Australian Government
Department of Education

Commonwealth Teaching Scholarships Program — Scholarship Agreement

Letter of Agreement

CTS ID: ^*insert CTS ID*^

Name: ^*insert name*^

Address: ^*insert address*^

Email: ^*insert email*^

Contact Number: ^*insert contact number*^

We are pleased to offer you a scholarship as part of the Commonwealth Teaching Scholarships (**CTS**) Program. The Scholarship is to undertake and complete a full-time initial teacher education (**ITE**) program accredited under the *Accreditation of Initial Teacher Education Programs in Australia: Standards and Procedures*.

The purpose of the Scholarship is to assist ITE students who are willing to teach in government schools and/or government-run early learning settings, with the financial costs of undertaking an accredited ITE program. Therefore, it is a requirement of the award of the Scholarship that you remain enrolled in the accredited ITE program on a full-time basis and complete the Commitment to Teach obligation set out in the Schedule to this letter. The Commitment to Teach obligation commences from the date set out in the Schedule.

If you accept this offer, you will be entering into a legally enforceable agreement with the Commonwealth represented by the Department of Education (the **Commonwealth**) in relation to the Scholarship. The legally enforceable agreement consists of this document, including the Schedule, and sets out the amount of scholarship funding the Commonwealth will provide to you for the purposes of the Scholarship and the terms and conditions of that scholarship funding that you must comply with.

We encourage you to seek appropriate, independent and qualified financial, taxation and legal advice before entering into this agreement so that you are fully aware of the implications of signing this agreement and your obligations under it.

If you agree to the terms contained in this letter and the Schedule and want to accept this offer, please complete the Scholarship Recipient Declaration by **the due date of this form**, otherwise this offer will lapse and you will no longer receive a scholarship.

Yours sincerely

^*insert address block*^

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Scholarship Agreement Schedule

Higher education provider and accredited ITE program: ^*insert name of HEP and course*^

Unique Student Identifier: ^*insert USI here if known*^

Scholarship Funding Period

Note: unless otherwise stated, the Date of Scholarship Funding Completion reflects the standard timeframe for completing a 4-year undergraduate (full-time study load) **OR** 2-year postgraduate (full-time study load) ITE program. **It may not be the same as the actual ITE program completion date.**

Date of Scholarship Funding Commencement: ^*insert date*^

Date of Scholarship Funding Completion: ^*insert date*^

Expected ITE program completion date

Note**:** If the Expected ITE program completion date is after the Date of Scholarship Funding Completion (e.g. a 4.5-year undergraduate ITE program), any period after the Date of Scholarship Funding Completion is considered part of the Period to Complete Commitment to Teach.

Date of ITE program completion: ^*insert date*^

Period to Complete Commitment to Teach

Unless otherwise stated, the Date of Commitment to Teach Commencement has been set as January of the year following the Date of Scholarship Funding Completion. The Required Date of Commitment to Teach Completion is 10 years from the Date of Commencement.

Length of Commitment to Teach: ^*insert number of years*^

Note: the Commitment to Teach obligation is equivalent to the length of the ITE program, capped at 4 years if completing an undergraduate ITE program **OR** capped at 2 years if completing a postgraduate ITE program (i.e. if completing an undergraduate ITE program that exceeds 4 years, the Commitment to Teach is capped at a maximum of 4 years).

Date of Commitment to Teach Commencement: ^*insert date*^

Required Date of Commitment to Teach Completion: ^*insert date*^

Scholarship Funding

The Commonwealth will provide you with financial assistance for the Scholarship Funding Period in instalments, as outlined below:

[For Undergraduate Students – up to 4-year ITE Program]

Year	Amount
2027	$10,000
2028	$10,000
2029	$10,000
2030	$10,000

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[For Postgraduate Students – up to 2-year ITE Program]

Year	Amount
2027	$10,000
2028	$10,000

Note: Scholarship Funding is paid in annual instalments of up to $10,000 except as set out below.

