



University of  
South Australia



UniSA Business is AACSB and  
EFMD (EQUIS) accredited.

# ABORIGINAL AND TORRES STRAIT ISLANDER MBA SCHOLARSHIP

## APPLICATION FORM AND TERMS OF AGREEMENT



Artist: Rikurani

# ABORIGINAL AND TORRES STRAIT ISLANDER MBA SCHOLARSHIP APPLICATION FORM

**100% of MBA tuition fees covered<sup>^</sup>**

**The University of South Australia is committed to championing leadership diversity, business growth, sustainable economic development and prosperous communities in our State with the Aboriginal and Torres Strait Islander MBA Scholarship.**

Demonstrating our commitment to leadership diversity, we are proud to offer the Aboriginal and Torres Strait Islander MBA Scholarship, working in partnership with employers.

The scholarship enables Aboriginal Australians to undertake our 5-star MBA program, to advance and transform their management career and prepare them to think, and act, as a global business leader.

Organisations who partner with us on this initiative show their commitment to addressing cultural diversity gaps in leadership, help grow the aboriginal talent pipeline and foster positive economic growth for the Nation.

## **How does it work?**

The Aboriginal and Torres Strait Islander MBA Scholarship is offered by UniSA in partnership with employers, matching contributions of 50% of MBA tuition fees, to cover the scholarship recipient's full MBA tuition costs.

To maximise success, employers are required to provide flexibility in working arrangements to support study, a career mentor and supportive career pathway options, in addition to the financial contribution.

## **Submission**

Applications must be submitted in conjunction with the complete MBA application, at least three weeks prior to the commencement of the relevant intake study period, in January, April, June or September.

Applications will only be considered complete if all essential criteria for the Aboriginal and Torres Strait Islander MBA Scholarship and the entry requirements for the MBA are met.

## **Application Process**

1. Nominated Employees to submit scanned or electronically signed copy of the completed Aboriginal and Torres Strait Islander MBA Scholarship Application Form to [mba@unisa.com.au](mailto:mba@unisa.com.au)
2. Nominated Employees must also complete a formal MBA application accessible via [unisa.edu.au/mba/apply-now](https://unisa.edu.au/mba/apply-now)
3. Nominated Employees will be invited to attend an interview with UniSA's Aboriginal and Torres Strait Islander MBA Scholarship Selection Panel
4. The sponsoring employer may be contacted to discuss the application
5. Nominated Employees will receive a written notification from UniSA to verify the outcome of their application
6. Upon receiving written confirmation, successful applicants can then enrol in the MBA courses.

<sup>^</sup> When UniSA and an employer each contribute 50% of tuition fees or \$21,600 over 4 years. Correct as at 2017 and may change. See terms and conditions.

## SECTION 1: Eligibility Checklist

### 1.1 MBA Entry Requirements

Nominated Employee meets entry requirements for the MBA program

**Yes**

**No**

To be eligible for entry into the UniSA MBA program and the Aboriginal and Torres Strait Islander MBA Scholarship, candidates will have a relevant combination of formal qualifications and managerial experience. To be considered for entry into the program, Nominated Employees will be required to demonstrate:

- A minimum of three years full-time management experience (including experience in supervision and financial management) AND a recognised university undergraduate degree or equivalent professional qualifications;
- OR
- A minimum of seven years full-time management experience (including experience in supervision and financial management) and either a Graduate Certificate or Graduate Diploma in Business Administration (or an equivalent qualification) from the University of South Australia, or another recognised university.

## Aboriginal and Torres Strait Islander MBA Scholarship

### 1.2 Essential Nominated Employee Criteria

*The application will only be considered if a 'Yes' response is indicated for all essential criteria listed below.*

Nominated Employee has been nominated by a sponsoring employer

**Yes**

**No**

Nominated Employee is of Aboriginal descent, identifies as Aboriginal and is accepted as such by the community in which the Nominated Employee formerly or currently lives.\*

**Yes**

**No**

Nominated Employee has demonstrated potential for a senior leadership role in the sponsoring employer's organisation^

**Yes**

**No**

### 1.3 Additional Consideration Criteria

*In line with UniSA's equity values, those Nominated Employees who address the following criteria will be given special consideration.*

Nominated Employee or employer can demonstrate why financial support is required in order to undertake MBA studies.^

**Yes**

**No**

\* Nominated Employees must be able to submit a personal confirmation of Aboriginality, recognised within their own incorporated community organisation and be signed by the appropriate signatory under their Common Seal. Statutory Declarations may also be used as proof of Aboriginality.

