
Ramsay Postgraduate Scholarship Program Terms & Conditions (“Terms and Conditions”)

1. Ramsay Postgraduate Scholarships (**Scholarships**) are offered by The Ramsay Centre for Western Civilisation Limited ABN 22 617 686 905 of 173 Macquarie Street, Sydney NSW 2000 (**Ramsay Centre, we, us**). The objective of the Ramsay Centre, as set out in its Constitution, is to advance education including by:
 - (a) promoting studies and discussion associated with the establishment and development of Western Civilisation; and
 - (b) establishing scholarship funds and education courses in partnership with universities.

As part of this objective, the Scholarships were established through the generosity of the founder of the Ramsay Centre, Mr Paul Ramsay. The Scholarship program is open to Australian citizens and permanent residents who wish to pursue postgraduate study in approved coursework or research programs at the world’s best universities. The Scholarship is not intended to be undertaken at an Australian University (unless under a *cotutelle* arrangement with an overseas university, and approved by the Ramsay Centre).

2. Details of the Scholarship that are offered, including the selection criteria and application process, are set out on the Ramsay Centre website at <https://www.ramsaycentre.org/scholarships-courses/postgraduate-scholarships/> (the **Website**). The Ramsay Centre Privacy Policy and all information in relation to Scholarships appearing on the Website form part of these Terms and Conditions. To the extent of any inconsistencies between these Terms and Conditions and any other published materials, these Terms and Conditions will prevail.
3. To apply for a Scholarship you must be an Australian citizen or permanent resident. Scholarships are only granted to students commencing or continuing post graduate study outside of Australia after the application submission date.
4. All applications for a Ramsay Postgraduate Scholarship must be submitted through the Ramsay Postgraduate Scholarship Application Portal located on the Ramsay Centre website (the **Application Portal**) and must be completed in accordance with the instructions on the Application Portal and submitted by the deadline specified there (**Applications**).
5. The Website or the Application Portal (or both of them) may not be available for access from time to time during the period advertised as the period for submitting Applications. Intended applicants are responsible for checking on the availability of the Application Portal and the Website from time to time to determine an appropriate time to complete and lodge an Application. All access to, and use of, the Website is at your risk.
6. By submitting an application via the Application Portal you (**you, Applicant**) agree to be bound by these Terms and Conditions and you agree that your Application may be submitted to members of the Selection Panel (as defined below) for their consideration. You also agree that we may disclose the personal information you provide to us in the course of the Application process to the overseas university nominated in your Application, and receive your personal information from that university.
7. The Ramsay Centre will only accept one application for a Scholarship from each person in any calendar year.

8. The Ramsay Centre will not consider applications that are not completed in accordance with these Terms and Conditions and the instructions on the Application Portal. Incomplete or incomprehensible applications will be disregarded. The Ramsay Centre will have no responsibility for late, lost or misdirected applications.
9. To apply for a Scholarship you must have completed an undergraduate degree, or the equivalent, at the time of submitting an application. Applicants in the final semester of their undergraduate degree will also be eligible.
10. Applicants who are short-listed in the selection process must take part in an interview with the Ramsay Centre's Postgraduate Scholarship Selection Panel (**Selection Panel**) at the time and place designated by the Selection Panel.
11. Each Applicant warrants and agrees that:
 - (a) they will not submit any Application that is unlawful or fraudulent or contains any material that may be considered defamatory, derogatory, obscene, inappropriate, objectionable or otherwise unsuitable;
 - (b) they will not upload to the Application Portal any material that contains any viruses or causes any injury or harm to any person or entity;
 - (c) they will not infringe the intellectual property rights of any third party; and
 - (d) they will obtain the consent of any third party nominated as a referee for the submission of that person's personal information to the Ramsay Centre and the use of that information by the Ramsay Centre (including the Selection Panel) in the course of the application, interview and Scholarship award process.
12. All ancillary costs and requirements associated with submitting an application and taking part in any interview are your sole responsibility.
13. All information provided in an Application, and otherwise in the course of the application and interview process, must be correct, complete and not misleading in any way.
14. The Ramsay Centre may, in its absolute discretion, declare any Application invalid if the Applicant:
 - (a) fails to establish their entitlement to submit an Application in accordance with these Terms and Conditions;
 - (b) tampers with the application process or the Application Portal; or
 - (c) submits an application that is not in accordance with these Terms and Conditions.
15. The Ramsay Centre reserves the right, at any time, to verify the validity of applications and the applicant's details provided in an application. Failure by the Ramsay Centre to enforce any of its rights at any stage does not constitute a waiver of those rights.
16. Applications will be considered by the Ramsay Centre shortlisting panel and successful Applications will be selected by the Selection Panel.

