

Step Up Scholarship Terms and Conditions

A Terms of the Step Up Scholarship

This Agreement is divided into three parts. This Part A deals with eligibility for Scholarships, payment, continuing eligibility requirements and the bonding obligations. Part B contains terms that only apply in the event of a breach of the bonding obligations when a Scholarship will become repayable and be recoverable under the Student Loan Scheme Act 1992. Part C contains general terms.

Basic Eligibility Criteria

1. StudyLink will decide on the award of a Scholarship in StudyLink's sole discretion and StudyLink's decision is not subject to any review process. The completion by an applicant of the Scholarship application form and signing of this Agreement does not create an obligation on StudyLink to award a Scholarship. A binding contract will only be created with StudyLink if the applicant receives a Scholarship Approval Advice confirming that he/she is to be awarded a Scholarship.
2. The Scholarship may be awarded only for an Approved Course.
3. The Scholarship is not intended to be paid for an intermediate year, except in the case of programme code VI0006 called Engineering Intermediate, in which case a transfer to an Approved Course will be granted and the Scholarship will be paid for both courses (subject to the other provisions in this Agreement).
4. The Scholarship will be awarded for the specified number of years it usually takes to complete the course and will only be paid for years where the Recipient's fees for the year are \$3,000 or more.
5. Transfer of a Scholarship from one course to another must be agreed to by StudyLink. Any such transfer must be to another Approved Course.
6. Any Scholarship transferred to another Approved Course will be paid only for the number of years of the original Approved Course and will not be extended for further years, except in the case of the courses specified in clause 6.1 where StudyLink may approve the payment of the Scholarship for such further period as StudyLink determines:
 - 6.1. Programme code AU0068 called Bachelor of Human Biology (BHB) transferring to AU0386 called Bachelor of Medicine and Bachelor of Surgery (MBCHB)
Programme code VI0006 called Engineering Intermediate transferring to the following Approved Courses VI0003 called Bachelor of Science, or VI00J4 called Bachelor of Information Technology.
7. The award of the Scholarship is subject to the applicant:
 - 7.1. being accepted into the specified Approved Course of study; *and*
 - 7.2. for Animal and Human Health Approved Courses starting that course of study while the applicant is under the age of 25 years, or for Science and Technology Approved Courses; commencing that course in the first semester of the first or second calendar year after completing secondary school ; *and*
 - 7.3. being entitled to be paid (in the first week of the first year of their course) a Student Allowance (in accordance with the Student Allowances Regulations 1998); *and*
 - 7.4. commencing their course at the start of the first semester (usually between January – March each year);
8. For Human and Animal Health Approved Courses, the maximum value of the Scholarship in any one year is the difference between \$1,000.00 and the compulsory course fees payable for the course for that year, and excludes the cost of any papers added to the course during the year, except in the case of the course specified in clause 8.1

8.1. Programme code MY0108 called Bachelor of Veterinary Science (BVSc)

9. For Science and Technology Approved Courses, the maximum values of the Scholarship in any one year is the difference between \$2,000.00 and the compulsory course fees payment for the course for that year, and excludes the cost of any papers added to the course during the year.

10. The Scholarship will not be paid for the post graduate component of the following courses specified in clause 10.1

10.1.

Programme Code	Programme Name
CN0202	Bachelor of Science with Honours
CN0602	Bachelor of Engineering with Honours
LI0035	Bachelor of Agricultural Science (Honours)
LI0092	Bachelor of Science (Honours)
OO0036	Bachelor of Medical Science with Honours
OO0161	Bachelor of Consumer and Applied Sciences with Honours
OO0290	Bachelor of Surveying with Honours
OO0306	Bachelor of Arts/Bachelor of Science (Honours)
OO0310	Bachelor of Science/Bachelor of Arts (Honours)
OO0336	Bachelor of Commerce/Bachelor of Science with Honours
OO0337	Bachelor of Science/Bachelor of Commerce with Honours
OO0353	Bachelor of Science/Bachelor of Laws (Honours)
OO0354	Bachelor of Science/Bachelor of Phys Ed (Honours)
OO0424	Bachelor of Biomedical Sciences with Honours
WI0144	Bachelor of Engineering with Honours

11. A Recipient is not eligible to be awarded more than one Scholarship

12. A Recipient is not able to hold a Scholarship concurrently with a government funded TeachNZ Secondary Subject Scholarship.

Payment

13. The Scholarship will be paid each year for which it is awarded:

- 13.1. directly to the Education Provider, and cannot be collected personally by the Recipient; *and*
- 13.2. for compulsory fees only.

14. Payment of the Scholarship each year is subject to the Recipient undertaking the specified Approved Course as a Full-Time (or Limited Full-Time) Student.

15. Any compulsory fees for the Approved Course paid out by StudyLink and subsequently refunded by the Education Provider will be paid to StudyLink who will determine the *pro rata* basis (if any) for any refund to the Scholarship Scheme and the Scholarship Recipient's Student Loan (if used to pay compulsory fees for the Course).

Continuation of the Scholarship

Transfer

16. Transfer must be from one Approved Course to another for the Scholarship to continue. If a Recipient transfers to a course that is not an Approved Course, no further payments of the Scholarship will be made in regard to the Recipient. In these circumstances, the Recipient will not be required to repay the Scholarship.

17. The Scholarship may be withdrawn (in StudyLink's sole discretion) if the Recipient fails to:
advise StudyLink of any change in his/her course of study; *and*
obtain StudyLink's approval for any change in his/her course of study.

18. If the Scholarship is withdrawn in accordance with clause 17, no further payments of the Scholarship will be made in regard to the Recipient. In these circumstances, the Recipient will not be required to repay the Scholarship.
19. If the Recipient transfers to another stream of course, for example from an Animal or Human Health course to a Science and Technology course or visa versa, the Recipient's minimum compulsory fees contribution (as set out in clauses 8 and 9) of the new course will apply from the next full Scholarship payment year. In addition, the Recipient must also meet the criteria set out in clause 7.2 in relation to the new stream as if they had commenced study in that stream.

Academic Performance

20. Continuation of the payment of the Scholarship is subject to the Recipient passing more than half of a Full-Time Course forming part (or all) of the course for which the Scholarship was paid.
21. In any year, if the Recipient fails to pass more than half of a Full-Time Course that forms part or all of the course for which the Scholarship was paid, they will have no further entitlement to the Scholarship unless the failure was for reasons beyond his/her control.