^ To be addressed by Nominated Employee and/or employer in Selection Criteria Statement, Section 1.4.



## **SECTION 2: Nominated Employee Details**

Organisation \_\_\_\_\_

Position Title \_\_\_\_\_

Family Name \_\_\_\_\_

Given Names \_\_\_\_\_

Date of Birth \_\_\_\_\_

Postal Address \_\_\_\_\_  
\_\_\_\_\_

Suburb \_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_

Telephone W ( ) H ( ) M ( ) \_\_\_\_\_

Email \_\_\_\_\_  
\_\_\_\_\_

## **SECTION 3: Sponsoring Employer Details**

Organisation \_\_\_\_\_

Postal Business Address \_\_\_\_\_

Sponsoring Employer Name \_\_\_\_\_

Position Title \_\_\_\_\_  
\_\_\_\_\_

Suburb \_\_\_\_\_ State \_\_\_\_\_ Postcode \_\_\_\_\_

Telephone W ( ) H ( ) M ( ) \_\_\_\_\_

Email \_\_\_\_\_

## SECTION 4: UniSA Aboriginal and Torres Strait Islander MBA Sponsorship Agreement

<b>Parties</b>	<p>University of South Australia (ABN 37 191 313 308) of City West Campus, 55 North Terrace, Adelaide South Australia 5000 (UniSA).</p> <p><i>and</i></p> <p>Name of Sponsor _____</p> <p>ABN / ACN _____</p> <p>of Address _____</p> <p style="text-align: center;"><i>(the Sponsor)</i></p> <p><i>and</i></p> <p>Name of Nominated Employee _____</p> <p>of Address _____</p> <p style="text-align: center;"><i>(the Nominated Employee)</i></p>
<b>Agreement</b>	<p>UniSA and the Sponsor wish to work together to promote gender equity in leadership. The Sponsor agrees to sponsor the Nominated Employee to complete an MBA Program and UniSA agrees to accept the Nominated Employee, and contribute to the fees associated with participation in the MBA Program, subject to:</p> <p>A. the Nominated Employee satisfying the eligibility criteria for ordinary admission to the MBA Program, as set out in Schedule A to this agreement (<b>MBA Entry Requirements</b>); and</p> <p>B. the terms set out below and in the attached document headed <b>General Terms</b>. The General Terms form part of this agreement.</p>
<b>Details</b>	<p>Unless otherwise stated in the General Terms all capitalised terms in COLUMN 1 of the Details have the meaning given in COLUMN 2.</p>
<b>COLUMN 1</b>	<b>COLUMN 2</b>
<p><b>Commencement Date</b></p> <p>(Nominated Employee's intended date of enrolment)</p>	
<b>Agreement End Date</b>	Up to four years from the date of enrolment
<b>Sponsorship Amount</b> (clause 2.1)	50% of the MBA tuition fees*

\*Fees are subject to an annual increase

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<b>UniSA Contribution</b> (clause 3.2)	50% of the MBA tuition fees*
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## SECTION 5: General Terms of agreement

### 1. Interpretation

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#### 1.1 Definitions

The following definitions apply in this agreement:

**Business Day** means any day other than:

- (a) a Saturday, Sunday or public holiday in Adelaide, South Australia; or
- (b) 27, 28, 29, 30 or 31 December during any year of the Term.

**Commencement Date** means the date specified in the Details or if no date is specified in the Details, the date on which this agreement was executed by all parties.

**Course** means a course of study that forms part of the UniSA MBA Program.

**Confidential Information** means information in any form or medium that is not Excluded Information and that relates to the past, present or future operations or affairs of the disclosing party or its controlled entities and which:

- (a) the disclosing party makes the receiving party aware is considered by the disclosing party to be confidential; or
- (b) is by its nature confidential or the receiving party knows or ought to know is confidential.

Confidential Information may be acquired before, on or after the Commencement Date. Confidential Information includes information about the employees or students of the disclosing party.

**Details** means the details set out on the cover pages of this agreement.

**Due Date** means the date on which Fees are due for the relevant Course.

**Excluded Information** means information that the receiving party can establish is in the public domain other than through a breach of this agreement or information which the disclosing party is required by law to disclose.

