



STUDENT PRIZES AND SCHOLARSHIPS PROCEDURE

| | | | |
|---|--|---|---|
| Date first approved: 17 June 2019 | Date of effect: 17 June 2019 | Date last amended: (refer to Version Control Table) 18 December 2020 | Date of Next Review: 17 June 2022 |
| First Approved by: | Vice Chancellor | | |
| Custodian title & e-mail address: | Director Student and Accommodation Services Division Prizes-direct@uow.edu.au | | |
| Author: | Senior Manager, Admission, Fees and Scholarships Student and Accommodation Services Division | | |
| Responsible Division & Unit: | Student and Accommodation Services Division Admissions Fees and Scholarships | | |
| Supporting documents, procedures & forms: | Coursework Rules Marketing, Media and Communications Policy Philanthropic Fundraising, Gift Acceptance and Recognition Policy Student Prize and Scholarships Policy | | |
| Relevant Legislation & External Documents: | | | |
| Audience: | Public | | |

Submit your feedback on this policy document using the [Policy Feedback Facility](#).



Contents

| | | |
|----|---|---|
| 1 | Purpose of the Procedure..... | 3 |
| 2 | Definitions..... | 3 |
| 3 | Flowcharts..... | 5 |
| 4 | Instructions..... | 1 |
| 5 | UOW Prizes..... | 1 |
| 6 | Executive Dean’s Merit List..... | 3 |
| 7 | University Medals..... | 3 |
| 8 | Scholarships..... | 3 |
| 9 | Chancellor Robert Hope Memorial Prize..... | 5 |
| 10 | Roles & Responsibilities..... | 6 |
| 11 | Version Control and Change History..... | 7 |
| | Attachment 1: UOW Prize Agreement Template..... | 8 |



1 Purpose of the Procedure

1. This procedure supports the UOW Student Prizes and Scholarships Policy and provides assistance and direction to UOW staff that are involved in the establishment, management or execution of:
 - a. UOW Prizes or Scholarships
 - b. Faculty or School prize events
 - c. Payments to UOW students in receipt of UOW Prizes or Scholarships
 - d. Relationships with UOW Prize or Scholarship Sponsors or Donors

2 Definitions

| Word/Term | Definition (with examples if required) |
|----------------------|--|
| Academic excellence | High achievement in an individual subject or across a specified range of subjects. |
| Course | A program of study consisting of a combination of subjects and other requirements, whether leading to a specific higher education award or not. |
| Donor | A person or entity that donates funding for a prize or scholarship where there is no material benefit or advantage received by the person or entity making the donation. |
| Eligible Student | A person who meets the eligibility criteria for the relevant prize or scholarship. |
| Eligibility criteria | The standards and benchmarks that all students must fulfil in order to be eligible for a prize or scholarship. |
| Equity groups | The groups identified and supported by the University on equity grounds, including, but not limited to; <ul style="list-style-type: none">• Aboriginal and Torres Strait Islander People• People from a family with a low income• People with a disability• Men, women and people of other genders in areas where a gender is traditionally under-represented• People whose first language is not English• People who care for someone with a disability• People from a rural or isolated area |
| Originator | The UOW Faculty, unit or individual proposing a prize or scholarship. |
| Recipient | A student who has been made an offer for and has received written receipt of a |

