illness, disability or condition which might interfere significantly with the Sponsorship Holder’s ability to undertake and complete the masters course and the one year of teaching required (Item 5 Schedule 1).

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.
SCHEDULE 1

Item 1: **Name and details of the person sponsored (The Scholarship Holder):**

<table>
<thead>
<tr>
<th>Title</th>
<th>First name</th>
<th>Family name</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>DEC ID number</th>
<th>School Name</th>
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<tr>
<th>Email</th>
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Item 2: **Commencement of period of sponsorship:**


Item 3: **Educational program being undertaken by Sponsorship Holder:**
- masters level course;
- completion of course requirements within 2 years of commencement.

Item 4: **Financial Assistance to be provided:**
- a $5000 scholarship per year for a maximum of 2 years;
- a one off payment of $3000 on the successful completion of the course.

Item 5: **Service commitment period:**
4 school terms of continuous service as a permanent teacher in a NSW public school.
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 and Communities, by its authorised officer.

_________________________________
Signature of Authorised Officer
day of  ____________________
two thousand and _________
Date of execution by New South Wales Department of Education and Communities

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

Sponsorship Holder signature _______________________  Witness signature _______________