**Fee** means the total fee for each Course undertaken as part of the MBA Program by a Nominated Employee.

**Governance Requirements** means the rules, policies and procedures applicable to students of UniSA from time to time.

**Insolvency Event** means the happening of any of the following events:

- (a) an application is made to a court for an order or an order is made that a body corporate be wound up;
- (b) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of a body corporate or one of them is appointed whether or not under an order;
- (c) a receiver, receiver and manager or controller is appointed or takes possession in respect of any part of the property of a body corporate;
- (d) an administrator is appointed to a body corporate under sections 436A, 436B or 436C of the Corporations Act 2001 (Cth);
- (e) a body corporate enters into, or resolves to enter into a deed of company arrangement, a scheme of arrangement or composition with, or assignment for the benefit of all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;
- (f) a body corporate resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so;
- (g) a body corporate is or its directors state that it is unable to pay its debts as and when they become due and payable;
- (h) a body corporate is presumed to be insolvent within the meaning of section 459C(2) of the Corporations Act 2001 (Cth);
- (i) a judgment is entered against a body corporate for a sum in excess of \$20,000 and remains unsatisfied or unappealed for a period of 15 days;
- (j) a person becomes an insolvent under administration as defined in section 9 of the Corporations Act 2001 (Cth) or action is taken which could result in such an event; or
- (k) anything having a substantially similar effect to any of the events specified above happens under any law or any applicable jurisdiction.

**Nominated Employee** means an employee of the Sponsor who meets the MBA Entry Requirements, has been nominated by the Sponsor, and approved by UniSA to be sponsored under this agreement for enrolment in an MBA Program.

**Scholarship Application** means the *Aboriginal and Torres Strait Islander MBA Scholarship Application Form and Terms of Agreement* document.

**Sponsorship Conditions** means any clauses outlined in this agreement.

**Term** means the period commencing on and from the Commencement Date up to and including the Agreement End Date.

**MBA Program** means the Masters of Business Administration program from UniSA to be completed part time over a maximum period of four years.

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## 1.2 Rules for interpreting this agreement

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this agreement, except where the context makes it clear that a rule is not intended to apply:

- (a) A reference to:
  - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) a document or agreement (including this agreement), or a provision of a document or agreement (including this agreement), is to that document, agreement or provision as amended, supplemented, replaced or novated;
  - (iii) a party to this agreement or to any other agreement or document includes a successor in title, permitted substitute or a permitted assign of that party;
  - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
  - (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) A reference to dollars or \$ is to an amount in Australian currency.
- (g) A rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it.
- (h) If a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.
- (i) The Nominated Employee is only a party to this agreement for the purposes of fulfilling its obligations and covenants in clause 12 of this agreement, and no reference to a party in this agreement shall be read as a reference to the Nominated Employee.

## 2. Sponsorship Responsibilities

### 2.1 Nominated Employee

- (a) It is the responsibility of the Nominated Employee to ensure they must meet the following requirements, prior to submitting their application:
  - (i) satisfaction of the MBA Entry Requirements;
  - (ii) satisfaction of Aboriginal and Torres Strait Islander MBA Scholarship criteria;
  - (ii) demonstrated their potential for senior leadership to their employer.

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### 2.2 Employer/Sponsor Responsibilities to Nominated Employee

- (a) The sponsor must provide the Sponsorship Amount, being 50% of the tuition fees for the Nominated Employee, payable at



such intervals as set out in clause 2.3 of this agreement.

- (b) The Sponsor must support their Nominated Employee to complete their MBA Program, including by:
- (i) facilitating the Nominated Employee, as best as possible, in attending classes and completing their study obligations, including allowances for study time to complete course assessments;
  - (ii) pairing the Nominated Employee with in-house mentors/sponsors to assist them in completing the MBA Program;
  - (iii) working with the Nominated Employee to develop a post-MBA Program career pathway; and
  - (iv) where the Nominated Employee undertakes elective courses or changes to the Courses in the MBA Program that carry additional costs to ordinary UniSA Course fees, the Sponsor agrees to pay all of those additional costs, including but not limited to:
    - (1) for the Company Directors Course: payment of AICD membership fees; and
    - (2) for an International Study Tour: travel costs to and from the tour location.

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### **2.3 Sponsoring Payments**

UniSA will invoice the Sponsor for the Sponsorship Amount for the Courses in which each Nominated Employee is enrolled. The invoiced amount must be paid on or before the Due Date for each Course.

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## **3. Responsibilities of UniSA**

### **3.1 Nominated Employee MBA Enrolment**

UniSA will admit successful Nominated Employees into the MBA program in the relevant study period, which will mark the commencement of the scholarship and partnership term, between the University and the Employer.