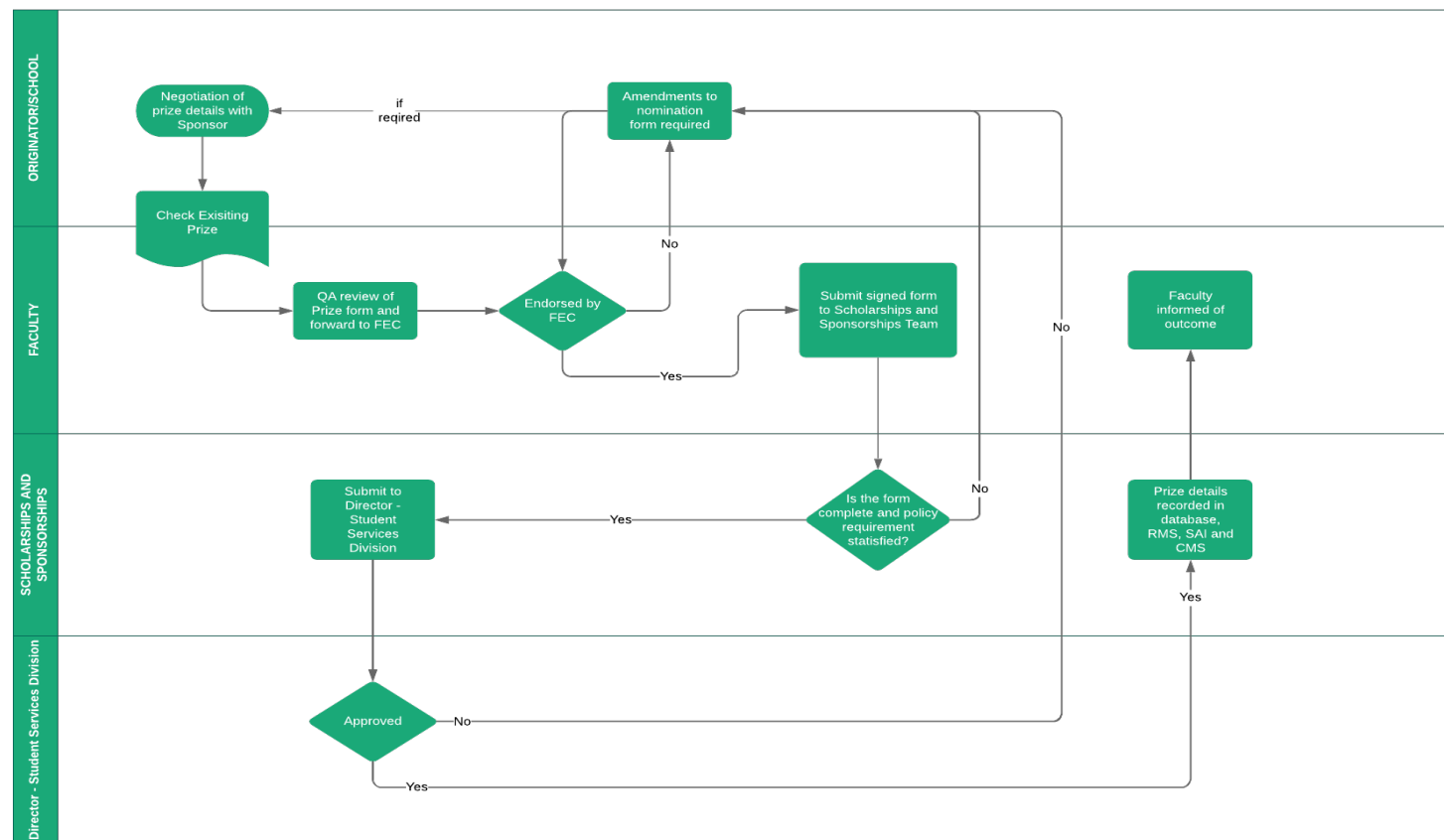


| | |
|---|---|
| | prize or scholarship. |
| Scholarship | An award selected on merit to recognise excellence (including but not limited to academic excellence) or equity group, in accordance with selection criteria, to assist a student to undertake or complete a program of study at UOW. |
| Selection criteria | The standards and benchmarks used to rank applicants and select University prize or scholarship recipients. |
| Sponsor | A person or entity that provides funding for a prize or scholarship in return for agreed specified benefits. |
| Student | A person enrolled to study or registered for a course. |
| Weighted average mark (WAM) (by credit point) | <p>An average mark determined using one of the methods specified in the Coursework Rules.</p> <p>The weighted average mark for each student shall be calculated as the average of the marks, weighted according to credit point value, gained in all subjects attempted by the student for which a result has been determined and declared. Unless otherwise specified, the WAM calculation method used for student prizes is SMP WAM7.</p> |
| University Prize | A Prize awarded to a student wholly or substantially in recognition of academic merit on their part during their UOW studies. A sponsored UOW Prize must hold an annual prize value of \$250 or more and an agreed prize term of four years or more. |



