

# TERMS AND CONDITIONS

## Western Sydney University - MACC Scholarship Postgraduate Programs 2024

### 1. The Scholarship

- 1.1. In 2024, Western Sydney University will offer the Western Sydney University - MACC Scholarship Postgraduate to eligible Malaysian Students subject to these Terms and Conditions.
- 1.2. All inquiries about Scholarship can be submitted via WesternNow or join the International Scholarship Team regular Q&As Zoom session held every Monday. Zoom session details can be found from the '**Contact**' section of these terms and conditions.
- 1.3. These Terms and Conditions apply to all Postgraduate Programs (2024) and will take effect from the Summer Term 3, 2023 (November 2023 Intake).
- 1.4. In these Terms and Conditions, the following words have these meanings unless the context requires otherwise:
- (a) **Advanced Standing** means recognition by the University in a Program or Subject on the basis of previous successfully completed studies or prior learning in accordance with policies of the University.
  - (b) **Census Date** means the last day on which an Overseas Student can withdraw from a Program without having to pay the Program Fee. Census date for:
    - Autumn session: generally 31 March
    - Spring session: generally 31 August
    - Quarter 1 session: generally 31 January
    - Quarter 2 session: generally 24 April
    - Quarter 3 session: generally 17 July
    - Quarter 4 session: generally 9 October
  - (c) **Commencing Scholarship Recipient** means a Scholarship Recipient who is awarded a Scholarship and not yet completed first Study Period.
  - (d) **Continuing Scholarship Recipient** means a Scholarship Recipient who was awarded a Scholarship and enrolled for more than one study period.
  - (e) **Credit Points** means the value of a Subject or Unit of Study.
  - (f) **CRICOS** means the Commonwealth Register of Institutions and Courses for Overseas Students.
  - (g) **eCoE** means the electronic Confirmation of Enrolment which the University issues to Overseas Students with a Letter of Offer and which enables Overseas Students to apply for an Australian student Visa.
  - (h) **Eligible Program** means any Postgraduate Program delivered by the University except for the Ineligible Programs specified in clause 3.
  - (i) **Full Time Study Load** means a Study Load comprising 40 Credit Points per Study Period.
  - (j) **Ineligible Programs** are specified in clause 3.
  - (k) **Intake** means the date when a Student commences in their first Study Period. (Most Programs have two Intakes but these may vary).
  - (l) **Letter of Offer** means a letter from the University to a prospective student offering the prospective student a place in a Program at the University and may include an offer of a Scholarship.
  - (m) **Overseas Student** has the same meaning as in s.5 of the ESOS Act.
  - (n) **Program or Course** means a program or course of study which is registered on CRICOS leading to the award of an Postgraduate degree by the University. An Postgraduate Program or Course at the University usually comprises 12 Subjects or Units which is equivalent to 160 Credit Points.
  - (o) **Program Tuition Fees (PTF)** means fees that are directly related to the provision of a Program delivered by the University but excludes Student Services and Amenities Fees (SSAF) and Overseas Student Health Cover (OSHC) fees and other costs associated with study.
  - (p) **Reduced Study Load** means a Study Load which is less than a Full Time Study Load.
  - (q) **Scholarship** means the Western Sydney University - MACC Scholarship Postgraduate 2024.
  - (r) **Scholarship Recipient** means an Overseas Student who is awarded a Scholarship by the University.
  - (s) **Student** means a person enrolled in an postgraduate degree with the University and includes Overseas Student.
  - (t) **Study Load** means the numbers of Credit Points in which a Student is enrolled.
  - (u) **Study Period** means a period of study or Term during which Students undertake lectures, tutorials, continuous assessment and examinations related to a Program or Subject. Terms are semester or trimester based and some are quarterly.
  - (v) **Subject or Unit** means a discrete component of a Program or Course respectively and is usually equivalent to 10 Credit Points at the University.
  - (w) **WSU-SCC Campus** means Western Sydney University's Sydney City campus at 255 Elizabeth Street, Sydney, NSW 2000 or at any replacement premises.