### **3.2 UniSA Contribution**

- (a) UniSA will contribute the UniSA Contribution toward the Fees of each Nominated Employee. The UniSA Contribution for the Courses in which the Nominated Employee is enrolled will be contributed each time the Sponsor pays an invoiced amount.
- (b) Should the Sponsor cease to sponsor the Nominated Employee for any reason, the UniSA Contribution will correspondingly cease. In such cases, full responsibility for the residual balance of the Fees payable for the MBA Program will be assumed by the Nominated Employee.

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## **4. Responsibilities of Nominated Employee**

All other fees and expenses associated with the Nominated Employee's participation in the MBA Program, including:

- (i) late fees, library fines and textbooks; and
- (ii) travel to and from the UniSA or other premises at which the MBA Program is conducted.

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## **5. Conditions of UniSA contribution**

**UniSA may discontinue the UniSA Contribution for a particular Nominated Employee if that Nominated Employee:**

- (a) does not comply with UniSA Governance Requirements or student codes of conduct;
- (b) fails a Course and is unable to satisfy UniSA that there was just cause for that failure; for example, under UniSA's special consideration requirements; or
- (c) does anything that damages or is likely to damage the reputation of UniSA, including engaging in disparaging comments

regarding UniSA or its MBA Program.

## 6. Termination

### 6.1 Termination by either party

Either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party:
  - (i) breaches any provision of this agreement which is capable of being remedied and fails to remedy the breach within 30 days after receiving notice requiring it to do so;
  - (ii) breaches any provision of this agreement which is incapable of remedy;
  - (iii) suffers an Insolvency Event;
- (b) the Nominated Employee:
  - (i) is expelled, terminated or withdraws, from enrolment in the MBA Program prior to completing the requisite Courses;
  - (ii) receives any "Incomplete", "Fail 1", "Withdraw Fail", "Fail 2", "Fail" or "Withdraw Not Fail" for any Courses;
  - (iii) fails to complete the MBA Program within a period of four (4) years from the commencement date of the first Course in that MBA Program;
  - (iv) changes their course load or undertakes additional electives within the MBA Program, without the prior written consent of the Sponsor and UniSA;
  - (v) is, in the reasonable opinion of the party, not complying with the Sponsorship Conditions; or
  - (vi) ceases their employment with the Sponsor for any reason.

### 6.2 Termination by UniSA

UniSA may immediately terminate this agreement if UniSA considers the conduct of the Sponsor or a Nominated Employee is unacceptable or may prejudice the interests, good name or reputation of UniSA.

### 6.3 Consequences of termination

Upon termination of this agreement for any reason, UniSA shall not be liable to reimburse any proportion of the Sponsorship Amount, notwithstanding that it is in payment for a Course that has not been undertaken, or has only been partially undertaken, by the Nominated Employee as at the date of termination.

## 7. Public announcements

A public announcement in connection with this agreement or any transaction contemplated by it must be agreed by the parties before it is made, except if required by law in which case the party required to make an announcement must, to the extent practicable, first consult with and take into account the reasonable requirements of the other party.

## 8. GST

### 8.1 GST payable

Subject to clause 8.3, if GST is payable on the supply of any goods, services or thing by either party under this agreement the party receiving the supply must pay to the party making the supply on demand a sum equal to any GST payable by the supplier in respect of that supply.

### 8.2 Reimbursement

To the extent that one party is required to reimburse the other party for costs incurred by the other party, those costs do not include any amount in respect of GST for which the other party is entitled to claim an input tax credit.

### 8.3 Tax invoice

A party's obligation to pay an amount is subject to a valid tax invoice being delivered to that party.

### 8.4 GST wording

Words defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause 8.

## 9. Notices

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### 9.1 How to give an effective notice

A notice, consent or other communication under this agreement is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by pre-paid mail. If it is left at the addressee's address before 5.00pm on a Business Day it is taken to be received on that day. If it is left at the addressee's address on a day that is not a Business Day or after 5.00pm on a Business Day, it is taken to be received at 9.00am on the next Business Day. If it is sent by pre-paid mail, it is taken to have been received three Business Days after it is posted.

### 9.2 Addresses for notices

UniSA's address is MBA Enquiries, UniSA Business, GPO Box 2471 Adelaide, SA 5001 Australia (postal), or mba@unisa.edu.au (email). The Sponsor's address is that set out in Section 3. Either party may amend its address details by written notice to the other party.

## 10. Amendment and assignment

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### 10.1 Amendment

This agreement can only be amended or replaced by another agreement executed by the parties.

