



# Etheridge Shire Council

## Scholarship Agreement





# ETHERIDGE SHIRE COUNCIL SCHOLARSHIP AGREEMENT



**THIS AGREEMENT** is made on the \_\_\_\_ day of January, 2020.

**BETWEEN**       **ETHERIDGE SHIRE COUNCIL (ABN 57 665 238 857)** of St George Street, Georgetown  
in the State of Queensland ("**the Council**")

**AND**               \_\_\_\_\_ of \_\_\_\_\_ ("**the scholarship holder**")

## **INTRODUCTION**

Council will provide a \$5,000 Scholarship for the 1<sup>st</sup> year of the successful applicant's full-time studies towards a Bachelor degree and or Diploma Level in Planning & Environmental Health, Civil Engineering, Nursing, Early Childcare or Accounting (or another approved course).

Council is targeting these particular courses as employees in these fields are in short supply throughout Local Government in Queensland, and it is hoped that Council's Scholarship will assist in retaining qualified professionals in these fields, particularly in regional areas.

To be eligible for a Scholarship, the student needs to maintain their residency in the Etheridge Shire through their parents/guardian/family. The student therefore may be attending boarding school outside the Shire when they apply for a Scholarship.

**NOW IT IS AGREED** as follows:

### 1.       **INTRODUCTION**

The parties agree that the matters referred to in the Introduction are true and correct and form part of this Agreement.

### 2.       **INTERPRETATION & DEFINITIONS**

#### 2.1       **Definitions**

In these terms and conditions unless the contrary intention appears or the context otherwise requires or admits the following expressions shall have the following meanings:

"**this Scholarship Agreement**" means to establish a system of awarding an annual tertiary scholarship bursary plus the terms, representations or understandings set out herein and applicable during the whole of the Scholarship Term.;

"**Commencement Date**" means the commencement date specified in Item C of the Schedule;

"**Council**" shall mean Etheridge Shire Council

"**Principal**" shall mean Etheridge Shire Council

"**Schedule**" means the Schedule attached to this Agreement;

"**Scholarship Holder**" means (name of scholarship holder) of address;

## AGREEMENT FOR SERVICES

### 3.1 Agreement

The Council agrees to enter into a financial arrangement via a "Scholarship Agreement" up to \$5,000 for the 1<sup>st</sup> year of the Scholarship Holder's Degree or Diploma. The funds of the Scholarship can be used in any way that the Scholarship Holder deems fit to help them in completing their studies subject to the terms and conditions as set out below in Clause 3.3

### 3.2 Term

- (a) This Scholarship Agreement shall commence on 1 January 2019 and shall continue for a period of one (1) year from that date or until this Scholarship Agreement is otherwise terminated by either party in accordance with this Agreement until 31 December 2019.

### 3.3 Terms and Conditions

1. The funds of the Scholarship can be used in any way that the student deems fit to help them in completing their studies.
2. The Scholarship Agreement does not cover any units that are **not** required for the student's completion of the Bachelor course and or Diploma course, apart from the requisite number of elective units.
3. The student will not be bonded to work for Council at the successful completion of the course.
4. The student must advise Council immediately if they wish to change the status of their study (e.g. changing from full-time to part-time study). Council is not obligated to provide Scholarship funds if the status of the student's study changes.
5. The student must advise Council immediately if they wish to change the studies/units/major undertaken in their course (e.g. from Civil Engineering to Electrical Engineering). Council is not obligated to provide Scholarship funds if the student changes their major, or if the student undertakes more units than is necessary to obtain the stipulated Bachelor degree and or Diploma .
6. The student will need to maintain their residency in the Shire through their parents/guardian/family. The student must advise Council immediately if there are changes to their residency status.
7. Either the student or Council may give written notice at any time to cancel the Scholarship Agreement. A minimum of four (4) weeks' written notice is required. Council is not obligated to provide payment for any units being undertaken at the date of termination of the Agreement, and which are later satisfactorily completed.
8. By signing a Scholarship Agreement, the student will agree for Council to obtain and publish general information about the student and their Scholarship. The information will generally be regarding the allocation of the Scholarship, the progress of the student's studies including the attainment of awards, and the work experience undertaken by the student with Council. The information may be displayed in internal and external publications, such as newsletters and media articles. The student's end-of-semester results will not be published.

## TERMS OF PAYMENT

### 4.1 Payment

The total **scholarship amount (\$5,000)** will be divided over the two (2) university and or TAFE semesters of the year. Accordingly, the student will be entitled to \$2,500 at the end of each semester of full-time study for the 1<sup>st</sup> year of their course, provided that each unit of the semester is successfully completed.

In the event that the student does not successfully complete (i.e. pass) all units each semester, a pro-rata amount only will be paid. For instance, if the student passes three (3) of four (4) units then 75% of the \$2,500 for the semester will be paid by Council.

In the event that, in a later semester, the student passes a unit that they previously failed; or the student passes a unit that they took as an alternative to a unit that they previously failed; then the student will be paid for that unit, as long as the total Scholarship amount of \$5,000 is not exceeded.

If the student does not undertake four (4) units of study in a single semester, then they will be entitled to a pro-rata amount only. For instance, if the student undertakes three (3) units in a semester, then 75% of the \$2,500 for the semester will be paid by Council.

In order to claim payment, the student will need to submit a copy of their semester results to the Human Resources section of Council. These results **must** come directly from the University and or TAFE College (e.g. a formal transcript of the results; an email to Council sent directly from the University or TAFE College email account). Email results forwarded by the employee are not acceptable.

## **TERMINATION**

### **5.1 Termination by Notice**

Either the Scholarship Holder or Council may give written notice at any time to cancel the Scholarship Agreement. A minimum of four (4) weeks' written notice is required. Council is not obligated to provide payment for any units being undertaken at the date of termination of the Agreement, and which are later satisfactorily completed.

## **NOTICES**

### **6.1**

Any notice required to be given by one party to the other party under this Agreement shall be deemed to be duly given if sent by ordinary prepaid post to the other party at the address referred to in this Agreement or the other address (if any) notified by the other party to be the address for service of notices and service shall be deemed to have been effected upon the expiration of the second business day after posting.

**EXECUTED as an Agreement**

**BY ETHERIDGE SHIRE COUNCIL**

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\_\_\_\_\_  
Chief Executive Officer

This            day of  
2020 in the presence of:

**SIGNED SEALED and by execution**  
**here of DELIVERED** by the said

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\_\_\_\_\_  
\_\_\_\_\_

of  
This            day of            2020  
in the presence of:

**SCHEDULE "A"**

<b>Item A</b>	Scholarship Holder Name <b>("Scholarship Holder")</b>  Scholarship Holder Address	
<b>Item B</b>	Commencement Date <b>("Commencement Date")</b>	1 January 2020
<b>Item C</b>	Term of Scholarship Agreement <b>("Term of Scholarship Agreement")</b>	One (1) year expiring on 31 December 2020
<b>Item D</b>	Payment	The total <b>annual scholarship amount (\$5,000)</b> will be divided over the two (2) university and or TAFE semesters of the year. Accordingly, the student will be entitled to \$2,500 at the end of each semester of full-time study for the 1 <sup>st</sup> year of their course, provided that each unit of the semester is successfully completed. (Refer to Clause 4.1)
<b>Item F</b>	Conditions of the Scholarship	Refer to Clause 3.3, 3.3.1