## **2. Value of Scholarship**

- 2.1. The University will make multi-year payments towards Postgraduate Program Tuition Fees for the amount of \$6,000 (Scholarship amount is stated on the first page of the admission offer letter). The value of the Scholarship is generally dependent on the previous academic performance of the Scholarship Recipients.
- 2.2. Scholarships will be paid for Programs of up to a maximum of 160 Credit Points which have a maximum duration of two years, unless the University agrees in writing that the Scholarship Recipient may complete their Program over a longer period of time, and agrees to extend the Scholarship. Any extension of a Program granted by the University in these circumstances will be for a maximum of one academic year.
- 2.3. The value of each Scholarship payment amount is determined by the number of Credit Points in which the Scholarship Recipients are enrolled and for which they make a genuine attempt to complete. As a general guide:
- (a) for most Programs with a multi-year Scholarship of \$6000, the value of the Scholarship payment for 10 Credit Points is equivalent to \$750.

## **3. Eligible Programs**

- 3.1. Subject to clause 3.2, Scholarship is available to all Overseas Students who are undertaking any CRICOS registered Postgraduate Programs at the University with a minimum one-year duration or require 80 credit points to complete (excluding higher degree research) at the University.
- 3.2. **Advanced Standing**  
Scholarships are not available to any Overseas Students who have been awarded 80 Credit Points or more of Advanced Standing or are required to enrol in less than 80 Credit Points to complete their Program.
- 3.3. **Pro-rating of Scholarship payments**  
The total Scholarship contribution will be paid on a prorated basis in the event that the Scholarship Recipient:
- (a) enrolls in any Subject delivered at the WSU-SCC Campus and other offshore campus. In such cases, the Credit Point value of the Subject delivered at these campuses will be disregarded when calculating the Scholarship payment; and/or
  - (b) has been granted Advanced Standing. In such cases, the Scholarship value will be calculated based on the total minimum Credit Points required for Program completion.
  - (c) Refer to the examples in Schedule 1 of these Terms and Conditions.

## **4. Purpose and use of Scholarship**

- 4.1. Scholarship is only available for, and must be used as a contribution towards, Program Tuition Fees for the Program specified in the University's Letter of Offer. Scholarship Recipients may not change their Programs without the written approval of the University and the International Scholarship Team.
- 4.2. The Scholarship is a contribution to Program Tuition Fees only. The Scholarship cannot be used:
- (a) to pay a deposit amount set out in an eCoE; or
  - (b) for any other costs associated with living expenses, accommodation, Visas, travel or transport, Student Services and Amenities Fees (SSAF) and Overseas Student Health Cover (OSHC) fees, equipment or any other costs associated with study.
- 4.3. Except where a Scholarship Recipient has been granted approval by the University (and the International Scholarship Team) for an approved leave of absence in a Study Period, Scholarships must be used in full for the relevant Study Period.
- 4.4. Scholarships which are not used in the applicable Study Period will be returned to the University and may not be rolled over to a subsequent Study Period.
- 4.5. Scholarships cannot be used to repeat failed or withdrawn Units.
- 4.6. Scholarship Recipients should obtain their own financial and tax advice on the impact of the receipt of a Scholarship funds and, if applicable, to review the Australian Taxation Office website at <http://www.ato.gov.au/>

## **5. Payment of Scholarship**

- 5.1. Subject to these Terms and Conditions, provided that the Scholarship Recipients enrol in and make a genuine attempt to complete a Full Time Study Load, Scholarship payments made by the University will be credited towards the Scholarship Recipient's Program Tuition Fees after the Census Date of the Scholarship Recipient's first Study Period in each academic year.
- 5.2. Scholarship Recipients must clear all outstanding fee debts before any Scholarship payments will be made.
- 5.3. Payments will be made approximately six weeks after the relevant Census Date as follows:

- (a) Autumn Study Period: payment will be made by 15 June.
- (b) Spring Study Period: payment will be made by 15 December.
- (c) Quarter 1 Study Period: payment will be made by 15 March.
- (d) Quarter 2 Study Period: payment will be made by 15 May.
- (e) Quarter 3 Study Period: payment will be made by 15 August.
- (f) Quarter 4 Study Period: payment will be made by 15 November.