Instalments of the Scholarship Funding will be paid annually following receipt of evidence of continued full-time enrolment across the academic year in the accredited ITE program and subject to verification of evidence by the Commonwealth.

If there is a year in which the higher education provider is unable to provide evidence of full-year enrolment, then the annual payment for that year may be paid in two instalments of $5,000 for each half of the academic year (bi-annual instalments). Each bi-annual instalment will be payable following receipt of evidence of continued full-time enrolment for the relevant half of the academic year in the accredited ITE program and subject to verification of evidence by the Commonwealth in accordance with the *Commonwealth Teaching Scholarships Payments Policy*.

The amount of Scholarship Funding may be reduced to take account of any Recognition of Prior Learning and/or enrolment in an accelerated ITE program in accordance with the *Commonwealth Teaching Scholarships Recognition of Prior Learning and Accelerated ITE Course Policy*.

Obligation and Commitments

Obligation to complete the ITE program

1. You agree to undertake and complete the accredited ITE program **on a full-time basis** (as defined in the CTS Program Guidelines). Part-time study is not permitted. If you are unable to complete the ITE program by your Date of Scholarship Funding Completion, this may have impacts on the time allowed to complete the Commitment to Teach obligation (refer to paragraphs 4-9 for required action).
2. You agree to meet all requirements of the ITE program and must:
   a. meet the academic and non-academic requirements of the higher education provider;
   b. meet the standard of the Literacy and Numeracy Test for Initial Teacher Education (LANTITE) prior to graduation from the ITE program;
   c. meet the professional experience requirements of the ITE program;
   d. pass the final-year Teaching Performance Assessment prior to graduation;
   e. meet the provisional teacher registration requirements of the relevant State or Territory; and
   f. complete Working with Vulnerable People/Working with Children and police checks in accordance with the requirements of the relevant State or Territory.
3. You may seek a deferral of the Scholarship if you are granted a deferral from your higher education provider during your ITE program. The Commonwealth will, in its absolute discretion, approve or reject any deferral request with regard to the *Commonwealth Teaching Scholarships Deferral Policy* in place at the relevant time, which is available on the Department of Education website.

Commitment to Teach obligation

4. Following completion of your ITE program, you agree to undertake Eligible Work in an Eligible Educational Setting for a period equivalent to the length of your Scholarship Funding Period (up to a maximum of 4 years) and agree to meet all requirements of your

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registration as a teacher. This is your **Commitment to Teach** obligation. For the purposes of this agreement, 'Eligible Work' is a teaching role that requires an ITE qualification, and 'Eligible Educational Setting' is a government primary, secondary or preschool or government-run early learning facility. Teaching employment undertaken prior to completion of the ITE program will not count towards the Commitment to Teach obligation.

5. It is your responsibility to secure Eligible Work in an Eligible Educational Setting to fulfil your Commitment to Teach obligation. You must provide the Commonwealth with evidence of your Eligible Work in an Eligible Educational Setting, and the Commonwealth will advise you when you have fulfilled your Commitment to Teach obligation.

6. You have up to 10 years from the Date of Scholarship Funding Completion in which to complete your Commitment to Teach obligation. If you are completing the Commitment to Teach on a part-time or casual basis then the total full-time equivalent requirement must be fulfilled (for example, approximately 6.5 years of teaching on a part-time basis (approximately 3 days a week for each year) may be equivalent to the 4 years full-time teaching required to complete the Commitment to Teach obligation for a scholarship recipient undertaking an undergraduate ITE program). The *Commonwealth Teaching Scholarships Commitment to Teach Policy* in place at the relevant time, which is available on the Department of Education website, provides guidance about the calculation of this obligation.

7. Any additional time taken to complete your ITE program beyond the Scholarship Funding Period will be considered part of the 10-year timeframe you have to complete your Commitment to Teach obligation.