Withdrawal

22. In any year, if the Recipient withdraws and does not recommence study he/she will have no further entitlement to the Scholarship.
23. In any year, if the Recipient withdraws for reasons within their control he/she must reinstate in accordance with clauses 31 and 32 or he/she will have no further entitlement to the Scholarship.
24. If the Recipient withdrew for reasons beyond his/her control, the Recipient must resume his/her course in accordance with the parameters set out in clauses 26, 27 and 28; otherwise he/she will have no further entitlement to the Scholarship.
25. In the case of withdrawal, the Scholarship (on resumption/reinstatement) will be paid for no more than the number of years for which it was originally awarded, and will not be extended for further years.

Postponement

26. The Recipient may postpone their course for up to one full academic year for any reason and may (subject to the other provisions of this Agreement) be able to continue the Scholarship when they restart their course.
27. In the case of resumption after postponement, the Recipient must resume study the start of the first semester to be paid the Scholarship in the year of resumption.
28. If the Recipient postpones their course for reasons beyond their control, he/she will not be required to re-establish entitlement to be paid a Student Allowance (in accordance with the Student Allowance Regulations 1998) at the commencement of the course in the year that resumption takes place.
29. If the Recipient postpones their course for reasons within their control, the Recipient will need to re-establish entitlement to be paid a Student Allowance (in accordance with the Student Allowance Regulations 1998) at the commencement of the course in the year that resumption takes place.
30. In the case of postponement, (on resumption) the Scholarship will be paid only for the number of years for which it was originally awarded and will not be extended for further years.

Reinstatement

31. If access to the Scholarship is stopped under Clause 21 or 23 the Recipient may reinstate their entitlement to the Scholarship if, in the following year, they complete and pass more than half of a full-time course that forms part or all of the course for which the Scholarship was paid. Reinstatement does

not take place until the year after this has occurred. In the year of Reinstatement, the Recipient must commence study at the start of first semester in that year in order for the Scholarship to be paid.

32. In the case of reinstatement, the Recipient will need to establish entitlement to be paid a Student Allowance (in accordance with the Student Allowance Regulation 1998) at the commencement of the course in the year that reinstatement takes place and is approved from.

Reasons beyond Recipient's control

33. If clauses 21, 22 and 26 apply and the Recipient believes that the failure to pass over half, the circumstances of postponement or withdrawal (and subsequent recommencement) were for reasons beyond the Recipient's control (for example, but without limitation, sickness and accident) the Recipient may apply to StudyLink for an assessment as to whether reasons beyond the Recipient's control existed and StudyLink will assess and determine the matter in its sole discretion.

Non-Completion

34. If the Recipient ceases study without completing the qualification for which the Scholarship was paid, they will not be required to repay the Scholarship and they will not be subject to the bonding obligations.

Bonded Period

35. The Recipient is bonded to remain in New Zealand, for the minimum period required as set out below, commencing from the date the Recipient gains the Qualification(s) for which the Scholarship was last paid:

Receipt of a Scholarship for 2 years of study	Recipient must remain in New Zealand for the equivalent of a 2 year period (not required to be consecutive) out of the 3 years following the Bonded Period Start Date
Receipt of a Scholarship for 3 years of study	Recipient must remain in New Zealand for the equivalent of a 3 year period (not required to be consecutive) out of the 4 years following the Bonded Period Start Date
Receipt of a Scholarship for 4 or more years of study	Recipient must remain in New Zealand for the equivalent of a 4 year period (not required to be consecutive) out of the 5 years following the Bonded Period Start Date

An additional 4 week absence from New Zealand in each of the 4 years is permitted.

Notification Obligations

36. During the Scholarship Period, the Recipient must advise StudyLink if in any year if he/she:
- 36.1. withdraws from all or part of their course of study;
 - 36.2. fails to pass more than half of a full-time course that forms part or all of the course for which the Scholarship was paid;
 - 36.3. postpones his/her course of study;
 - 36.4. restarts his/her course of study (following a withdrawal or postponement);
 - 36.5. Receives a TeachNZ Secondary Subject Scholarship;
 - 36.6. changes his/her circumstances in a way that might affect eligibility for and/or entitlement to the Scholarship.
37. During the entire Bonded Period, the Recipient must advise StudyLink:
- 37.1. if they leave New Zealand for any period (including for any period allowable under the Scholarship agreement);

37.2. of any changes in their circumstances that affect their bonding obligations.

38. The Recipient must complete and return any declaration sent to them by StudyLink, regarding the Scholarship or the bond (including the Residency Statements) within 30 days.
39. During the Scholarship Period **and** the subsequent Bonded Period, the Recipient must immediately advise StudyLink of any change of address.

B Provisions that apply on Breach of Bond (Bond Default)

The following provisions will apply upon breach of bond or deemed default when a proportion of the Scholarship becomes repayable. The proportion of the Scholarship that is repayment will be recovered under the Student Loan Scheme Act 1992 in accordance with this Agreement.

40. The Recipient of a Scholarship agrees to pay back a proportion of the Scholarship if, having gained his/her Qualification:
- 40.1. they fail to meet the bonding requirements set out in Clause 35 (default); *or*
- 40.2. they fail to complete and return to StudyLink any Residency Statement requested by StudyLink within 30 calendar days of the request being issued by StudyLink (Deemed Default).
41. In the case of Bond Default or Deemed Default, the proportion the Scholarship to be paid back (the Bond Default Amount) is calculated as follows:

Bond Default Date	Receipt of 3 years of Scholarship or less	More than 3 years of Scholarship
Within 1 year of course completion	80% of the Scholarship paid	80% of the Scholarship paid
Within 2 years of course completion	60% of the Scholarship paid	70% of the Scholarship paid
Within 3 years of course completion	40% of the Scholarship paid	60% of the Scholarship paid
Within 4 years of course completion		40% of the Scholarship paid

42. The Recipient will be notified of the Bond Default and the amount of Scholarship to be recovered (Bond Default Amount) and be given a reasonable time (such period to be determined by StudyLink) to dispute this.
43. The Bond Default Amount will be recovered by the Commissioner of Inland Revenue under and in accordance with the Student Loan Scheme and the Student Loan Scheme Act 1992 as if the amount were a student loan and the provisions of that Act shall, where necessary, supplement this Agreement.