**5.4.** The value of all Scholarship payments will:

- (a) not be paid into the Scholarship Recipient's personal bank account; and
- (b) will be credited to the Scholarship Recipient's Program Tuition Fee account with the University and offset against the Program Tuition Fees for the subsequent Study Period.

**5.5.** Commencing Scholarship Recipients must commence their Program at the University:

- (a) in the relevant Intake for the Study Period; and
- (b) may not defer the commencement of their Program to a different Intake or Study Period.

**5.6.** In the event that any Commencing Scholarship Recipients decide to defer the commencement of their Program:

- (a) their entitlement to receive a Scholarship in a subsequent Intake or Study Period will be reassessed; and
- (b) The University does not guarantee that such Overseas Students will be offered a Scholarship in another Intake or Study Period. The availability of Scholarships will be in the University's sole and absolute discretion at all times.

**5.7.** The University is required to provide Overseas Students with an eCoE to enable them to apply for an Australian student Visa. The University will not issue an eCoE until the Overseas Student has paid the required deposit amount set out in the Letter of Offer. The Scholarship cannot be used to pay the deposit.

**5.8.** In the event that Scholarship Recipients have been granted approval for a Reduced Study Load or any other adjustments or extensions to their Program or payment of their Scholarship, the University (International Scholarship Team) will review, adjust and reconcile all Scholarship payments in the Scholarship Recipients' final Study Period.

**6. Study Loads and payment of Scholarships**

**6.1.** General requirements: all Scholarship Recipients

- (a) Scholarships cover the minimum Credit Points required to complete a Program and the maximum duration of the Program specified in the Letter of Offer.
- (b) Scholarship Recipients must notify the University for any plans of changes to their Study Load, such as a reduced Study Load, withdrawal, resignation or leave of absence, or any change in their Visa type or status, and written approval must be requested from the University (and the International Scholarship Team) for all such changes.
- (c) Scholarship Recipients may make request a change, reduction or suspension of their Study Load, or to take a leave of absence, and for an associated extension of their Scholarship. The University will re-assess the Scholarship Recipients eligibility for the Scholarship in these circumstances.
- (d) The University will assess all requests to suspend or reduce a Study Load or take a leave of absence, and for ongoing eligibility for or an extension to a Scholarship on a case-by-case basis and may request that the Scholarship Recipients provide supporting documentation from the Scholarship Recipients. The decision will be made by the University in its sole and absolute discretion and no correspondence will be entered into.
- (e) If the University (and the International Scholarship Team) gives written approval for a change to a Study Load, and agrees to extend the Scholarship, the Scholarship will be extended for a maximum of one year.
- (f) Scholarship Recipients will be required to repay any Scholarship funds received for a relevant Study Period in the event that they withdrawal from the Program or there is a change in their Visa type or status. The University will not reimburse any part of a Scholarship which is repaid by a Scholarship Recipient.
- (g) Subject to clauses 6.2 and 6.3, Scholarship Recipients must enrol in and make a genuine attempt to complete be a Full Time Study Load.
- (h) Scholarship Recipients acknowledge and agree that they are responsible for ensuring that they comply with these Terms and Conditions at all times, that they should not rely on any reminders from the University, and that will check their University email account for updates regarding their Scholarship regularly.

**6.2.** Payment of Scholarships

- (a) Scholarship Recipients will receive full payment of their Scholarship provided that they are enrolled in a Full Time Study Load, and make a genuine attempt to complete, 40 Credit Points in that Study Period.
- (b) Scholarship Recipients who choose not to enrol in the minimum of 40 Credit Points in a Study Period must obtain written approval from the University (and the International Scholarship Team) to enrol in a Reduced Study Load.
- (c) Subject to obtaining the written approval of the University (and International Scholarship Team) to enrol in a Reduced Study Load in accordance with clause 6.2(b), Scholarship Recipients will remain eligible for their Scholarship but payment of the Scholarship will be postponed until after the Census Date of the next Study Period in which they enrol in and make a genuine attempt to complete a Full Time Study Load.
- (d) The value of all Scholarship payments will be offset against the Program Tuition Fees for subsequent Study Periods as specified in clause 5.4 (b).