8. You may seek an extension to the 10-year period specified in paragraph 6 in exceptional circumstances. The Commonwealth will consider any such request and may, in its absolute discretion, approve or reject the request having regard to the *Commonwealth Teaching Scholarships Commitment to Teach Policy* in place at the relevant time, which is available on the Department of Education website.

9. If you do not comply with your Commitment to Teach obligation (without an extension or exemption approved in writing by the Commonwealth) then you may be required to pay back all or part of the Scholarship Funding (refer to paragraphs 14 to 18).

Payment of Scholarship Funding by the Commonwealth

10. Subject to paragraph 12, the Commonwealth will make payments to you in the instalments specified in the Scholarship Agreement Schedule following receipt of evidence of full-time enrolment in an accredited ITE program and verification of evidence provided (where applicable). The payments will be paid directly into the bank account you nominate in writing. Payments are administered in accordance with the *Commonwealth Teaching Scholarships Payments Policy* in place at the relevant time.

11. The evidence of full-time enrolment in an accredited ITE program must be for the full academic year unless the higher education provider will not provide evidence for the full academic year, in which case the evidence may be for half of the academic year, and the instalment payment will be adjusted accordingly in accordance with the Scholarship Agreement Schedule.

12. The Commonwealth may withhold a payment if you have not met a requirement of this agreement or are unable to undertake study in the ITE program.

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Exemption from obligations

13. You may seek an exemption from completing your obligations under this agreement and from the CTS Program. The Commonwealth will consider any such request and may, in its absolute discretion, approve or reject the request having regard to the *Commonwealth Teaching Scholarships Exemption Policy* in place at the relevant time, which is available on the Department of Education website. If your request is approved, then this agreement will be terminated from the date the Commonwealth notifies you of that approval and you will no longer have any obligations under this agreement. You are not eligible for an exemption if you have provided false or misleading information to the Commonwealth regarding your Scholarship.

Your repayment obligations

14. The payment of the Scholarship Funding is conditional. You agree to repay to the Commonwealth the full amount of the Scholarship Funding received if you do not comply with your obligations to complete the ITE Program in accordance with this agreement (without prior written approval or an exemption from the Commonwealth). You agree to repay to the Commonwealth the Scholarship Funding in full or in part (as directed by the Commonwealth) if you do not fulfil your Commitment to Teach obligations in accordance with this agreement or the Commonwealth otherwise terminates the agreement in accordance with paragraph 25.

15. If the Commonwealth issues a repayment notice (Repayment Invoice) to you, you agree to repay the amount specified in the Repayment Invoice within 30 days of the date of the Repayment Invoice (Due Date). You may make full payment of the repayment amount at any time prior to the Due Date.

16. If you are unable to make full payment of the repayment amount prior to the Due Date, you may request that the Commonwealth approve a plan for you to make the repayment in instalments (Instalment Plan). If you request an Instalment Plan, the Commonwealth may require you to provide additional information, including a financial statement and other information about your financial circumstances. You agree that the Commonwealth may use any such additional information for the purposes of determining whether to approve an Instalment Plan and, if so, the appropriate arrangements for that Instalment Plan. The Commonwealth may approve an Instalment Plan at its sole discretion subject to you providing any requested information. If the Commonwealth approves this, you may agree to enter into the proposed Instalment Plan provided by the Commonwealth.

17. If you agree to an Instalment Plan, you must make payments in accordance with the Instalment Plan. The Commonwealth may periodically seek further information about your financial circumstances during your Instalment Plan and may make changes to your Instalment Plan if your financial circumstances change. If you fail to pay an instalment under an Instalment Plan within 7 days of that instalment becoming due, the Commonwealth may forward you a notice requiring immediate payment of the instalment. If you fail to pay that instalment within 10 days of the date on the notice, the whole of the remaining amount of the repayment will become immediately due and the Commonwealth may recover that amount as a debt due to the Commonwealth without further proof of the debt by the Commonwealth.