Bond Default/Deemed Default Dispute Process

44. The Recipient will be notified of the Bond Default (including Deemed Default) and given time to dispute this in accordance with the process set out in clause 45.
45. The award of a Scholarship is not a decision that may be reviewed. However, StudyLink will apply the following administrative process for resolution of any Bond Default disputes:
- (a) A Bond Default Advice Letter will be sent to the Recipient notifying of the Bond Default and the Bond Default Amount and giving further details of the dispute process.
- (b) The Recipient will have 14 days to lodge a dispute as to the Bond Default. If he/she does not, a final Bond Default Letter will be sent and the Recipient will have a further 28 days to lodge a dispute. If he/she does not, a reminder letter will be sent to the Recipient. This letter may be sent to the alternative address supplied by the Recipient with his/her Agreement. The Recipient will have a further 14 days to lodge a dispute.
- (c) If a dispute is lodged, StudyLink will undertake an administrative review (conducted on the papers) of its decision. StudyLink will advise the Recipient in writing regarding the outcome of the review process, including giving reasons, and the outcome will be final and binding on the Recipient, except that this is without prejudice to the Recipient's other rights in respect of the Bond Default.
- (d) The Bond Default Amount will be deemed to be established at the expiry of the periods referred to in subclause (b) (if no response is received) or if a dispute is lodged, upon completion of the review.

- (e) If the outcome of the review is that the decision is upheld the Bond Default Amount will be transferred to the Commissioner of Inland Revenue on the 28 February following the advice of the outcome of the review.

Interest

46. Interest on the Bond Default Amount will accrue on a daily basis (at the Total Interest Rate being the rate that applies to student loans at the time in accordance with the Student Loan Scheme Act 1992 and its Regulations) from the Bond Default Date. The Total Interest Rate is comprised of two rates, the Base Interest Rate and the Interest Adjustment Rate.
47. The Total Interest Rate that will apply to the Bond Default Amount at the time of Bond Default will be the applicable Total Interest Rate at the time. The Recipient acknowledges that the Base Interest Rate and the Interest Adjustment Rate (and, as a result, the Total Interest Rate), are currently specified in the Student Loan Scheme (Interest Rates) Regulations, and may be varied from time to time. Notification of variation of interest rate will be in accordance with clause 72.
48. The current Base Interest Rate is 4.2% per annum, and is set in accordance with the Student Loan Scheme Act 1992 and its Regulations. This rate may vary from time to time.
49. The current Adjustment Interest Rate is 2.8% per annum, and is set in accordance with the Student Loan Scheme Act 1992 and its Regulations. This rate may vary from time to time.
50. The current Total Interest Rate is 7% per annum, and is set in accordance with the Student Loan Scheme Act 1992 and its Regulations. This rate may vary from time to time.
51. Interest accrues on a daily basis from the Bond Default Date and is Compounded on the 31 March following the establishment of the Bond Default Amount or Non-Completion Amount and then on 31 March in each subsequent year.
52. Any interest that accrues may be written off by the Commissioner of Inland Revenue subject to eligibility and pursuant to the Student Loan Scheme Act 1992 and its Regulations (which may vary from time to time).

Transfer of Bond Default Amount to Commissioner of Inland Revenue

53. Following Bond Default and the establishment of the Bond Default Amount, StudyLink will forward a statement to the Recipient showing the Bond Default Amount together with interest that has accrued as at that date, the projected interest to the following 28 February and the objection rights of the Recipient under the Student Loan Scheme Act 1992.
54. As at 28 February following the establishment of the Bond Default Amount and the expiration of period for lodging a dispute under clause 45, the administration of the Bond Default Amount (plus any interest accrued) including relevant information held by StudyLink will be transferred to the Commissioner of Inland Revenue, unless:
- (a) there is a prohibition on transfer under section 12 of the Student Loan Scheme Act 1992, because there is an outstanding objection; or
 - (b) the Recipient has committed any fraud or false pretence in relation to the provision of information to StudyLink, in which case the fraudulent portion of the Scholarship shall become repayable in full immediately upon demand; or
 - (c) the Recipient has made a repayment to StudyLink during January or February in that year, in which case the transfer will occur on 31 March of that year.
55. If the Recipient has an existing student loan with the Commissioner of Inland Revenue, upon transfer, the Bond Default Amount will be added to his/her student loan.

Repayments

56. Following transfer of the Bond Default Amount to the Commissioner of Inland Revenue, and/or once the Recipient is earning over the repayment threshold the Recipient will be required to make compulsory repayments of the Bond Default Amount and interest accrued out of any income earned based on the Recipient's income that is over the repayment threshold multiplied by the repayment percentage, with the

amount and timing depending on the Recipient's personal earning circumstances in accordance with the Student Loan Scheme.

57. The Recipient acknowledges that the repayment threshold is as specified in the Student Loan Scheme (Repayment Threshold) Regulations, and may be varied from time to time in accordance with section 87 of the Student Loan Scheme Act 1992. The Recipient further acknowledges that notification of such variation may be made in accordance with Clause 72.
58. If the Recipient does not pay on the due date any amount required to be paid under the Student Loan Scheme Act 1992 or under this Agreement, the Recipient will incur a default penalty of 2% of the amount unpaid immediately, and 2% monthly thereafter until the amount and the default is paid in full.
59. Where a Recipient is required to make compulsory interim repayments under the Student Loan Scheme Act 1992 and the Recipient's interim repayments are underestimated as at the final installment date, the Recipient may be liable in accordance with the terms of section 44A of that Act for an underestimation penalty of 10% of the amount underestimated.
60. The Bond Default Amount together with interest shall become repayable upon demand if the Recipient: becomes a bankrupt or enters into a composition with creditors, or where the Recipient has committed any fraud or false pretence in the obtaining of a Scholarship, or fails to comply with the Recipient's obligations for provision of information under this Agreement, or fails to pay any amount payable under this Agreement, including Bond Default Amounts and interest accrued due.
61. If the Recipient dies, the Bond Default Amount, including all interest will cease to be repayable.
62. The Recipient can at any time make voluntary repayments of all or part of the Bond Default Amount together with interest to StudyLink (so long as the repayments are over the Minimum Repayment Amount) or after transfer of the administration of the Bond Default Amount to the Commissioner of Inland Revenue, to the Commissioner of Inland Revenue.