- (e) From Summer Term 3, 2023 (November 2023 Intake) Study Period, Commencing Scholarship Recipients will be paid their Scholarship payments by way of credit to their Scholarship Recipient's Program Tuition Fee account with the University and this will be offset against the Program Tuition Fees for the subsequent Study Period.
- (f) Scholarship Recipients who receive the University's approval and International Scholarship Team's approval to enrol in a Reduced Study Load should refer to the examples shown in Schedule 1 of these Terms and Conditions which illustrates when postponed Scholarship payments will be made.

### 6.3. Payment of Scholarships to Commencing Scholarship Recipients

- (a) Provided that Commencing Scholarship Recipients are enrolled in a Full Time Study Load, and make a genuine attempt to complete 40 Credit Points in each Study Period, Scholarships payments will be made as follows:
  - The first Scholarship payment will be made to the Commencing Scholarship Recipient's Program Tuition Fee account after the Census Date in the first Study Period after the Commencing Scholarship Recipient has enrolled in and made a genuine attempt to complete 40 Credit Points.
  - The second Scholarship payment will be made to the Commencing Scholarship Recipient's Program Tuition Fee account after the Commencing Scholarship Recipient has fully attempted 80 Credit Points.
- (b) Subject to obtaining the written approval of the University (and International Scholarship Team) to enrol in a Reduced Study Load Scholarship, Recipients will remain eligible for their Scholarship but payment of the Scholarship will be postponed until they have enrolled in and made a genuine attempt to complete a minimum of 40 Credit Points.

## 7. Compliance with these Terms and Conditions

7.1. Scholarship Recipients must confirm to the University in writing that they accept their Scholarship offer by signing and returning the Scholarship Recipient Agreement by the date stated. Failure to notify the University by the date stated will result in the Scholarship offer being withdrawn and offered to another Overseas Student.

7.2. If any Scholarship Recipient does not comply with any of these Terms and Conditions, the status and ongoing eligibility of that Scholarship Recipient will be assessed and determined by the Director International Strategy, Mobility & Operations, Western Sydney University (International).

## 8. Scholarships opportunities

8.1. Scholarship Recipients may be invited to:

- (a) participate in University events for Students (e.g. Orientation, Open Day);
- (b) assist in providing information to Students about Programs and the Scholarship program;
- (c) provide a personal profile and photograph for use in promotional material;
- (d) participate in peer mentoring/tutoring; and
- (e) undertake other engagements within and outside the University as required.

8.2. Scholarship Recipients:

- (a) Consent to the University
  - i. photographing/videoing them and using any image of them in relation to the Scholarship;
  - ii. using any written material that they have produced about their experiences at the University and in relation to the Scholarship;
  - iii. being involved, if requested, in any Scholarship related publicity as the University thinks fit in its absolute discretion to promote the University, Sponsors of Scholarships or any of the University's activities;
- (b) Acknowledge that all right, title and interest in or relating to any Scholarship written material that they have produced or image taken of them by or on behalf of the University belongs to the University, absolutely for its own use;
- (c) Release the University from any claim by them or on their behalf, arising out of the University's use of any Scholarship written material they produce, and photograph/video of them; and
- (d) If requested, agree to attend Scholarships ceremonies, and participate in activities to promote their scholarship, including public speaking, Open Days, media interviews and photographs. Photos/ video taken at these events may also be used for newsletters published by the University.

## 9 Termination of Scholarship

9.1. Scholarships will be terminated if any Scholarship Recipient:

- (a) who is a Commencing Scholarship Recipient, does not commence his or her Program in the relevant Intake or Study Period as specified in the Letter of Offer;
- (b) ceases to meet any of the eligibility requirements of the Scholarship;
- (c) does not resume their Program at the conclusion of an approved leave of absence;
- (d) resigns, withdraws or cease to be enrolled with the University;
- (e) changes their enrolment (Reduced Study Load, Leave of Absence and Program Transfer) without the prior written approval of the University and the International Scholarship Team;
- (f) has been granted more than 80 credit points of Advanced Standing or has less than 80 Credit Points to complete their Program;
- (g) has been awarded another scholarship by the University or by another organisation to study at the University which covers the cost of the Program Tuition Fees (either partly or in full);
- (h) is suspended or excluded from the University for misconduct;

- (i) is granted a Permanent Resident status in Australia prior to the Census Date of a relevant Study Period; or
- (j) is no longer paying Program Tuition Fees as an Overseas Student.
- (k) Is no longer a Malaysian citizen.