18. In extenuating circumstances, as outlined in the *Commonwealth Teaching Scholarships Exemption Policy*, the Commonwealth may, at its sole discretion, and subject to its legislative obligations, agree to provide you with an exemption from your obligation to make a repayment required under this agreement.

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Additional payments by the Commonwealth

19. If you undertake a final-year unpaid professional experience placement in an Eligible Educational Setting in a remote or very remote area, the Commonwealth may allocate an additional payment to you of $2,000 following receipt by the Commonwealth of evidence of the placement satisfactory to the Commonwealth and having regard to the *Commonwealth Teaching Scholarships Additional Payment for Remote Professional Experience Placements Policy* in place at the relevant time, which is available on the Department of Education website. To receive the payment of $2,000, recipients will need to apply through a separate application process as notified by the Commonwealth. Not all recipients who apply and are eligible for the additional payment are guaranteed to receive the $2,000 payment. Recipients undertaking paid employment in a remote or very remote Eligible Educational Setting as part of an employment-based teaching pathway are not eligible to receive an additional payment.

20. If you do not proceed with or complete the placement then the Commonwealth may require the repayment of that additional payment in accordance with paragraphs 14 to 18.

Your reporting and notification obligations

21. You must provide the following information to the Commonwealth by the specified due date and provide any additional information as requested by the Commonwealth.

Information	Format or example	Due Date
Evidence of continued **full-time enrolment** for each academic year of an accredited ITE program *Note: you will not receive the next instalment until enrolment confirmation is provided.*	Submit the Continued Eligibility form and attach supporting evidence issued by a higher education provider of: • full-time enrolment for the full academic year, such as a statement of enrolment or student verification letter; and • an academic transcript showing units completed to date towards an accredited ITE program	Annually in the first semester or study period of each year of your ITE program, once requested by the Commonwealth (Note: if the higher education provider will only provide evidence for half the academic year then the due date is bi-annually for each half of the academic year of your ITE program once requested by the Commonwealth).
Plan to Teach	Submit a Plan to Teach, using the form as advised by the Commonwealth	In final year of ITE program
Evidence of completion of ITE program	Submit the Completion of ITE program form and attach evidence such as a Graduation Certificate, Academic Transcript or Australian Higher Education Graduation Statement that includes the date of completion /conferral/ graduation	Within 28 days of degree completion or conferral
Notification and evidence of your teacher registration (including provisional)	When requested by the Department, submit the Commitment to Teach Report form	Annually until your commitment to teach obligation is completed

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Notification and evidence of employment as a teacher, to meet your Commitment to Teach obligation	When requested by the Department, submit the Commitment to Teach Report form	Annually until your Commitment to Teach obligation is completed

22. You must notify the Commonwealth within 28 days of any of the following circumstances occurring:

    a. there is a change to your legal name;
    b. there is a change to your primary or secondary contact details, including phone number or email address;
    c. there is a change to your residential and/or postal address;
    d. there is a change to your bank account details;
    e. there is a change to your higher education provider or ITE program, or any other change which impacts the time for completion of your ITE program (including any granted recognition of prior learning or unit credits);
    f. there is a change to your ITE program study load which impacts your continued eligibility;
    g. there is a change to, or cessation of, your employment for the purposes of your Commitment to Teach obligation;
    h. there is a change to your Teacher Registration, or your Teacher Registration is suspended, cancelled or revoked;
    i. you participate in an overseas exchange opportunity;
    j. any other circumstance reasonably likely to affect your ability to fulfil your obligations under this agreement.

22A. If you fail to provide information you are required to provide to the Commonwealth under this agreement by the specified due date or any further period notified by the Commonwealth, that failure will constitute a non-compliance with this agreement. The Commonwealth may, without limiting any other rights or remedies available to it:

a. withhold further payments in accordance with paragraph 12; or

b. terminate this agreement in accordance with paragraph 25 if the Commonwealth considers your non-compliance to be a material breach of this agreement or where you fail to remedy your non-compliance within a reasonable period notified by the Commonwealth.