Dispute rights

63. The Recipient will have the rights set out in the Student Loan Scheme Act 1992 and any other remedies available at law.
64. After the administration has transferred to the Commissioner of Inland Revenue the Recipient has the right to challenge his/her repayment obligation or any interest, penalty or penal repayment obligation charged on the grounds set out in Part 5 of the Student Loan Scheme Act 1992.

Offences

65. If the Scholarship is recovered under the Student Loan Scheme Act 1992, the Recipient will commit an offence under that Act if the Recipient:
 - (a) wilfully or negligently fails to notify his/her employer that he/she is required to have repayment deductions made from his/her salary or wages in accordance with this Agreement and the Act; or
 - (b) wilfully or negligently gives any false information in relation to any matter or thing affecting a repayment deduction or the Recipient's repayment obligation under this Agreement and the Act; or
 - (c) wilfully or negligently misleads or attempts to mislead the Commissioner of Inland Revenue or any other officer, or any employer or other person, in relation to any matter or thing affecting a repayment deduction or the Recipient's repayment obligation; or
 - (d) wilfully or negligently makes any false return; or
 - (e) refuses or fails to furnish any return or information as and when required by the Act or the Commissioner of Inland Revenue; or
 - (f) obstructs any officer of the Commissioner of Inland Revenue acting in the discharge of that officer's duties or in the exercise of that officer's powers under the Act.

66. If the Recipient evades, or attempts to evade, or does any act with intent to evade, the assessment or payment of any sum which may be chargeable as a repayment obligation, the Recipient commits an offence under section 85 of the Student Loan Scheme Act 1992 and is liable for a penalty not exceeding an amount equal to treble the amount of the deficient repayment obligation.
67. Any prosecution commenced in accordance with clauses 65 and 66 may be taken in addition to any other remedy available under this Agreement.

Disclosure

A. Cancellation Rights

On the occurrence of a Bond Default a debt will be created and this Agreement will become a consumer credit contract under the Credit Contracts and Consumer Finance Act 2003.

Section 27 of the Credit Contracts and Consumer Finance Act 2003 gives the Recipient the right to cancel this Agreement by giving written notice of cancellation to StudyLink in accordance with clause 70 within 7 Working Days after the date of the initial Scholarship Approval Advice.

If the Recipient's Education Provider has already had Compulsory Fees paid to it in accordance with this Agreement, then those fees must be repaid by the Recipient to StudyLink not later than the end of the 7th Working Day after the date of the Scholarship Approval Advice.

B. Initial Disclosure

(This disclosure is made pursuant to section 17 of the Credit Contracts and Consumer Finance Act 2003)

Note: The obligation to repay and interest accrual only apply upon Bond Default when the Bond Default Amount is recovered under the Student Loan Scheme Act 1992 in accordance with this Agreement.

Current Total Annual Interest Rate:	7.0% per annum	Note: (a) The Total Annual Interest Rate is made up of two parts, being the Base Interest Rate (representing the costs to the Crown of the Student Loan Scheme) and the Interest Adjustment Rate (based on the movement in the Consumer Price Index (Cost of Living)). (b) Interest accrues on a daily basis and is Compounded on 31 March following the Bond Default Amount or Non-Completion Amount establishment and annually thereafter. (c) The Base Interest Rate, the Interest Adjustment Rate and the Total Annual Interest Rate are subject to adjustment as set out in clause 47.
Current Base Interest Rate:	4.2% per annum	See above.
Current Interest Adjustment Rate:	2.8% per annum	See above.
Interest Write-off:	<p>The Student Loan Scheme Act 1992 provides that any interest that accrues may be written off by the Commissioner of Inland Revenue, subject to eligibility.</p> <p>If the Recipient is studying while interest is accruing the Recipient may be eligible for a full interest write-off, provided certain criteria set out in the Student Loan Scheme Act 1992 are met.</p> <p>Once the Recipient is earning the Recipient may be eligible for a base interest write-off where the base interest exceeds 50% of his/her repayment obligation or an interest reduction where his/her income is below the repayment threshold.</p> <p>Application for an interest write-off can be made by the Recipient by supplying his/her IRD number to his/her Education Provider on the prescribed Course enrolment form, or directly to the Commissioner of Inland Revenue.</p>	

Default Penalty:	2% If the Recipient does not pay on the due date any amount required to be paid under the Student Loan Scheme Act 1992 or under this Agreement, the Recipient will incur a default penalty of 2% of the amount unpaid immediately, and 2% monthly thereafter until the amount and the default is paid in full. Refer also to clause 59 in relation to the underestimation penalty and clause 58 in relation to the penal repayment obligation.
Repayments:	Once the Recipient is earning over the repayment threshold the Recipient will be required to make compulsory repayments out of any income earned, with the amount and timing depending on the Recipient's personal earning circumstances in accordance with the provisions of the Student Loan Scheme Act 1992. Refer to clauses 56 and 57.
Continuing Disclosure Statements:	If applicable, before transfer of the Bond Default Amount to the Commission of Inland Revenue, StudyLink will send the Recipient regular statements (at least six monthly) showing the amount(s) outstanding. After transfer of the administration of the Bond Default Amount to the Commissioner of Inland Revenue, the Commissioner of Inland Revenue will send the Recipient regular statements (at least six monthly) showing the amount outstanding]
StudyLink's Address	The Ministry of Social Development StudyLink Centre Freepost 113907 Private Bag 11070 PALMERSTON NORTH 5320
Commissioner of Inland Revenue's Address: (After transfer of the administration of a Bond Default Amount/Non-Completion Amount in accordance with clause 44)	Commissioner of Inland Revenue 12 – 22 Hawkestone Street PO Box 2198 WELLINGTON