## 9.2. Appeal against termination of Scholarship

- (a) Scholarship Recipients may make a written appeal against the termination of their Scholarship on the grounds of exceptional circumstances by applying to Western Sydney University (International) and providing supporting documentary evidence. Refer to the contact details below.
- (b) The Scholarship Recipient may not make an appeal against the termination of their Scholarship on the grounds that they did not read, know or understand these Terms and Conditions.
- (c) The International Scholarship Team will consider the appeal and make a determination on whether the appeal is upheld and the Scholarship continued, or the appeal is dismissed and the Scholarship is terminated. The appeal may be escalated to the Director International Strategy, Mobility & Operations, Western Sydney University (International), the decision of the Director International Strategy, Mobility & Operations is final and binding and the University will not enter into any further discussions or communications about that decision.

## 10. Changes to these Terms and Conditions

- 10.1 University reserves the right to make any changes to these Terms and Conditions in its sole and absolute discretion at any time.

## CONTACT

All scholarship related enquiries must be raised during the International Scholarship Team regular Q&As Zoom session held on every Monday in the first instance.

**Topic: Scholarship + Sponsored students FAQs and Q&As session**

Time: 1pm to 1:30pm (Sydney time)

Days: Every Monday

Join Zoom Meeting

<https://uws.zoom.us/j/88264048567?pwd=QVc3NTFMc0hZlphTWpocCtwY2JEZz09>

Meeting ID: 882 6404 8567

Password: 869960

Only special consideration request with supporting documents can be emailed the International Scholarship Team

**Email:** [InternationalScholarships@westernsydney.edu.au](mailto:InternationalScholarships@westernsydney.edu.au).

**Schedule 1: examples of how Scholarships payments will be paid or adjusted from the Summer Term 3, 2023 (November 2023 Intake).**

**1. Required Attempted Credit Points for Scholarship Payment**

- a. **The first Scholarship payment** will be made to the Scholarship Recipient’s Program Tuition Fee account after the Scholarship Recipient has enrolled in 40 Credit Points. For example:
- Full Time Load: If the Scholarship Recipient enrolls in and completes 40 Credit Points in the first Study Period, the first Scholarship payment will be made to the Scholarship Recipient’s Program Tuition Fee account after Census Date of the first Study Period and the value of the Scholarship payment will be offset against the Program Tuition Fee of the second Study Period.
  - Approved Reduced Study Load: If the Scholarship Recipient enrolls in and completes 20 Credit Points in the first Study Period, and 30 Credit Points in the second Study Period, being a total of 50 Credit Points, the Scholarship payment will not be made until the after the Census Date of the second Study Period and the value of the Scholarship payment will be offset against the Program Tuition Fee of the third Study Period.
- b. **The second Scholarship payment** will be made to the Scholarship Recipient’s Program Tuition Fee account after the Scholarship Recipient has fully attempted 80 Credit Points. For example:
- Full Time Load: If the Scholarship Recipient enrolls in and completes 40 Credit Points in the first Study Period and 40 Credit Points in the second Study Period, the second Scholarship payment will be made to the Scholarship Recipient’s Program Tuition Fee account after Census Date of the third Study Period and the value of the Scholarship payment will be offset against the Program Tuition Fee for the fourth Study Period.
  - Approved Reduced Study Load: If the Scholarship Recipient enrolls in and completes 30 Credit Points in the first Study Period, 20 Credit Points in the second Study Period and 30 Credit Points in the third Study Period (being a total of 80 Credit Points), the second Scholarship payment will be made to the Scholarship Recipient’s Program Tuition Fee account after the Census Date of the fourth semester and the value of the Scholarship payment will offset against the Program Tuition Fee for the fifth Study Period.
- c. In the event that Scholarship Recipients have been granted approval for a Reduced Study Load or any other adjustments or extensions to their Program or payment of their Scholarship, the University will review, adjust and reconcile all Scholarship payments In the Scholarship Recipients final Study Period.
- d. From the Summer Term 3, 2023 (November 2023 Intake) Study Period, Commencing Scholarship Recipients will be paid their Scholarship payments by way of credit to their Scholarship Recipient’s Program Tuition Fee account with the University and this will be offset against the Program Tuition Fees for the subsequent Study Period.