### 10.2 Assignment

UniSA may deal with its rights under this agreement without the consent of the Sponsor, and may disclose to any potential holder of the right or interest any information relating to this agreement or any party to it.

## 11. General

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### 11.1 Governing law

This agreement is governed by and construed in accordance with the laws of South Australia. The parties submit to the non-exclusive jurisdiction of the courts of South Australia.

### 11.2 Exercise of rights

The exercise of a right does not prevent any further exercise of that right or the exercise of any other right. Neither the exercise of a right nor a delay in the exercise of a right operates as an election or a variation of the terms of this agreement. Any waiver of a party's rights under this agreement must be made in writing to the other party.

### 11.3 Confidentiality

Each party agrees to keep confidential and to ensure its employees and agents keep confidential all Confidential Information. The Nominated Employee shall also keep the terms of this agreement confidential.

### 11.4 Operation of this agreement

- (a) This agreement, together with the Sponsorship Application, contains the entire agreement between the parties about its subject matter.
- (b) Any provision of this agreement which is unenforceable is, where possible, to be severed and the remaining terms and conditions are to remain in full force and effect, unless this would materially change the intended effect of this agreement.

### 11.5 Relationship

The parties acknowledge and agree that they are independent contractors. This agreement does not create a relationship of employment, trust, agency or partnership between the parties.

### 11.6 Counterparts

This agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument. No party will be bound by this agreement unless and until all counterparts are duly exchanged between the parties.

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### **11.7 Further assurances**

Each party shall take all steps, execute all documents, and do all acts and things as may be necessary or desirable to give effect to any of the transactions contemplated by this agreement.

## **12. Nominated Employee covenants and acknowledgements**

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### **In consideration for the payment of their Fees in association with the MBA Program, the Nominated Employee:**

- (a) acknowledges and agrees that they have read, understood and agree to comply with the above-mentioned terms and conditions upon which the Sponsorship Amount and UniSA Contribution are being applied to the Nominated Employee's participation in the MBA Program;
- (b) represents and warrants to the Sponsor and UniSA that information disclosed in their Scholarship Application is true, correct and complete;
- (c) acknowledges and agrees that they will be personally liable for the payment of any residual Fees for the MBA Program if this agreement is terminated, or the Sponsorship Amount or UniSA Contribution is ceased at any time, prior to the expiration of the Term; and
- (d) consents to their image, likeness and name being published by UniSA or the Sponsor in connection with the promotion of the

MBA Program and gender equity initiatives, which publication may be undertaken without further remuneration or payment.

## Schedule A

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### **MBA Entry Requirements**

To be considered for entry into the UniSA MBA program, Nominated Employees will be required to demonstrate:

- A minimum of three years full-time management experience (including experience in supervision and financial management) AND a recognised university undergraduate degree or equivalent professional qualifications;
- OR
- A minimum of seven years full-time management experience (including experience in supervision and financial management) and either a Graduate Certificate or Graduate Diploma in Business Administration (or an equivalent qualification) from the University of South Australia, or another recognised university.

## **SECTION 6: Declaration**

### **Nominated Employee Declaration**

I have read and understood the conditions of this application and declare that the information I have supplied about my circumstances is true and complete and acknowledge that should this information be found to be incorrect, any scholarship or grant awarded to me may be withdrawn. If further details are required to support this application, I authorise the University of South Australia to obtain this information from educational and other sources as required.

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Signature of Nominated Employee

Date

### **Sponsoring Employer Declaration**

I confirm the nominated Nominated Employee meets the eligibility criteria for the UniSA Aboriginal and Torres Strait Islander MBA Scholarship (as outlined in section 1.2). I acknowledge I have read, understood, and commit to requirements of the UniSA and Employer Aboriginal and Torres Strait Islander MBA Sponsorship Agreement.

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Signature of sponsor

Date

**Signed by University of South Australia:**

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MBA Director	Signature	Date
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Dean: Academic Services, UniSA Business	Signature	Date
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Witness or Authorised Project Officer	Signature	Date
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**Signed by Sponsor Organisation:**

(Company under s127 Corporation Act)

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Sponsor Organisation Name

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Sponsor Director (or equivalent)	Signature	Date
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Sponsor Witness or Authorised Officer	Signature	Date
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**Submit your completed application to:**

Post:

**MBA Enquiries**

UniSA Business  
GPO Box 2471  
Adelaide, SA 5001  
Australia

For more information visit

**[unisa.edu.au/mba](https://unisa.edu.au/mba)**

Make an enquiry

**[unisa.edu.au/enquiry](https://unisa.edu.au/enquiry)**