Additional Matters

23. This agreement is governed by the law of the Australian Capital Territory.

24. Unless terminated earlier, this agreement will expire upon the completion of your Commitment to Teach obligation.

25. The Commonwealth may terminate this agreement by notice where it reasonably believes that you:

    a. have not complied with an obligation under this agreement;
    b. have provided false or misleading information to the Commonwealth regarding your Scholarship, including in your application, acceptance of your conditional offer, supporting evidence, or reporting during the term of the Scholarship including the Commitment to Teach obligation; or
    c. have become bankrupt.

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26. Without limiting the rights above, the Commonwealth may terminate this agreement by notice where you have withdrawn from the CTS Program (without an approved exemption) and satisfied your repayment obligations in accordance with this agreement.

27. The Commonwealth will not be required to make any further payments after the termination of the agreement in accordance with paragraphs 25 or 26 and the Commonwealth may seek repayment of the Scholarship Funding in accordance with paragraphs 14 to 18.

28. Unless otherwise stated, the expiry or termination of this agreement will not affect the operation of any provision which expressly or by implication is intended to continue operating. For the avoidance of doubt, paragraphs 14 to 20 survive the expiry or termination of this agreement.

28A. The Commonwealth may provide any notice or communication regarding this agreement or Your Scholarship by email, post or phone using the contact details set out in this agreement or any other contact details You have provided to the Commonwealth from time to time.

29. No change to the terms of this agreement will be effective unless agreed in writing by you and the Commonwealth.

30. You or the Commonwealth, as the case may be are not, by virtue of this agreement, an employee, agent or partner of the other party or entitled to bind the other party.

31. You acknowledge that the Commonwealth may use information related to your Scholarship (including reports or information you provide to the Commonwealth) for the purposes of administering this agreement and the CTS Program and as contemplated in the CTS Program guidelines and CTS Program policies including for the following purposes:

    a. evaluation of how well the outcomes and objectives of the CTS Program have been achieved (if you have provided consent for your information to be included in the evaluation);
    b. sharing the information with other Commonwealth entities for government administration, research or service delivery;
    c. sharing the information with higher education providers and State and Territory Governments for the purposes of administration of the CTS Program;
    d. sharing the information with the Minister for Education on the outcomes of the scholarship round;

    and you consent to:

    e. the use and disclosure of your personal information by the Commonwealth; and
    f. disclosure of personal information by other entities listed above to the Commonwealth for these purposes.

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Scholarship Recipient Declaration

Executed as an agreement

By signing this agreement by using the tick-box provided, the Scholarship Recipient named in the Letter of Agreement (You) acknowledge and agree that:

- Use of the tick-box constitutes Your electronic signature for the purposes of the *Electronic Transactions Act 2001* (ACT), which is legally binding and has the same legal effect as a wet-ink signature;
- This electronic signature can be used as a legal representation of Your signature;
- You understand that a legally enforceable agreement is formed between Yourself and the Commonwealth of Australia acting through the Department of Education upon signing this agreement.
- You understand that the Scholarship Funding may have financial, tax or legal obligations and have sought, or have had the opportunity to seek, relevant professional financial, taxation and legal advice on the implications of entering into this agreement.
- You are not, and are not required to be, registered for the purposes of GST in accordance with the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- You understand and agree to be legally bound by the terms and conditions set out in this agreement and to comply with the CTS Program Guidelines and CTS Program policies.
- You have an obligation to follow all rules and student codes of conduct, as required by Your higher education provider.
- Providing false or misleading information is a serious offence under the *Criminal Code Act 1995* (Cth), and that You have not provided, and will not provide, any false or misleading information in connection with Your Scholarship.

^complete the agreement electronically via SmartyGrants^

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