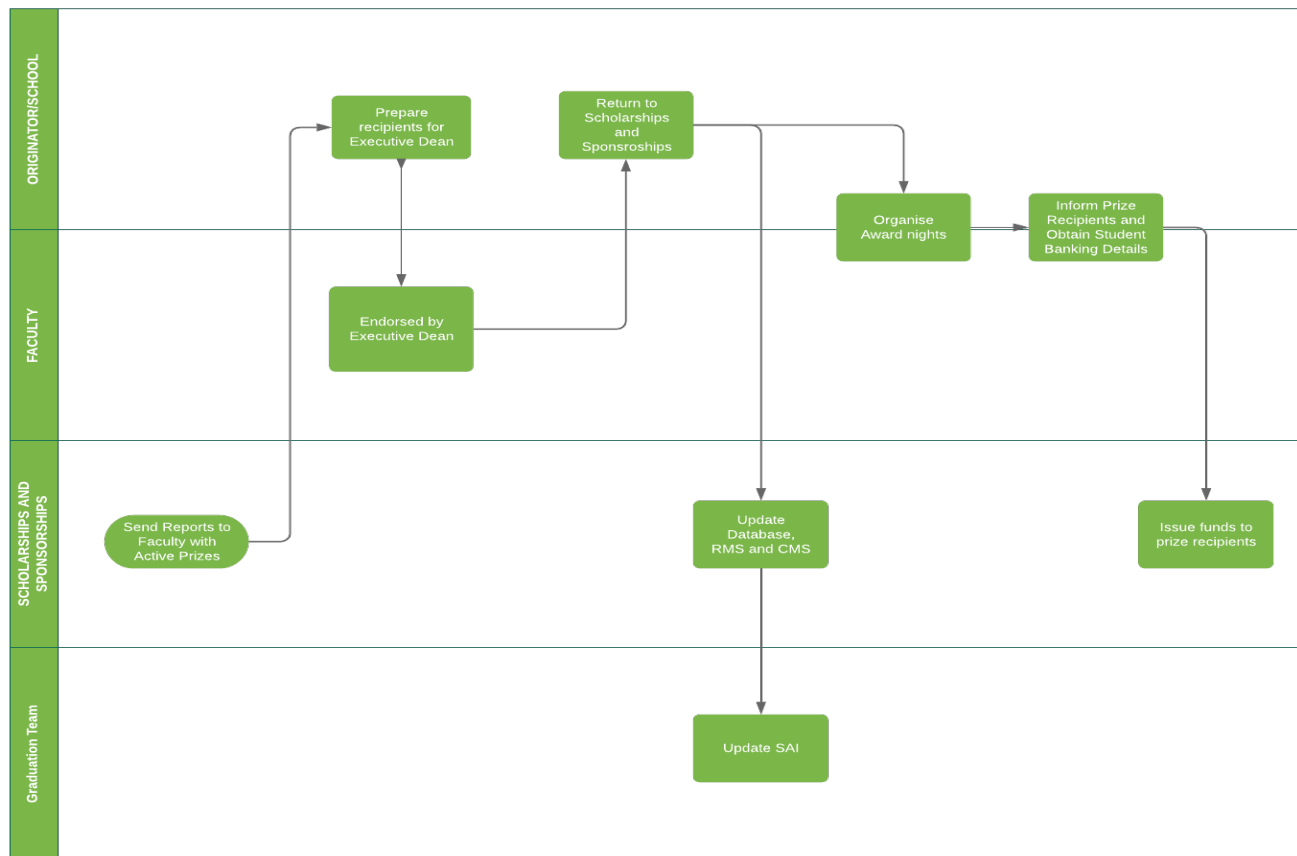
3 Flowcharts

1. Establishing a UOW Prize



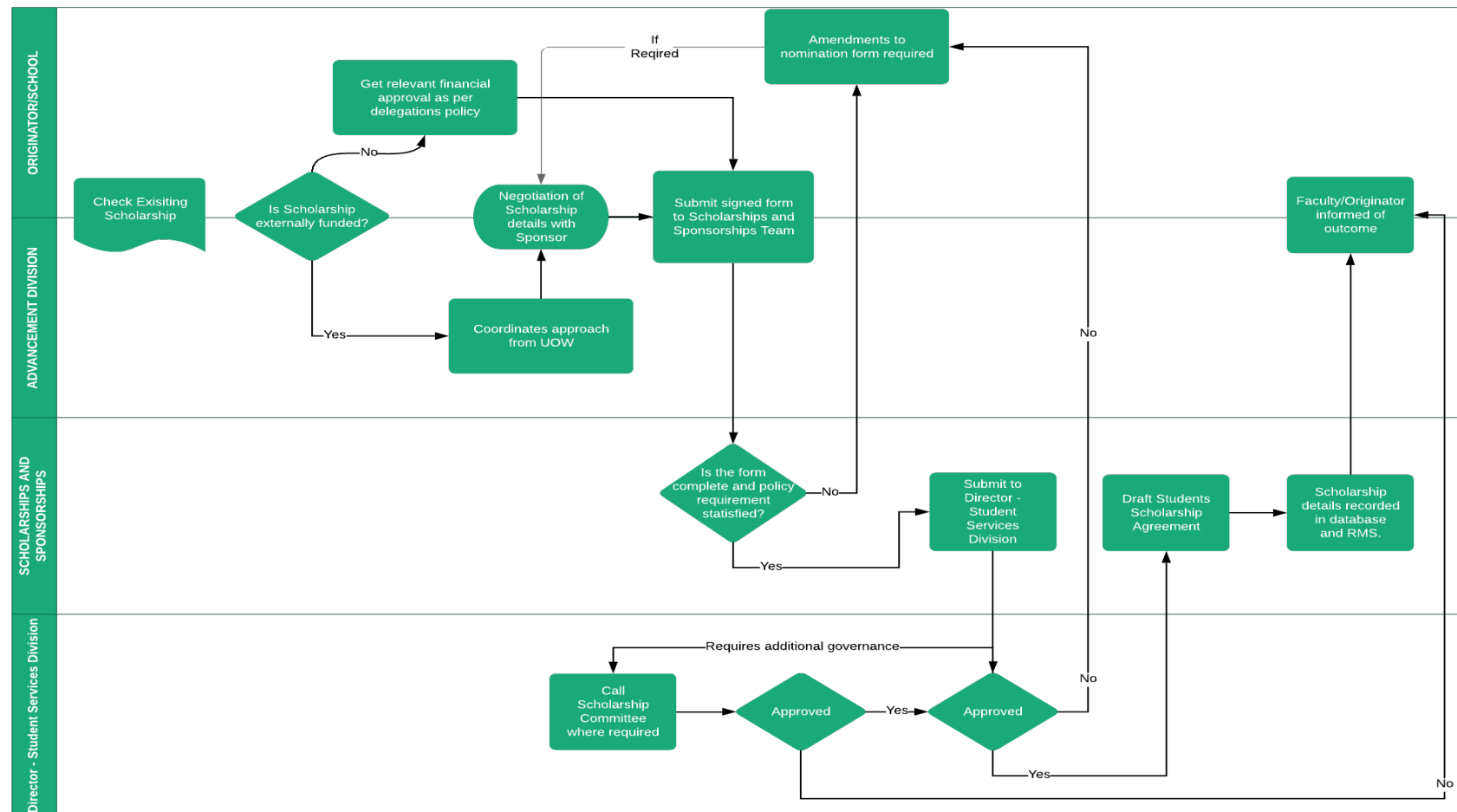


2. Awarding a UOW Prize





3. Establishing a Scholarship



4 Instructions

1. These procedures provide users with clear instruction into the roles and responsibilities of Faculty, Scholarship and Sponsorships team, Student and Accommodation Services Division and Advancement Division staff in relation to student prize and scholarship processes.
2. Non-compliance with this procedure may impact on prize and scholarship recipients failing to receive financial or academic recognition for their achievements.

5 UOW Prizes

Establishment, amendment and renewal of UOW Prizes

1. UOW Prizes are negotiated with sponsors and donors at a Faculty or Divisional level. The sponsors or donors needs and expectations should be identified early in the negotiations as this may impact on the approval of the prize. Completing the Prize Agreement Template, form, found on the intranet, will provide sponsors, donors and the University with a clear understanding of what the expectations are within the exchange.
2. Prize Originators are to complete a 'University Prize, New and Amendment Form' to have a request assessed. Originators can contact the Scholarships and Sponsorships team or review the information on the UOW Prizes and Scholarships Moodle Site (PROJ006_19) to obtain up to date details on the status of current UOW Student Prizes and to correctly identify UOW Prize details. This information will assist Prize Originators when completing forms.
3. Completed forms shall be submitted through the Faculty's or Division's internal governance process, for example Faculty Executive Committee (FEC), to be endorsed in the first instance. A signed form from an authorised FEC member is required prior to the prize request being submitted to the Scholarships and Sponsorships team and all details on the form must be clearly legible.
4. Prize forms are to be scanned and submitted to the designated email address, prizes-direct@uow.edu.au.
5. The Scholarships and Sponsorships team will ensure the details on the form are correct and that the naming conventions are consistent with the guidelines found in the UOW Prize Naming Conventions, section 5.4, of this procedure document.
6. Where prize requests do not meet the UOW Student Prizes and Scholarships Policy, justification on the decision to proceed with the prize request must be discussed with the prize Originator and clear notes obtained.
7. Once the Scholarships and Sponsorships team are satisfied with the completed form, the Director – Student and Accommodation Services Division will assess the prize form. Of particular concern will be the appropriateness of the University to be linked with the sponsor.
8. If approved, the Scholarships and Sponsorship team will create the prize details in SAI, update information on the UOW Prizes and Scholarships Moodle Site and notify the Originator of the outcome. If declined, the Scholarships and Sponsorship Team will notify the Originator of the reasons to allow for further information to be obtained and where applicable resubmission through the process outlined in section 5.1 clauses one to five.