C General Provisions

Notices

68. Notices, requests or requirements to be given to the Recipient by StudyLink or the Commissioner of Inland Revenue (after the transfer of the administration of the Bond Default Amount in accordance with clause 54) under this Agreement may be given by StudyLink or the Commissioner of Inland Revenue, or by any employee agent or solicitor for any of them; and may be sent by ordinary mail, or personally delivered to the address of the Recipient as specified in this Agreement, or to any address subsequently advised by the Recipient, or to an address held by the Commissioner of Inland Revenue, or may be handed to the Recipient personally.
69. If StudyLink or the Commissioner of Inland Revenue has reason to believe that the Recipient's address is incorrect, or that the Recipient is no longer receiving mail or living at that address, StudyLink may send or deliver notices to any alternative address that is identified within the Ministry of Social Development's databases.
70. Notices may be given by the Recipient under this Agreement by the Recipient delivering the notice to any StudyLink office or by post to StudyLink at the address set out in the initial disclosure section in part B of this Agreement. After the transfer of the administration of a Bond Default Amount in accordance with clause 54, notices may be given by the Recipient by post to the Commissioner of Inland Revenue at the address set out in the initial disclosure section in part B of this Agreement.
71. Notices sent by ordinary mail shall be deemed to be given 3 days after posting.
72. StudyLink or the Commissioner of Inland Revenue may give notice of any variation of the Base Interest Rate, the Interest Adjustment Rate (and, as a result, the Total Interest Rate), the repayment threshold or the

repayment percentage as referred to in clause 56 (or any notice varying the Minimum Repayment Amount) by publication in accordance with the Student Loan Scheme Act 1992 or by notice in writing addressed to the Recipient in accordance with the Credit Contracts and Consumer Finance Act 2003.

Fraud

73. Any person who uses this Agreement to obtain a Scholarship in circumstances where the Recipient is not a student of an Education Provider, or commits fraud or uses false pretence to obtain this Scholarship may be liable for an offence under the Crimes Act 1961, and/or may have to repay all or part of the Scholarship. In addition to any criminal sanctions, the fraud or use of false pretences will be treated as a Bond Default, with the Bond Default Date being the date the Scholarship was obtained as a result of fraud or use of false pretences, the part required to be repaid will be the Bond Default Amount and the provisions of this Agreement shall apply accordingly (except that the Recipient shall not be subject to the bonding obligations).
74. Any prosecution commenced in accordance with clause 73 may be taken in addition to any other remedy available to StudyLink under this Agreement.

Governing Law

75. This Agreement shall be governed by the law of New Zealand. The Recipient and StudyLink irrevocably submit to the non-exclusive jurisdiction of the courts of New Zealand. Nothing in this Agreement shall limit the right of StudyLink to commence any legal action against the Recipient in any other jurisdiction, whether concurrently or otherwise.

Assignment

76. StudyLink's interest in this Agreement may be assigned by StudyLink to any Department of State, organisation or person. The Recipient may not assign his/her interest or obligations under this Agreement.

Privacy

77. The Recipient consents to:
- a. the disclosure and/or matching of all personal information supplied by them and relating to this Agreement (and the Recipient's Scholarship application form), that is held by all relevant public bodies, including, but not limited to the:
 - i. Ministry of Social Development;
 - ii. Inland Revenue Department;
 - iii. Ministry of Education;
 - iv. Tertiary Education Commission;
 - v. New Zealand Qualifications Authority;
 - vi. Education Provider;
 - vii. New Zealand Customs Service; and
 - viii. Department of Internal Affairs.

to any other of these organisations or to any person, only so far as shall be required to enable the implementation or enforcement of the provisions of this Agreement.
 - b. the matching of any such personal information with any other personal information of the Recipient (if any) held by the Ministry of Social Development for the purpose of ensuring compliance with the provisions of this Agreement.
78. The Recipient consents to StudyLink obtaining results of study from his/her Education Provider, or from the New Zealand Qualifications Authority to confirm his/her eligibility or continuing eligibility for the Scholarship.
79. The Recipient consents to StudyLink obtaining information regarding payment of Course costs and Compulsory Fees from his/her Education Provider.

Agreement

80. All the terms of this Agreement are contained in this Agreement and where applicable the Student Loan Scheme Act 1992, which shall supplement the provisions of this Agreement, and other terms implied by law. In

the event of any inconsistency between the provisions of the Student Loan Scheme Act 1992 and the terms of this Agreement, the provisions of the Student Loan Scheme Act 1992 shall prevail.

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Interpretation

“**Agreement**” means this agreement, including the signing page and the terms and conditions.

“**Administrator**” means StudyLink or any subsequent agency responsible for the administration of the Step Up Scholarships.

“**Approved Course**” means a course listed in Schedule 1.

“**Bond Default**” means the failure to meet the bonding requirements as set out in Clause 35 and includes any Deemed Default.

“**Bond Default Advice Letter**” means the letter of advice to the Recipient that he/she has committed a Bond Default and calculating the Bond Default Amount.

“**Bond Default Amount**” means the repayable proportion of the Scholarship calculated in accordance with Clause 41.

“**Bond Default Date**” means the earlier of;

- a) the date of “**Deemed Default**” or
- b) the date the Recipient left New Zealand and subsequently exceeded the permissible period of stay outside of New Zealand as set out in Clause 35.

“**Bonded Period**” means the minimum period for which the Recipient is bonded for as set out in Clause 35.

“**Bonded Period Start Date**” means the date Recipient gains the qualification(s) as a result of the course for which the Recipient was awarded the Scholarship (except in the case of Deemed Default)

“**Commissioner of Inland Revenue**” means the Commissioner of Inland Revenue as defined in the Tax Administration Act 1994.

“**Compounded**” means, in relation to an amount of interest that such amount shall be added to the existing amount owing and shall bear interest.

“**Compulsory Fees**” means the compulsory course fees charged by the Education Provider and paid by StudyLink direct to the Education Provider on behalf of the Recipient. It does not include course-related costs or levies.

“**Deemed Default**” means StudyLink not receiving the Recipient’s completed declaration or Residency Statement within 30 calendar days of any such declaration or Residency Statement being requested by StudyLink.

“**Date of Deemed Default**” means the expiry of the 30th calendar day following the date of the declaration or Residency Statement being requested by StudyLink.

“**Education Provider**” means a state university, polytechnic, wananga, college of education, the New Zealand School of Dance, the New Zealand School of Drama, Taratahi Agricultural Centre or a registered private training establishment providing tertiary education.

“**Full-Time Course**” means a course of at least 32 weeks and which has a equivalent full-time student value of at least 80%, as determined in accordance with the formula used for the purposes of the Education Act 1989 (0.8 EFTS) and includes a ‘Limited Full-Time’ course.