**Table A (Full Time Study Load)** illustrates the Study Period in which Scholarship Recipients who are enrolled in a Full Time Study Load (40 Credit Points per Study Period) may expect to pay less Program Tuition Fees (PTF).

**Table A does not apply** where a Scholarship Recipient is enrolled in a Reduced Study Load. Scholarship payments will be postponed if the Scholarship Recipient enrolls in a Reduced Study Load.

INTAKE	1ST SCHOLARSHIP PAYMENT	STUDY PERIOD WITH REDUCED PTF PAYABLE	2ND SCHOLARSHIP PAYMENT	STUDY PERIOD WITH REDUCED PTF PAYABLE
Autumn (Feb) intake	By 15 June of first year	Spring Term	By 15 June of second year	Spring Term
Spring (Jul) intake	By 15 December of first year	Autumn Term	By 15 December of second year	Autumn Term
Quarter 1 intake	By 15 May of first year	Quarter 3 Term	By 15 May of second year	Quarter 3 Term
Quarter 2 intake	By 15 August of first year	Quarter 4 Term	By 15 August of second year	Quarter 4 Term
Quarter 3 intake	By 15 November of first year	Quarter 1 Term	By 15 November of second year	Quarter 1 Term
Quarter 4 intake	By 15 March of first year	Quarter 2 Term	By 15 March of second year	Quarter 2 Term

**2. Other examples**

- a. **Advanced Standing**  
Where the Scholarship Recipient has received Advanced Standing, the total Scholarship contribution will be prorated based on the total minimum Credit Points required for Program completion. For example:
- i. A Scholarship Recipient who has been awarded a \$6000 multiyear Scholarship, meaning that the final Scholarship payment will be \$3750 (50 Credit Points). For example, for a Scholarship Recipient who has been awarded a \$6000 multi-year Scholarship, studies a Full Time Study Load and has also been granted 30 Credit Points of Advanced Standing

for a Program that requires 160 Credit Points, the total Scholarship amount will be re-calculated based on 130 credit points (160 Credit Points less 30 Credit Points awarded for Advanced Standing). In this case, the Scholarship Recipient will receive \$6000 for the first Scholarship payment (80 credit points); but final Scholarship payment will be \$3750 (50 Credit Points).

**b. Student withdrawals from program**

Where a Scholarship Recipient decides to withdraw from his/her study in Spring 2024 Study Period, or is no longer paying international Program Tuition Fees and the value of the scholarship has been allocated to the Scholarship Recipient's fee account and has been used to pay for the Spring 2024 Study Period's tuition fee, the scholarship will be returned to the University and the value of the Scholarship value will not be refundable to the Scholarship Recipient.

**c. Students studying at the WSU-SCC or other offshore campus**

The scholarship is not available for any Program or Unit offered at Western Sydney University's Sydney City (WSU-SCC) and other offshore campuses. The total Scholarship contribution will be pro-rated should the recipient enrolls any unit offered by the Sydney City or offshore campuses. For example:

- i. A Scholarship Recipient who has been awarded \$6000 multi-year scholarship and completed 80 credit points in the first year of study, but 20 credit points were the units offered by the Sydney City Campus, the scholarship value for the second payment will be \$4500 (rather than \$6000).
- ii. A Scholarship Recipient who has been awarded \$6000 multi-year scholarship and completed 160 credit points in the two years of study, but 20 credit points in the sixth Study Period were the units offered by the Sydney City Campus. As the second scholarship payment was made after census of the third Study Period, the University reserves the rights to reverse the scholarship value of \$1500 from the recipient's fee account and the recipient is responsible for any outstanding fee debt.