Awarding of UOW Prizes

9. In the interest of efficiency and if in agreement with the Faculties and Schools, the Scholarships and Sponsorships team will obtain relevant data from the Information Management Unit based on the prize criteria and eligibility provided on the prize forms.

10. The Scholarships and Sponsorships team will obtain data relating to academic achievement only, including where criteria other than academic achievement is used to identify prize recipients.
11. The data will be sent to Originators for review and UOW Prize winners will be determined by Originators and approved by the Faculty Executive Dean.
12. UOW Prize recipient details will be provided by each Faculty to the Scholarships and Sponsorships team for Moodle and database management. This provides all Faculties the ability to obtain up to date information from one source.
13. The Graduations Team will update SAI with UOW Prize winners as provided by the Scholarships and Sponsorships team.
14. Faculty and School Prize Events remain the sole responsibility of the Faculty or School.
15. Upon notifying prize recipients of their UOW Prize achievement, the Faculty or School are to obtain the banking details of the prize recipient for future processing.
16. The Scholarships and Sponsorships team will disburse funds to UOW Prize Recipients after a Faculty or School Prize event.
17. Originators are responsible for managing any funds relating to UOW Prize Sponsors or Donors.
18. Originators will ensure that sponsors use the University's brand and identity in conformity with the Production of Marketing Material and Use of UOW Brand Policy.

Prize Administration

19. University Prizes are to be reviewed by the Originator at least once every four years. After each review, the Originator must make a recommendation to the delegated authority on whether the University prize should continue (in its current form or in a modified form) or be deleted. The delegated authority will review all recommendations. The Scholarships and Sponsorships team will monitor and report on prizes due for review to assist in this process.
20. An existing University Prize may be amended at any time.
21. A University Prize will be disestablished if it is not reviewed within four years of being established, or four years from the last review. Consultation with the UOW Prize Originators will occur prior to disestablishing a prize.
22. All current University Prizes will be listed on the University Prizes database maintained by the Scholarships and Sponsorships team.
23. Faculty Prize websites will be updated bi-annually by the Scholarships and Sponsorships team.

UOW Prize Naming Conventions

24. A consistent naming system for UOW Prizes assists all Faculties, Units and Teams within UOW to efficiently manage UOW Prizes. The relationship between Faculty or School and Sponsor or Donor will direct the naming of UOW Prizes although it is recommended that prize names contain meaningful information and are structured in a way to maintain the professional image of the University and the importance of the prize. Where possible, use of abbreviations and subject codes should be avoided, and a description of the achievement should be included.
25. The following examples will assist Originators in the process of deciding on a UOW Prize name:
 - a. (Company Name) Prize For Excellence in (Subject Name) i.e. ACME Pty Ltd Prize for Excellence in Introduction to Anatomy and Physiology I.
 - b. (Company Name)(Field or Area) (Type of Prize/Prize) i.e. – Acme Creative Writing Memorial Prize

- c. (Place)- (Subject Code/Subject Name) Prize e.g. First Place – Engineering Project Two Seminar Prize
- d. (Company Name) Prize (For/In) (Subject Name) e.g. ACME Pty Ltd Prize for Introduction to Management.
- e. (Company Name) (Subject Name) (First/Second Prize) e.g. ACME Introduction to Management - First Prize.
- f. Discipline Prize in (Discipline) (Year) e.g. Discipline Prize in Environmental Engineering Second Year.

Company name can be changed for person's/group of people's name.

26. Avoid the following UOW Prize Names as there is a lack of information as to what the student achievement was.
- a. (Company name) Prize. Acme Prize
 - b. Acme Excellence Prize
 - c. Biology Prize

In the previous instances additional information could add some significance to the prize name.

6 Executive Dean's Merit List

1. The Executive Dean of each Faculty is responsible for determining which students are to be included on Executive Dean's Merit Lists having regard to the eligibility criteria specified in section 6 of the UOW Prize and Scholarships Policy.

7 University Medals

1. University Medals will be awarded in accordance with section 7 of the UOW Student Prize and Scholarships Policy.
2. University Medal candidates are considered based on a completed nomination form and relevant supporting documentation submitted to the Faculty Assessment Committee prior to Executive Dean approval.
3. The University Medal Nominations Panel will comprise:
 - a. the Pro Vice-Chancellor (Students) as Chair;
 - b. the Associate Dean (Education) of each Faculty; and
 - c. the Chair of Academic Senate; or
 - d. delegated representatives of the above positions as required.

8 Scholarships

Establishing a Scholarship

Donor Funded Scholarships

1. The Advancement Division, as part of the approval process, shall be contacted by the Scholarship and Sponsorships team if:
 - a. the scholarship is being nominated/ renegotiated; and
 - b. is funded by an external organisation or donor.

2. Scholarships are negotiated with donors at a Divisional level. The sponsor's or donor's needs and expectations should be identified early in the negotiations as this may impact on the approval of the scholarship. Completing the Scholarship nomination form found on the intranet, will provide sponsors, donors and the University with a clear understanding of what the expectations are within the exchange.
3. The nomination form must be completed, authorised by the relevant financial delegate and the Director of Advancement then forwarded to the Scholarships and Sponsorships team via email to scholarships-direct@uow.edu.au. The Scholarships and Sponsorships team will assess the Scholarship nomination form to confirm that all information is correct and that the Scholarship meets policy requirements.
4. Following approval by the Director, Student and Accommodation Services Division, the Scholarships and Sponsorships team will advise the Originator that the scholarship has been approved.

UOW Funded Scholarships

5. Scholarships being nominated by UOW, the Originator is required to obtain the relevant financial approval. The nomination form must be completed then forwarded to the Scholarships and Sponsorships team via email to scholarships-direct@uow.edu.au.
6. Following approval by the Director, Student and Accommodation Services Division, the Scholarships and Sponsorships team will advise the Originator that the scholarship has been approved.