“**Intermediate Year**” means a course of study that needs to be completed before acceptance into the course that leads to the main qualification.

“**Limited Full-Time**” means less than a full-time course that StudyLink has approved in terms of the criteria set out in Regulation 12(2)(a) and (b) of the Student Allowance Regulations 1998 (except for the requirement for the student to be otherwise eligible for a Student Allowance).

“**Minimum Repayment Amount**” means the lesser of:

- a) \$100 or such other amount as the Recipient may be advised by StudyLink from time to time; or
- b) the balance of the bond default amount.

“Qualification” means the undergraduate degree gained as a result of the successful completion of the Approved Course for which the Scholarship was paid.

“Recipient” means the person to whom the Scholarship has been awarded.

“Residency Statement” means any statement or declaration StudyLink requires the Recipient to make in order to confirm the Recipient has complied with his/her bond obligations.

“Scholarship” means: a) the Step Up Scholarship, being the Crown’s scheme intended to increase participation in young people from low income backgrounds in higher cost qualifications in Approved Courses in the areas of human and animal health and science and technology; and b) any such Scholarship awarded under this Agreement.

“Scholarship Approval Advice” means the written advice to the Recipient that he/she has been awarded a Scholarship and setting out details of the amount he/she will be awarded as a result of the Scholarship.

“Scholarship Period” means any period the Recipient is in receipt of the Scholarship.

“Step Up Scholarship Agreement” means this Agreement and its schedules.

“Student Loan Scheme” means the Crown’s loan scheme for tertiary students and includes the scheme so established as amended from time to time.

“StudyLink” means Her Majesty the Queen in right of New Zealand acting by and through StudyLink, a service line of the Ministry of Social Development and references to StudyLink shall include any subsequent agency responsible for the administration of the Bonded Merit Scholarships.

“Working Day” means a day of the week other than:

- (a) a Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign’s Birthday, and Labour Day; and
- (b) a day in the period commencing with 25 December in a year and ending with 2 January in the following year; and
- (c) if 1 January falls on a Friday, the following Monday; and
- (d) if 1 January falls on a Saturday or a Sunday, the following Monday or Tuesday, respectively.

References to the “Student Loan Scheme Act” or “Student Loan Scheme Act 1992” or “Act” means the Student Loan Scheme Act 1992 and include regulations made under it, including the Student Loan Scheme (Interest Rates) Regulations and the Student Loan Scheme (Repayment Threshold) Regulations and include Acts and regulations amending, replacing or consolidating that Act or those regulations.

References to the Scholarship refer to the Step Up Scholarship, being the Crown’s scheme intended to facilitate access to tertiary education and the retention of skilled graduates in New Zealand by providing compulsory course costs assistance to eligible students enrolled in specified approved courses with tertiary education providers.

Schedule 1 – Approved Courses

Human and Animal Health Tertiary degree courses

Provider Code	Provider Name	Qualification Code	Title
7008	Auckland University of Technology	AK3680	Bachelor of Health Science
7008	Auckland University of Technology	AK3452	Bachelor of Health Science (Midwifery)
7008	Auckland University of Technology	AK3324	Bachelor of Health Science (Nursing)
7008	Auckland University of Technology	AK3410	Bachelor of Health Science (Occupational Therapy)
7008	Auckland University of Technology	AK3313	Bachelor of Health Science (Physiotherapy)
7008	Auckland University of Technology	AK3713	Bachelor of Health Science in Podiatry
7008	Auckland University of Technology	AK3432	Bachelor of Medical Laboratory Science
6006	Christchurch Polytechnic Institute of Technology	CH3757	Bachelor of Medical Imaging
6006	Christchurch Polytechnic Institute of Technology	CH3751	Bachelor of Midwifery
6006	Christchurch Polytechnic Institute of Technology	CH3730	Bachelor of Nursing
6007	Eastern Institute of Technology	HB3812	Bachelor of Nursing
6010	Manukau Institute of Technology	MN4241	Bachelor of Health Science (Nursing)
7003	Massey University	MY0113	Bachelor of Health Science
7003	Massey University	MY0109	Bachelor of Medical Laboratory Science
7003	Massey University	MY0111	Bachelor of Midwifery
7003	Massey University	MY0074	Bachelor of Nursing
7003	Massey University	MY0112	Bachelor of Nursing
7003	Massey University	MY0069	Bachelor of Speech and Language Therapy
7003	Massey University	MY0108	Bachelor of Veterinary Science
6011	Nelson Marlborough Institute of Technology	NE4468	Bachelor of Nursing
8396	New Zealand College of Chiropractic	PC3163	Bachelor of Chiropractic
6012	Northland Polytechnic	NT5002	Bachelor of Health Science (Nursing)
6012	Northland Polytechnic	NT5007	Bachelor of Nursing
6013	Otago Polytechnic	OT4688	Bachelor of Midwifery
6013	Otago Polytechnic	OT4728	Bachelor of Nursing
6013	Otago Polytechnic	OT4760	Bachelor of Occupational Therapy
6004	Unitec New Zealand	CA2054	Bachelor of Health Science (Medical Imaging)
6004	Unitec New Zealand	CA2166	Bachelor of Nursing
6004	Unitec New Zealand	CA2254	Bachelor of Applied Science (Human Biology)
6004	Unitec New Zealand	CA2308	Bachelor of Applied Animal Technology
6009	Universal College of Learning	MA4010	Bachelor of Nursing
6009	Universal College of Learning	MA4030	Bachelor of Applied Science (Medical Imaging Technology)
7001	University of Auckland	AU4102	Bachelor of Health Sciences
7001	University of Auckland	AU0386	Bachelor of Medicine and Bachelor of Surgery
7001	University of Auckland	AU0387	Bachelor of Nursing
7001	University of Auckland	AU0112	Bachelor of Optometry
7001	University of Auckland	AU0069	Bachelor of Pharmacy
7001	University of Auckland	AU0068	Bachelor of Human Biology
7007	University of Otago	OO0199	Bachelor of Medical Laboratory Science
7007	University of Otago	OO0033	Bachelor of Medicine and Bachelor of Surgery
7007	University of Otago	OO0038	Bachelor of Pharmacy
7007	University of Otago	OO0198	Bachelor of Physiotherapy
7007	University of Otago	OO0056	Bachelor of Dental Surgery
7007	University of Otago	OO0361	Bachelor of Dental Technology