17. Applicants who have been selected by the Selection Panel will be notified in writing (**Offer Letter**) and must agree to all the Terms and Conditions of the Scholarship identified in that Offer Letter in order to receive the Scholarship. If a Scholarship is offered to you, and you do not accept the offer of the Scholarship within the time specified in the Offer Letter, the offer of the Scholarship will be withdrawn and you will have no right to a Scholarship from the Ramsay Centre.
18. The Ramsay Centre accepts no responsibility for any tax implications that may arise from the award of a Scholarship. Successful Applicants should seek independent financial advice in relation to any tax payable in relation to the Scholarship awarded.
19. All Applicants for a Scholarship will need to have secured a place at the University the subject of their Application before taking up their Scholarship and ordinarily must be able to provide evidence of this with their Application (e.g. in the form of a confirmation letter from the University).
20. Each Successful Applicant (**Ramsay Scholar**) must:
 - (a) not hold a major scholarship from another source (for example, Ramsay Scholars cannot hold a Rhodes Scholarship or a Monash Scholarship);
 - (b) secure and pay for your place at the University specified in your Application;
 - (c) satisfy all conditions of the offer of a place from that University;
 - (d) arrange and pay for all travel and accommodation;
 - (e) arrange and pay for any visas required to study or work in the country of the host University;
 - (f) attend to your own tax affairs, including submitting tax returns in any jurisdiction required;
 - (g) manage any foreign exchange risk relating to Scholarship payments and application of those funds by you for payment of expenses; and
 - (h) arrange and pay for your own medical, health and travel insurance that is sufficient in all the circumstances to provide you with adequate protection.
21. In consideration for the grant of a Scholarship, each Ramsay Scholar grants to the Ramsay Centre, its affiliates and licensees, a royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to reproduce, publish, communicate and adapt all or any part of the Application submitted by that Ramsay Scholar for the purposes of promoting the activities of the Ramsay Centre in any media, without compensation, restriction on use, or liability. Ramsay Scholars agree not to assert any moral rights in relation to the Application and warrant that they have full authority to grant these rights.
22. Subject to a Ramsay Scholar meeting all the requirements specified in the Offer Letter, and remaining enrolled in the University course specified in their Application, and otherwise being in compliance with these Terms and Conditions (and any other terms and conditions in the Offer Letter to the Ramsay Scholar), the Ramsay Centre will, subject to clause 23, pay the Scholarship money to the Ramsay Scholar directly in the following instalments each year of the Scholarship:
 - (a) an initial instalment that is usually 60% of the overall amount awarded for the year in the month prior to the commencement date (or anniversary if the Scholarship is for more than one year) of the specified course of study; and
 - (b) an instalment being the balance of the overall amount awarded for the year upon receipt of a successful progress report co-signed by the Ramsay Scholar's course director, tutor or supervisor,

five months after the commencement date (or anniversary if the Scholarship is for more than one year) of the specified course of study.