Referral to Scholarship Committee

7. Where the terms of the scholarship require additional governance the Director of Advancement Division and the Director of Student and Accommodation Services Division will call a scholarship committee. Additional stakeholders will be included at the discretion of the Directors.
8. The purpose of the committee is to have a discussion for the purpose of the scholarship and to ensure that it is aligned to UOW strategic objects and within policies and legislation.
9. Key outcomes of the committee will be communicated to the donor of the scholarship and other stakeholders of the University.

Advertising

10. The Scholarships and Sponsorships team advertise opportunities via the UOW Scholarships internet site.
11. The Scholarships and Sponsorships team will work with relevant Faculty Staff, the Student Recruitment Division and Strategic Marketing and Communications Unit to promote and advertise the scholarship.

Shortlisting and selection process

12. Selection of a recipient of a scholarship or grant must be based on the published selection criteria for the specific scholarship and may be made by an interview selection panel.
13. A scholarship will not be awarded if there is no applicant that has demonstrated sufficient merit, or met the selection criteria.
14. Selection of a recipient can be done via:
 - a. Application only
 - b. Application and interview.

Interview Selection Panel composition

15. A selection panel must constitute a minimum of three members.

16. All members of the selection panel must be UOW employees, with the exception of a sponsor representative if appropriate.
17. For Work Integrated Learning or Corporate Scholarships, a sponsor may form part of the selection panel for their scholarship or grant, but may only represent one member on the panel and cannot be the panel chair.
18. While interviews are the most common selection technique used to determine a candidate's suitability, assessment of candidate's application is also used as a selection technique.

Offer

19. All scholarship offers will be made in writing. Student Scholarship terms and conditions will be sent to recipients, and recipients must acknowledge and indicate agreement with the terms and conditions via returned documentation to accept the scholarship.

Eligibility checking

20. The Scholarships and Sponsorships team will conduct routine eligibility checking for each scholarship against the specific requirements outlined in the nomination paperwork.
21. Eligibility checks will be conducted prior to;
 - a. awarding any scholarship; and
 - b. any payment being made
22. Reports of students not meeting eligibility requirements will be forwarded to the Originator/Business Owner for a decision to suspend, continue or terminate the scholarship.

Payments

23. Scholarship payment provisions will be outlined in the Student Scholarship terms and conditions. Payment options can include but are not limited to:
 - a. Direct to the recipient,
 - b. Applied directly to the students tuition fees, or
 - c. Directly to Accommodation Services.

9 Chancellor Robert Hope Memorial Prize

1. The recipient receives the Robert Hope Medal inscribed with the recipient's name and Faculty. The recipient receives a cheque for \$7000, or an amount determined by the University Council by resolution. In addition \$3000 is paid directly by the University to a charity or community organisation nominated by the recipient and approved by the Selection Committee. The organisation must be endorsed as a Deductible Gift Recipient by the Australian Taxation Office.
2. The University Council is responsible for approving the successful candidate(s), on the recommendation of the Selection Committee. The membership of the Selection Committee is stipulated in the Student Prizes and Scholarships Policy.
3. The Selection Committee will assess all applicants against the Eligibility Criteria specified under the Student Prize and Scholarships Policy.
4. The Selection Committee will short-list up to four candidates for interview. The interviewees will be ranked by the Committee and the Prize winner will be recommended for approval by the University Council.

5. A member of the Selection Committee will advise the Prize winner of their success as soon as the University Council has approved the recommendation. Unsuccessful short-listed applicants will also be advised of the outcome by a member of the Committee.
6. The Robert Hope Memorial Prize is to be awarded at the graduation ceremonies.
7. The Scholarships and Sponsorships team will maintain the UOW Chancellor Robert Hope Memorial Prize Webpage.

10 Roles & Responsibilities

1. The roles and responsibility of UOW staff is consistent with Section 10 of the UOW Student Prize and Scholarships Policy.

11 Version Control and Change History

| Version Control | Date Effective | Approved By | Amendment |
|-----------------|---|------------------------------|--|
| 1 | 17 June 2019 | Chief Administrative Officer | This procedure informs users of the process to apply, modify and cancel UOW Prizes and Scholarships and manage UOW Prizes events based on the UOW Student Prize and Scholarships Policy. |
| 2 | 1 January 2020 (Approved 10 June 2020) | Chief Administrative Officer | Administrative amendments to reflect the rescission of General Course Rules replaced by Coursework Rules. |
| 3 | 18 December 2020 | Chief Operating Officer | Administrative amendments to reflect divisional and faculty realignments. |