7007	University of Otago	OO0401	Bachelor of Health Sciences (Endorsed)
7007	University of Otago	OO0036	Bachelor of Medical Science with Honours
6018	Waiariki Institute of Technology	WR2732	Bachelor of Nursing
6018	Waiariki Institute of Technology	WR2752	Bachelor of Nursing for Registered Nurses
6019	Waikato Institute of Technology	WK2343	Bachelor of Midwifery
6019	Waikato Institute of Technology	WK2342	Bachelor of Nursing
6008	Wellington Institute of Technology	CT3718	Bachelor of Alcohol and Drug Studies
6008	Wellington Institute of Technology	CT3709	Bachelor of Counselling
6017	Western Institute of Technology Taranaki	TK4987	Bachelor of Nursing
6014	Whitireia Community Polytechnic	PR4624	Bachelor of Nursing
6014	Whitireia Community Polytechnic	PR4851	Bachelor of Health Science (Paramedic)
6014	Whitireia Community Polytechnic	PR4817	Bachelor of Nursing (Pacific)
7005	University of Canterbury	CN0211	Bachelor of Speech and Language Therapy

Science and Technology Tertiary degree courses

provider code	provider name	qualification code	title
6003	Bay of Plenty Polytechnic	BP3313	Bachelor of Computing Systems
6004	Unitec New Zealand	CA2163	Bachelor of Architecture
6004	Unitec New Zealand	CA2190	Bachelor of Landscape Architecture
6004	Unitec New Zealand	CA2209	Bachelor of Computing Systems
6004	Unitec New Zealand	CA2227	Bachelor of Engineering (Environmental)
6004	Unitec New Zealand	CA2253	Bachelor of Construction
6004	Unitec New Zealand	CA2272	Bachelor of Engineering Technology (Civil)
6004	Unitec New Zealand	CA2320	Bachelor of Applied Technology
6006	Christchurch Polytechnic Inst of Tech	CH3806	Bachelor of Engineering Technology (Electrotechnology)
6006	Christchurch Polytechnic Inst of Tech	CH3866	Bachelor of Information & Communication Technologies
6007	Eastern Institute of Technology	HB3834	Bachelor of Computing Systems
6007	Eastern Institute of Technology	HB3835	Bachelor of Wine Science
6007	Eastern Institute of Technology	HB3851	Bachelor of Viticulture
6007	Eastern Institute of Technology	HB3886	Bachelor of Viticulture and Bachelor of Wine Science Concurrent Degree
6008	Wellington Institute of Technology	CT3691	Bachelor of Information Technology
6009	Universal College of Learning	MA4000	Bachelor of Applied Information Systems
6010	Manukau Institute of Technology	MN4308	Bachelor of Information Systems
6010	Manukau Institute of Technology	MN4316	Bachelor of Engineering (Electronics and Computer Engineering)
6010	Manukau Institute of Technology	MN4331	Bachelor of Engineering Technology
6011	Nelson Marlborough Inst of Technology	NE4507	Bachelor of Information Technology
6012	Northland Polytechnic	NT5004	Bachelor of Applied Information Systems
6013	Otago Polytechnic	OT4765	Bachelor of Information Technology
6014	Whitireia Community Polytechnic	PR4696	Bachelor of Information Technology
6016	Tairāwhiti Polytechnic	TA4860	University of Waikato Year 1 BSC. & BSC (Technology)
6017	Western Institute of Technology Taranaki	TK0305	Bachelor of Engineering Technology (Highways)
6017	Western Institute of Technology Taranaki	TK4988	Bachelor of Applied Information Systems
6018	Waiariki Institute of Technology	WR2794	Bachelor of Computing Systems
6019	Waikato Institute of Technology	WK2361	Bachelor of Information Technology.
6022	The Open Polytechnic of New Zealand	OP7005	Bachelor of Engineering Technology (Level 7)
6022	The Open Polytechnic of New Zealand	OP7010	Bachelor of Applied Science (Level 7)
7001	University of Auckland	AU0013	Conjoint: Bachelor of Arts/ Bachelor of Engineering

7001	University of Auckland	AU0022	Conjoint: Bachelor of Commerce/Bachelor of Engineering
7001	University of Auckland	AU0027	Conjoint: Bachelor of Engineering/Bachelor of Property
7001	University of Auckland	AU0028	Conjoint: Bachelor of Engineering /Bachelor of Science
7001	University of Auckland	AU0029	Conjoint: Bachelor of Music/Bachelor of Science
7001	University of Auckland	AU0031	Conjoint: Bachelor of Property/ Bachelor of Science
7001	University of Auckland	AU0034	Conjoint: Bachelor of Science/Bachelor of Theology
7001	University of Auckland	AU0035	Conjoint: Bachelor of Science/Bachelor of Laws
7001	University of Auckland	AU0036	Bachelor of Architecture
7001	University of Auckland	AU0041	Conjoint: Bachelor of Education (Tchg)/Bachelor of Science
7001	University of Auckland	AU0059	Bachelor of Engineering
7001	University of Auckland	AU0087	Bachelor of Science
7001	University of Auckland	AU0537	Conjoint: Bachelor of Commerce/Bachelor of Science
7001	University of Auckland	AU4026	Bachelor of Technology
7001	University of Auckland	AU4058	Bachelor of Architectural Studies
7001	University of Auckland	AU5140	Bachelor of Engineering/Bachelor of Laws
7002	University of Waikato	WI0004	Bachelor of Science
7002	University of Waikato	WI0005	Bachelor of Science (Technology)
7002	University of Waikato	WI0010	Bachelor of Computing and Mathematical Sciences
7002	University of Waikato	WI0107	Bachelor of Science/Bachelor of Laws
7002	University of Waikato	WI0126	Bachelor of Teaching/Bachelor of Science
7002	University of Waikato	WI0206	Bachelor of Engineering
7002	University of Waikato	WI0144	Bachelor of Engineering with Honours
7003	Massey University	MY0031	Bachelor of Applied Science
7003	Massey University	MY0041	Bachelor of Business Studies/Bachelor of Science
7003	Massey University	MY0046	Bachelor of Arts / Bachelor of Science
7003	Massey University	MY0067	Bachelor of Engineering
7003	Massey University	MY0075	Bachelor of Information Sciences
7003	Massey University	MY0087	Bachelor of Science
7003	Massey University	MY0100	Bachelor of Technology
7003	Massey University	MY0110	Bachelor of Engineering Technology
7003	Massey University	MY0118	Bachelor of Construction
7004	Victoria University of Wellington	VI0003	Bachelor of Science
7004	Victoria University of Wellington	VI0006	Engineering Intermediate
7004	Victoria University of Wellington	VI0009	Bachelor of Building Science
7004	Victoria University of Wellington	VI0018	Bachelor of Architecture
7004	Victoria University of Wellington	VI00C9	Bachelor of Science and Technology
7004	Victoria University of Wellington	VI00F9	Bachelor of Biomedical Science
7004	Victoria University of Wellington	VI00J4	Bachelor of Information Technology
7004	Victoria University of Wellington	VI00M1	Bachelor of Science/Bachelor of Teaching
7004	Victoria University of Wellington	VID006	Bachelor of Commerce and Administration/Bachelor of Science
7004	Victoria University of Wellington	VID008	Bachelor of Commerce and Administration/Bachelor of Biomedical Science
7004	Victoria University of Wellington	VID035	Bachelor of Arts/Bachelor of Science (Conjoint)
7004	Victoria University of Wellington	VID037	Bachelor of Arts/Bachelor of Biomedical Science
7004	Victoria University of Wellington	VID060	Bachelor of Music/Bachelor of Science
7004	Victoria University of Wellington	VID076	Bachelor of Science/Bachelor of Biomedical Science