23. The Ramsay Centre may at its sole discretion revise the above instalment amounts and timing, including to:
- (a) align with University course funding requirements;
 - (b) deferring payment in the event of a change of your circumstances, such as extended illness or maternity or paternity;
 - (c) to allow for an extended absence for compassionate reasons;
 - (d) withhold payment where you are in breach of these terms or the objectives of the Ramsay Centre or the reports provided under these terms are not up to the standard expected of you by the Ramsay Centre;
 - (e) comply with any applicable law or regulation.
24. The Scholarship funds awarded must be used only for the purposes of paying tuition, living expenses, travel and other related expenses (e.g. travel and health insurance) associated with the approved course of study. The Ramsay Centre reserves the right to request details of application of Scholarship funds for these purposes, including supporting documentation such as receipts and payment confirmations. The Ramsay Centre is not responsible in any circumstances for payment of the Ramsay Scholar's costs or expenses.
25. The Scholarship funds will be paid in Australian Dollars directly to each Ramsay Scholar into the Australian bank account nominated by the Ramsay Scholar.
26. Ramsay Scholars may not hold another scholarship that is in the Ramsay Centre's opinion a major scholarship, but may receive income from other sources. However, if that income is derived from another scholarship awarded to you, you must notify the Ramsay Centre (including reasonable details) as soon as practicable and the Ramsay Centre may elect to reduce or withhold your Scholarship amount at its sole discretion.
27. If a Ramsay Scholar undertakes other employment, you must assure the Ramsay Centre that the employment does not impact on your ability to meet your academic requirements, or to represent the Ramsay Centre.
28. You must conduct yourself in a manner befitting a recipient of a Scholarship and, in particular, must not engage in any criminal or other offensive conduct or otherwise do anything that may bring the Ramsay Centre or the course into disrepute.
29. Each Ramsay Scholar must submit a report on their progress in the course specified in their Application and provide that report to the Ramsay Centre at a date agreed by the Ramsay Centre in each year of the Scholarship. The format required for this report will be provided by the Ramsay Centre from time to time. The Ramsay Centre will require the head of your program, or your supervisor, or their delegate, to co-sign the report. Payments of Scholarship instalments may be withheld by the Ramsay Centre if a satisfactory report is not provided to the Ramsay Centre under these Terms and Conditions.

30. The Ramsay Centre expects each Ramsay Scholar to perform at a high level academically.
31. Any proposed changes in a Ramsay Scholar's enrolment status or in their academic program must be approved by the Ramsay Centre. No change should be attempted without first seeking Ramsay Centre approval.
32. If these Terms and Conditions are breached by you without reasonable excuse (to be determined by the Ramsay Centre in its sole discretion) or you are otherwise unable or unwilling to attend the course specified in your Application, the Ramsay Centre may terminate the Scholarship immediately. The Ramsay Centre is not liable for any loss or expense relating to early termination of this Scholarship.
33. You must not use the image or logo of the Ramsay Centre without first obtaining the prior written consent of the Ramsay Centre for the intended use.
34. The Ramsay Centre has no claim over the intellectual property generated by a Ramsay Scholar during the course of their research or participation in the Scholarship.
35. You and the Ramsay Centre are independent parties and nothing in this agreement or any formal agreement constitutes or creates any relationship of employment, joint venture, trust or legal partnership between us nor makes us a partner, agent, employee or representative of the other. You may not act for or legally bind the Ramsay Centre for any purpose.
36. These terms may be amended by written notice from the Ramsay Centre from time to time upon reasonable notice to you.
37. Nothing in these Terms and Conditions limits, excludes, modifies or purports to limit, exclude or modify the statutory consumer guarantees under the *Competition and Consumer Act 2010* (Cth) or similar consumer protection laws in the States and Territories of Australia (**Non-Excludable Guarantees**). Except for any liability that cannot be excluded by law, including the Non-Excludable Guarantees, the Ramsay Centre (including its respective officers, employees and agents) excludes all liability (including in negligence) for any personal injury or loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of or relating to:
 - (a) the Ramsay Postgraduate Scholarship program and the grant of Scholarships under that program;
 - (b) any technical difficulties or equipment malfunction in the Application Portal, the Website, or any other aspect of the application process (whether or not under the Ramsay Centre's control);
 - (c) problems or technical malfunction of any communication network or lines, computer online systems, servers, computer equipment, software or traffic congestion on the internet, or any unauthorised intervention, or any combination of these elements;
 - (d) injury or damage to an applicant's, or any other person's, computer or other device related to or resulting from submitting an application or uploading any materials to the Application Platform;
 - (e) any unauthorised access or third-party interference with any application;
 - (f) any application that is late, lost, altered, damaged or misdirected (whether or not after the receipt by the Ramsay Centre);
 - (g) any variation in the value of a Scholarship as described on the Website;

- (h) any tax liability incurred by an applicant; or
- (i) use of a Scholarship awarded.

38. Subject to the clause above, the total aggregate liability of the Ramsay Centre, whether in contract, tort or otherwise, to any applicant who submits an application for a Scholarship is limited to the sum of \$100, and the total aggregate liability of the Ramsay Centre, whether in contract, tort or otherwise, to any Ramsay Scholar is limited to the value of the Scholarship payments to that Ramsay Scholar.
39. This document is governed by and to be construed in accordance with the laws of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in that State.