Attachment 1: UOW Prize Agreement Template

INSTRUCTIONS ON USE OF TEMPLATE

DO NOT FILL IN THIS PAGE

DETAILS SECTION

| DETAILS | |
|---------------------------------|---|
| PARTIES | |
| UOW | UNIVERSITY OF WOLLONGONG (ABN 61 060 567 686) of Northfields Avenue, University of Wollongong, NSW 2522 |
| SPONSOR/DONOR | <p>Name: [INSERT FULL NAME] [INSERT ABN/ACN] A legal entity can be a company, person, incorporated association or partnership. A trading name or business name is NOT a legal entity A company can have an ACN or an ABN; a person or partnership can have an ABN– if in doubt, contact LSU as we can run a search for you.</p> <p>Address: [INSERT ADDRESS] This should be the business’ registered street address. Do not use a PO Box.</p> |
| PARTICULARS | |
| NAME OF UOW PRIZE | [INSERT NAME OF UOW PRIZE] |
| UOW PRIZE DURATION | [INSERT TIME PERIOD EG. 4 YEARS OR LONGER] |
| YEAR UOW PRIZE COMMENCES | [INSERT YEAR FIRST UOW PRIZE WILL BE ISSUED] |
| AREA OF STUDY | [INSERT DEGREE/FIELD OF STUDY] Insert N/A if not relevant |
| FACULTY | [INSERT RELEVANT FACULTY/FACULTIES] Insert N/A if not relevant |
| ELIGIBILITY REQUIREMENTS | [INSERT RELEVANT ELIGIBILITY REQUIREMENTS IE OPEN TO ALL ACCY111 STUDENTS] Insert N/A if not relevant |
| CRITERIA FOR PRIZE | [INSERT THE AGREED CRITERIA FOR THE UOW PRIZE TO BE AWARDED EG. FIRST PLACE IN ACCY111] |
| MINIMUM PERFORMANCE REQUIREMENT | [INSERT THE MINIMUM LEVEL OF ACHIEVEMENT REQUIRED FOR THE PRIZE TO BE AWARDED RELEVANT ELIGIBILITY REQUIREMENTS IE OPEN TO ALL ACCY111 STUDENTS] Insert N/A if not relevant |
| NUMBER AVAILABLE PER ANNUM | [INSERT TOTAL NUMBER OF UOW PRIZES ON OFFER] |
| FUNDS | <p>Value per annum per student: [INSERT INDIVIDUAL UOW PRIZE VALUE EACH YEAR]</p> <p>Total value per annum: [INSERT TOTAL VALUE OF UOW PRIZE EACH YEAR]</p> <p>Total value of UOW Prize(s) over duration: [INSERT TOTAL VALUE Ie. Per annum \$ x Duration x Number of Students]</p> |

| CONTACT DETAILS | |
|---|--|
| SPONSOR'S/DONOR'S REPRESENTATIVE | Name: [...] Insert the name of the person who will be the Postal address: [...] Sponsor/Donor's contact and that person's contact Email: [...] details Phone: [...] |
| UOW'S REPRESENTATIVE | Name: [...] Insert the name of the person who will be the Postal address: [...] UOW contact and that person's contact details Email: [...] Phone: [...] |

INSTRUCTIONS ON USE OF TEMPLATE

DO NOT FILL IN THIS PAGE

TERMS AND CONDITIONS

The Terms and Conditions of this UOW Prize Agreement template are locked to prevent unapproved changes being made.

If you or a Sponsor/Donor would like changes to the Terms and Conditions part of this template, please submit a request to Legal Services at legal-enquiry@uow.edu.au

ATTACHMENT (IF ANY) TO THE UOW PRIZE AGREEMENT

The attachment contains the current minimum requirements on which a UOW Prize is awarded.

This page may be updated should the requirements change without sending the Agreement back to Legal Services.

Please make sure that all documents are sent to the Sponsor/Donor for execution. If the Attachment is missing, the Agreement may be incomplete and therefore ineffective.

ARRANGING SIGNATURE OF THIS AGREEMENT

PLEASE REMOVE THESE FIRST TWO INSTRUCTION PAGES BEFORE SENDING THE AGREEMENT TO THE SPONSOR/DONOR

The simplest way to arrange signature is to:

1. Convert the completed word document into a pdf and then remove the first two instruction pages.
2. Send the PDF of the completed agreement (plus Attachment) to the Sponsor/Donor.
3. Ask the Sponsor/Donor to print off TWO copies including attachments, sign both copies, and send both copies back to UOW for countersignature.
4. The UOW delegate will then sign both copies.
5. UOW then keeps one fully signed copy, and sends the other back to the Sponsor/Donor.

Should the Sponsor/Donor or UOW wish to terminate the agreement, please contact LSU via legal-enquiry@uow.edu.au

Prize Agreement

| DETAILS | |
|--|--|
| PARTIES | |
| UOW | UNIVERSITY OF WOLLONGONG (ABN 61 060 567 686) of Northfields Avenue, University of Wollongong, NSW 2522 |
| SPONSOR/DONOR | Name: INSERT FULL NAME (INSERT ABN/ACN) Address: INSERT ADDRESS |
| PARTICULARS | |
| NAME OF UOW PRIZE | INSERT NAME OF UOW PRIZE |
| UOW PRIZE DURATION | INSERT TIME PERIOD EG 4 YEARS OR LONGER |
| YEAR UOW PRIZE COMMENCES | INSERT YEAR FIRST UOW PRIZE WILL BE ISSUED |
| AREA OF STUDY | INSERT DEGREE/FIELD OF STUDY |
| FACULTY | INSERT RELEVANT FACULTY/FACULTIES |
| ELIGIBILITY REQUIREMENTS | INSERT RELEVANT ELIGIBILITY REQUIREMENTS IE OPEN TO ALL ACCY111 STUDENTS |
| CRITERIA FOR PRIZE | INSERT THE AGREED CRITERIA FOR THE UOW PRIZE TO BE AWARDED EG. FIRST PLACE IN ACCY111 |
| MINIMUM PERFORMANCE REQUIREMENT | INSERT THE MINIMUM LEVEL OF ACHIEVEMENT REQUIRED FOR THE PRIZE TO BE AWARDED RELEVANT ELIGIBILITY REQUIREMENTS IE OPEN TO ALL ACCY111 STUDENTS |
| NUMBER AVAILABLE PER ANNUM | INSERT TOTAL NUMBER ON OFFER |
| FUNDS | <p>Value per annum per student: INSERT INDIVIDUAL UOW PRIZE VALUE EACH YEAR</p> <p>Total value per annum: INSERT TOTAL VALUE OF UOW PRIZE EACH YEAR</p> <p>Total value of UOW PRIZE(s) over duration: INSERT TOTAL VALUE Ie. Per annum \$ x Duration x Number of Students</p> |
| CONTACT DETAILS | |
| SPONSOR'S REPRESENTATIVE | Name: ... Postal address: ... Email: ... Phone: ... |
| UOW'S REPRESENTATIVE | Name: ... Postal address: ... Email: ... Phone: ... |

TERMS AND CONDITIONS

1. DEFINITIONS

All capitalised terms used in this Agreement are defined in clause 13 or in the Details.

2. TERM

2.1 This Agreement will:

- (a) commence on the date upon which the last Party signs this Agreement; and
- (b) continues until one month after all Funds are fully paid unless terminated earlier in accordance with this Agreement.