7004	Victoria University of Wellington	VID120	Bachelor of Arts/Bachelor of Architecture
7004	Victoria University of Wellington	VID137	Bachelor of Laws/Bachelor of Science
7004	Victoria University of Wellington	VID149	Bachelor of Science/Bachelor of Architecture
7004	Victoria University of Wellington	VID150	Bachelor of Science/Bachelor of Design
7004	Victoria University of Wellington	VID157	Bachelor of Architecture/Bachelor of Biomedical Science
7004	Victoria University of Wellington	VID167	Bachelor of Tourism Management/Bachelor of Science
7005	University of Canterbury	CN0201	Bachelor of Science
7005	University of Canterbury	CN0602	Bachelor of Engineering with Honours
7005	University of Canterbury	CN0801	Bachelor of Forestry Science
7005	University of Canterbury	CN0202	Bachelor of Science with Honours
7006	Lincoln University	LI0029	Bachelor of Agriculture
7006	Lincoln University	LI0034	Bachelor of Agricultural Science
7006	Lincoln University	LI0043	Bachelor of Applied Computing
7006	Lincoln University	LI0071	Bachelor of Horticultural Science
7006	Lincoln University	LI0087	Bachelor of Science
7006	Lincoln University	LI0128	Bachelor of Resource Studies/Bachelor of Science
7006	Lincoln University	LI0681	Bachelor of Viticulture and Oenology
7006	Lincoln University	LI1001	Bachelor of Landscape Architecture
7006	Lincoln University	LI0035	Bachelor of Agricultural Science (Honours)
7006	Lincoln University	LI0092	Bachelor of Science (Honours)
7007	University of Otago	OO0016	Bachelor of Science
7007	University of Otago	OO0025	Bachelor of Surveying
7007	University of Otago	OO0061	Bachelor of Consumer and Applied Sciences
7007	University of Otago	OO0260	Bachelor of Arts/Bachelor of Science (Conjoint)
7007	University of Otago	OO0274	Bachelor of Science/Bachelor of Pharmacy (Conjoint)
7007	University of Otago	OO0276	Bachelor of Science/Bachelor of Law (Conjoint)
7007	University of Otago	OO0278	Bachelor of Science/Bachelor of Physical Education
7007	University of Otago	OO0282	Bachelor of Consumer and Applied Sciences/Bachelor of Commerce
7007	University of Otago	OO0283	Bachelor of Science/Bachelor of Physiotherapy (Conjoint)
7007	University of Otago	OO0287	Bachelor of Science/Bachelor of Commerce (Conjoint)
7007	University of Otago	OO0303	Bachelor of Arts/Bachelor of Consumer & Applied Sciences
7007	University of Otago	OO0307	Bachelor of Science/Bachelor of Tourism
7007	University of Otago	OO0308	Bachelor of Science/Bachelor of Consumer & Applied Sciences
7007	University of Otago	OO0310	Bachelor of Science/Bachelor of Arts (Honours)
7007	University of Otago	OO0343	Bachelor of Consumer and Applied Sciences/Bachelor of Laws (Conjoint)
7007	University of Otago	OO0348	Bachelor of Music/Bachelor of Science
7007	University of Otago	OO0353	Bachelor of Science/Bachelor of Laws (Honours)
7007	University of Otago	OO0354	Bachelor of Science/Bachelor of Phys Ed (Honours)
7007	University of Otago	OO0360	Bachelor of Applied Science
7007	University of Otago	OO0381	Bachelor of Science/Bachelor of Medical Laboratory Science
7007	University of Otago	OO0387	Bachelor of Commerce/Bachelor of Surveying
7007	University of Otago	OO0400	Bachelor of Science/Bachelor of Applied Science
7007	University of Otago	OO0412	Bachelor of Biomedical Sciences

7007	University of Otago	OO0161	Bachelor of Consumer and Applied Sciences with Honours
7007	University of Otago	OO0290	Bachelor of Surveying with Honours
7007	University of Otago	OO0306	Bachelor of Arts/Bachelor of Science (Honours)
7007	University of Otago	OO0336	Bachelor of Commerce/Bachelor of Science with Honours
7007	University of Otago	OO0337	Bachelor of Science/Bachelor of Commerce with Honours
7007	University of Otago	OO0424	Bachelor of Biomedical Sciences with Honours
7008	Auckland University of Technology	AK3384	Bachelor of Applied Science
7008	Auckland University of Technology	AK3520	Bachelor of Engineering
7008	Auckland University of Technology	AK3697	Bachelor of Computer and Information Sciences
7008	Auckland University of Technology	AK3700	Bachelor of Applied Science and Bachelor of Business Conjoint Degree
7008	Auckland University of Technology	AK3719	Bachelor of Engineering Technology
7008	Auckland University of Technology	AK3729	Bachelor of Computer and Information Sciences and Bachelor of Business

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