

THE UNIVERSITY OF WAIKATO**TERMS AND CONDITIONS OF INTERNATIONAL DOCTORAL SCHOLARSHIP**

In accepting The University of Waikato's offer of an International Doctoral Scholarship I agree to the following:

1. I have been offered a University of Waikato International Doctoral Scholarship (**Scholarship**), to undertake research in relation to doctoral enrolment in the [Faculty/School].
2. [For current students]: The [duration of Scholarship]-month Scholarship will commence on [start date of Scholarship] and continue until [end date of Scholarship] (**Scholarship Term**).
2. [For prospective students]: The Scholarship will run for up to [duration of Scholarship] months from the date of my enrolment into the University's Doctoral Degree Programme (**Scholarship Term**). However, my acceptance of this Scholarship will not affect any decision of the University concerning my enrolment into the Doctoral Degree Programme.
3. The value of the Scholarship will be as follows:
 - (a) A living allowance of \$22,000 per annum which will be paid in equal monthly instalments of \$1,833.33. Payment of the final instalment will be withheld until submission of the doctoral thesis for examination.
 - (b) An amount equal to the University domestic tuition fees for the Doctoral Degree Programme, payable directly to the University.
 - (c) A thesis preparation allowance of up to \$400 provided the thesis is submitted within four years of full-time doctoral enrolment.
4. To abide by all policies and regulations of the University, together with all relevant amendments.
5. I will comply with all reasonable requests and instructions of the University including the submission of a final doctoral thesis by the date set by the Postgraduate Studies Committee.
6. The Scholarship is contingent on my satisfactory participation in the research, and completion of all written and other requirements of the University. If the University considers my participation is unsatisfactory or that I have failed to comply with those requirements, the University may withhold payment of some or all of the Scholarship funds and/or obtain reimbursement of funds paid by the University to date on termination of the Scholarship under clause 16(d).
7. I will inform the University Scholarships Office as soon as reasonably practicable if I receive any additional funding, scholarship, or study award during the Scholarship Term and I understand the University may then review the Scholarship.
8. I will not accept a full-time employment position with any institution in respect of which the research will be carried out during the Scholarship Term.
9. The University may collect, use and disclose personal information about me in accordance with the Privacy Act 1993, and that I have the right to obtain access to any such information and to request its correction.
10. All information provided by me to the University is complete and correct and I have not withheld any information which may affect my participation in the Scholarship.
11. In these terms and conditions, the term Confidential Information shall mean all know-how, financial information or other commercially valuable or sensitive information in whatever form including without limitation all information relating to the research undertaken by me as part of the Scholarship, that the

University designates as confidential, which a reasonable person would regard as confidential, or which in the circumstances the University and I ought to regard as confidential.

The following will not constitute Confidential Information:

- (i) information which is substantially in the public domain prior to its disclosure by the University to me or which substantially enters the public domain after its disclosure otherwise than as a result of an unauthorised disclosure by me; and
- (ii) information which is rightfully known by me (as shown by my written record) prior to the date of disclosure where I have the lawful power to disclose such information on a non-confidential basis.

- 12. I will not disclose any Confidential Information of the University to any third party without the University's prior written consent.
- 13. In these terms and conditions, Intellectual Property shall mean all intellectual property including patents, applications for patents, trade marks, trade names, know-how, data, results, research papers, reports, trade secrets, designs, and copyright materials and any other intellectual property. The University policy on Intellectual Property may be reviewed at www.waikato.ac.nz/official-info/IPRpolicy.shtml.
- 14. All Intellectual Property owned or otherwise created by me before the Scholarship Term shall remain my property and nothing within these terms and conditions shall give the University any interest in such Intellectual Property.
- 15. All Intellectual Property arising from or otherwise relating to the research undertaken by me as part of the Scholarship (excluding the copyright in my final doctoral thesis) will be the property of the University and I will do all things reasonably necessary to transfer ownership of such Intellectual Property to the University, including but not limited to entering into a standard Deed of Assignment of Intellectual Property with the University. A copy of the Deed of Assignment is available for review on request to the University Scholarships Office or refer to www.waikato.ac.nz/research/unilink/policy_and_procedures.shtml.
- 16. The University may cancel my Scholarship on the occurrence of any of the following:
 - (a) My supervisor is no longer able to supervise my research and the University is unable to provide a suitable replacement.
 - (b) My enrolment as a full-time student in the Doctoral Degree Programme is terminated.
 - (c) I receive additional funding which in the University's opinion affects my eligibility for the Scholarship.
 - (d) The University is satisfied that I am not following the required programme or am otherwise not complying with the terms and conditions of the Scholarship.

In accepting this offer of an International Doctoral Scholarship I confirm that I have understood the above terms and have had the opportunity to seek independent legal advice.

Signed:

Student signature: _____

Student name: _____

Student ID number: _____

Date: _____