3. UOW PRIZE

3.1 The Sponsor/Donor agrees to provide the Prize to UOW in accordance with the Details, Terms and Conditions and attachments (if any) of this Agreement.

3.2 Except as otherwise agreed, the terms on which each UOW Prize is awarded by UOW will, at a minimum, incorporate the requirements set out in Attachment A.

3.3 The Parties will conduct themselves in a professional manner, practising integrity, respect, honesty and responsibility at all times throughout the UOW Prize selection process and management of each UOW Prize.

4. PROCESS

4.1 General

The process for awarding each UOW Prize, including closing dates, information made available to Applicants and selection criteria for the application process will be agreed between the Sponsor/Donor and UOW.

4.2 Advertising

Where agreed upon:

- (a) UOW will be responsible for advertising the UOW Prize.
- (b) The UOW Prize will be advertised via numerous forms of media.

4.3 Selection and Award Process

- (a) UOW Prize recipients will be awarded based on the agreed conditions and criteria.
- (b) UOW Prize recipients will receive their prize or acknowledgement of their prize at the relevant UOW Faculty or School Awards ceremony.

4.4 Notification

- (a) UOW will be responsible for notifying each UOW Prize recipient.
- (b) UOW will notify the Sponsor/Donor of the Recipient for each UOW Prize.

5. FUNDING

5.1 Provision of Funds

- (a) The Sponsor/Donor will provide the Funds for each UOW Prize to UOW according to the payment schedule outlined in Attachment A.
- (b) Where UOW issues an invoice, it must be paid to UOW within 30 days, in the manner directed by UOW.
- (c) The Sponsor/Donor must not pay Funds to a Recipient directly.

5.2 Management of Funds

UOW will:

- (a) pay the Funds received from the Sponsor/Donor directly to each Recipient; and
- (b) not retain any portion of the Funds for administrative costs.

6. NO EMPLOYMENT RELATIONSHIP

6.1 The Sponsor/Donor cannot require a Recipient to commit to employment as a condition of receiving the UOW Prize.

6.2 If the Sponsor/Donor wishes to offer a Recipient any employment, any agreement pertaining to that employment is between the Recipient and the Sponsor/Donor.

7. PRIVACY

7.1 The Sponsor/Donor acknowledges that UOW must comply with the Privacy Laws in respect of Personal Information received or held in connection with this Agreement.

7.2 The Sponsor/Donor agrees to comply with the Information Protection Principles in relation to the Personal Information it holds in connection with this Agreement whether or not the Sponsor/Donor is bound by the Privacy Laws.

7.3 The Sponsor/Donor must:

- (a) only use Personal Information of each Recipient held or controlled by it in connection with this Agreement for the purposes of fulfilling its obligations under this Agreement;
- (b) take all reasonable measures to ensure that Personal Information of each Recipient in its possession or control in connection with this Agreement is protected against loss and unauthorised access, use, modification or disclosure; and
- (c) ensure that any person who has access to any Personal Information of a Recipient is made aware of their obligation to observe the Information Protection Principles and other obligations referred to in this clause.

8. INTELLECTUAL PROPERTY

The Sponsor/Donor agrees that it will not claim any interest in

any Intellectual Property generated by a Recipient.

9. TERMINATION

- 9.1 Either Party may terminate this Agreement by giving the other Party at least 90 days written notice
- 9.2 Either Party may terminate this Agreement if:
- the other Party commits a breach of this Agreement; and
 - the defaulting party fails to correct such breach or default within 14 business days (or such other longer time period specified in a notice) of receiving notice specifying such breach or default.
- 9.3 In the event of termination under clause 9.1:
- the Sponsor/Donor will continue to pay Funds for each Recipient until the UOW Prize duration expires; and
 - neither UOW nor a Recipient will be required to refund any Funds already paid to UOW or a Recipient.
- 9.4 In the event of termination by the Sponsor/Donor under clause 9.2, any Funds already paid to UOW but not yet paid by UOW to the Recipient at the effective date of termination, may, at the option of the Sponsor/Donor, be refunded to the Sponsor/Donor.
- 9.5 In the event of termination by the UOW under clause 9.2, neither UOW nor a Recipient will be required to refund any Funds already paid to UOW or a Recipient.
- 9.6 Termination of this Agreement does not affect any claim that a Party may have against the other Party.

10. NOTICES

- 10.1 A Party giving notice or notifying under this Agreement must do so in English and in writing or by Electronic Communication:
- directed to the other Party's Representative at the other Party's address (as set out in the Details and as varied by any notice); and
 - hand delivered or sent by prepaid post or Electronic Communication to that address.
- 10.2 A notice given in accordance with clause 10.1 takes effect:
- if hand delivered, on delivery;
 - if sent by prepaid post, on the second business day after the date of posting (or on the seventh business day after the date of posting if posted to or from a place outside Australia); or
 - if sent by Electronic Communication, at the time that would be the time of receipt under the *Electronic Transactions Act 1999* (Cth),
- but if the delivery, receipt or transmission is not on a business day or is after 5.00pm on a business day, the notice is taken to be received at 9.00am on the next business day.

11. DISPUTE RESOLUTION

- 11.1 If a dispute arises out of, or relates to this Agreement, a Party may not commence any court proceedings relating to the dispute unless that Party has complied with this clause, except where the Party seeks urgent interlocutory relief.
- 11.2 A Party claiming that a dispute (“**Dispute**”) has arisen under

this Agreement must give written notice to the other Party specifying the nature of the Dispute.

- 11.3 On receipt of that notice, the Parties must endeavour to resolve the Dispute expeditiously using informal dispute resolution techniques such as mediation or determination or similar techniques agreed by them.
- 11.4 If the Parties do not agree within 5 business days of receipt of the notice referred to above (or such further period as agreed in writing by them) as to:
- the dispute resolution technique and procedures to be adopted;
 - the timetable for all steps in those procedures; and
 - the selection and compensation of the independent person required for such technique,

then the Parties must mediate the Dispute in accordance with the Mediation Rules of New South Wales, and the nominee of the President of the Law Society of New South Wales will select the mediator and determine the mediator's compensation.

12. GENERAL

- 12.1 *Assignment*: The Sponsor/Donor must not assign or transfer any of its rights or obligations under this Agreement to any person without the prior written consent of UOW.
- 12.2 *Governing Law*: This Agreement shall be governed by the laws of the State of New South Wales and the Parties submit to the jurisdiction of the courts of that state.
- 12.3 *Counterparts*: This Agreement may be executed in separate counterparts, and all those counterparts together constitute one agreement.
- 12.4 *Legal Costs*: Each Party shall be responsible for its own legal fees and costs in connection with the preparation, negotiation and execution of this Agreement.
- 12.5 *Severability*. If any provision of the Agreement should be held to be invalid in any way or unenforceable, the remaining provisions shall not in any way be effected or impaired, and this Agreement shall be construed so as to most closely give effect to the intent of the Parties as it was originally executed.
- 12.6 *Waiver*: Waiver of any provision of or right under this Agreement:
- must be in writing signed by the Party entitled to the benefit of that provision or right; and
 - is effective only to the extent set out in any written waiver.
- 12.7 *Entire Agreement*. The Details, these Terms and Conditions and any attachments constitute the entire agreement between the Parties with respect to its subject matter and supersede all prior agreements and understandings between the Parties in connection with this Agreement.
- 12.8 *Survival*. The following clauses survive expiry or termination of this Agreement:
- clauses 5.1(b), 5.1(c) and 5.2 (funds);
 - clause 7 (privacy);
 - clause 8 (intellectual property);
 - clauses 9.3 to 9.6 (effects of termination);
 - clause 10.1 (notices);

- (f) clause 11 (dispute resolution);
- (g) clause 12.2 (governing law); and
- (h) clause 12.8 (survival).

- (a) in the case of UOW, the contact outlined as UOW Representative in the Details; and
- (b) in the case of the Sponsor/Donor, the contact outlined as Sponsor's/Donor's Representative in the Details.

13. DEFINITIONS

- 13.1 Terms used in the first column of the Details have the meanings attributed to them in the second column of the Details;
- 13.2 “**Agreement**” means this document including these Terms and Conditions, the Details and any attachments.
- 13.3 “**Details**” means the particulars of the Agreement as outline in the details sections on the first page of this Agreement
- 13.4 “**Electronic Communication**” means:
 - (a) a communication of information in the form of data, text or images by means of guided and/or unguided electromagnetic energy; or
 - (b) a communication of information in the form of speech by means of guided and/or unguided electromagnetic energy, where the speech is processed at its destination by an automated voice recognition system.
- 13.5 “**Information Protection Principles**” has the meaning given to it in the *Privacy and Personal Information Protection Act 1998* (NSW);
- 13.6 “**Intellectual Property**” includes all industrial and intellectual property rights including but not limited to:
 - (a) copyright, future copyright, patents, trade/business or company names, registered and unregistered trade marks, registered and registrable designs, trade secrets, know-how, rights in relation to circuit layouts and all other rights of intellectual property as recognised by the law in force in New South Wales;
 - (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and
 - (c) any improvement to any of the rights in paragraph (a).
- 13.7 “**Party**” means UOW or the Sponsor/Donor and “**Parties**” shall mean both of them.
- 13.8 “**Personal Information**” means personal information as defined in the *Privacy and Personal Information Protection Act 1998* (NSW); and health information as defined in the *Health Records and Information Privacy Act 2002* (NSW).
- 13.9 “**Privacy Laws**” mean:
 - (a) *Privacy and Personal Information Protection Act 1998* (NSW);
 - (b) *Health Records and Information Privacy Act 2002* (NSW);
 - (c) any legislation (to the extent that such legislation applies to UOW or the Sponsor/Donor or any other recipient of the Personal Information) from time to time; and
 - (d) any ancillary rules, guidelines, orders, directions, directives, codes of conduct or other instruments made or issued there under, as amended from time to time.
- 13.10 “**Recipient**” means a UOW Student who has been awarded a UOW Prize.
- 13.11 “**Representative**” means:

***** GO TO NEXT PAGE *****

EXECUTED as an Agreement

EXECUTED for and on behalf of
UNIVERSITY OF WOLLONGONG (ABN 61 060 567 686)
by its authorised delegate

Name of Authorised Delegate → _____

Signature of Authorised Delegate → _____

Name of Witness → _____

Signature of Witness → _____

Date of Signature → _____

WHERE THE SPONSOR/DONOR IS A COMPANY

EXECUTED for and on behalf of
COMPANY NAME (AND A.C.N)
Pursuant to section 127(1) of the Corporations Act 2001

Name of Director → _____

Signature of Director → _____

Name of Director/Company Secretary → _____

Signature Director/Company Secretary → _____

Date of Signature → _____

WHERE THE SPONSOR/DONOR IS A SOLE TRADER OR INDIVIDUAL

EXECUTED BY
NAME OF SOLE TRADER/INDIVIDUAL AND ANY ABN SOLE TRADER/INDIVIDUAL IS TRADING AS

Signature of Sponsor/Donor → _____

Date of Signature → _____

ATTACHMENT A

1. Minimum Requirements for the Award of the UOW Prize

INSERT THE PRIZE ELIGIBILITY DETAILS. WHAT ARE THE CONDITIONS TO ISSUE THE UOW PRIZE.

a. The UOW Prize Recipient must:

2. Payment Schedule

INSERT PAYMENT PLAN AND/OR DETAILS. INCLUDE HOW PAYMENT WILL BE RECEIVED AND TIMEFRAME FOR ISSUING INVOICES IF THEY WILL BE ISSUED.

3. Additional Information

Recipients must provide the following additional information with their application:

a. INSERT ADDITIONAL REQUIREMENTS OR N/A

4. Advertising Statement

INSERT THE AGREED ADVERTISING STATEMENT APPROVED BY STRATEGIC MARKETING AND COMMUNICATIONS UNIT AND IF REQUIRED ADVANCEMENT DIVISION.