

OPTOMETRY QUEENSLAND NORTHERN TERRITORY

RURAL PLACEMENT SCHOLARSHIP PROGRAM

TERMS & CONDITIONS

Updated September 2024

(1) GENERAL

- 1.1 Optometry Australia ACN 004 622 431 ("OA") is offering annual scholarships as part of its Optometry Queensland Northern Territory (OQNT) Rural Student Placement Scholarship program ("OQNT Rural Student Placement Scholarship") to support student participation in a Rural Placement.
- 1.2 This document outlines the terms and conditions for the OQNT Rural Placement Scholarship awarded and administered by OA.
- 1.3 In accepting an OQNT Rural Placement Scholarship from OA, you acknowledge that you have read and understand, and agree to comply with, these Terms and Conditions.
- 1.4 If you do not agree with these Terms and Conditions, please do not apply to be considered for, or accept, an OQNT Rural Placement Scholarship.

(2) OQNT RURAL STUDENT PLACEMENT SCHOLARSHIP ELIGIBILITY CRITERIA

- 2.1 To be eligible for an OQNT Rural Student Placement Scholarship, you must, at the time of your application and acceptance of a Scholarship offer:
 - 2.1.1 be a Student Member of Optometry Queensland Northern Territory at the date of acceptance of the Rural Placement Scholarship;
 - 2.1.2 be actively enrolled in the Queensland University of Technology (QUT) Master of Optometry course and currently performing at an adequate (minimum pass) level of academic achievement
 - 2.1.3 be committed to undertake a Rural Placement within the following year;
 - 2.1.4 have completed and complied with the relevant Application Process detailed in Schedule One; and
 - 2.1.5 not be in a position where a Conflict of Interest exists as detailed in clause (9).

(3) OQNT RURAL STUDENT PLACEMENT SCHOLARSHIPS - GENERAL

- 3.1 The purpose of the OQNT Rural Student Placement Scholarship is to provide opportunities for OQNT Student Members to participate in a **Rural Student Placement**. That is, a one-week full time placement within either a private optometry practice or alongside an optometrist based in QLD Health, in a MM 3 – MM 7 location in either Queensland or Northern Territory.
- 3.2 The OQNT Rural Student Placement Scholarship will
 - a. Be awarded to up to four Student Members per OQNT Rural Student Placement Scholarship round.
 - b. Support the Recipient(s) to undertake a rural-based placement, as outlined in their Application.
 - c. Be taken as one continuous journey, for no longer than a week.

(4) RECIPIENT ACKNOWLEDGMENT AND OBLIGATIONS

- 4.1 If you accept an OQNT Rural Student Placement Scholarship (**Recipient**), you must maintain your eligibility (in accordance with clause (2)), and you agree to comply with the following obligations for the duration of the Scholarship:
 - (1) Recipients must have approval from QUT to undertake their planned OQNT Rural Student Placement, and must provide written evidence of this permission if requested by OA;
 - (2) Recipients acknowledge that OA will not pay, or reimburse them for any loss of income for the duration of their OQNT Rural Student Placement Scholarship;
 - (3) Recipients must maintain their active enrollment at QUT, including an adequate (minimum pass) level of academic achievement;
 - (4) Recipients must ensure that they have appropriate and adequate medical and domestic travel insurance suitable for the nominated duration of the OQNT Rural Student Placement Scholarship;

- (5) Recipient must comply with all local laws of the region(s) they visit during their OQNT Rural Student Placement Scholarship.
- 4.2 Recipients acknowledge that when travelling, they are responsible for their own conduct and must not do or say anything that would bring OA's or OQNT's name or reputation into disrepute. Behaviour that results in the Recipient being arrested, having to appear in a court of law, causing their travel insurance or visa to be voided, or causing any part of their itinerary to be cancelled, are examples of conduct that will be sufficient cause for OA to terminate the Recipient's OQNT Rural Student Placement Scholarship with immediate effect and rely on its rights under these Terms and Conditions.
- 4.3 Recipients agree to participate in OA programs to promote OQNT Rural Student Placement Scholarships, and outcomes of their OQNT Rural Student Placement.
- 4.4 OQNT Rural Student Placement Scholarship recipients will be required to:
 - 4.4.1 Submit a 400-500 word news article within 30 days of completing the placement, overviewing their experience and key lessons learnt. This will be published in the Optometry Queensland Northern Territory SEE Mag and (with permission from the successful applicant) potentially carried across other Optometry Australia newsletters and publications. .

(5) RECIPIENT TRAVEL COSTS AND ALLOWANCES

- 5.1 **OQNT Rural Student Placement Scholarship Recipients:**
 - 5.1.1 Recipients will receive a scholarship allowance of up to a maximum of AUD\$3,000 to participate in the OQNT Rural Placement Scholarship Program ("Allowance"). The final allowance paid by OA will be based on the Recipient's Application and receipt of economy airfare, or motor vehicle use, accommodation, airport/train transfers, hire car and other related quotes. Upon approval by OA, the Recipient may:
 - (1) Purchase their own economy airfares, accommodation, transfers, hire cars and other requirements and then seek reimbursement from OA for these expenses, or
 - (2) provide quotes to OA and, OA will book and pay for these travel items direct.
 - 5.1.2 OA will allocate to the Recipient a daily allowance of up to \$50 per day to cover meals expenses. This will be allocated from the total Allowance.
 - 5.1.3 OA will not cover costs:
 - (1) incurred by the Recipient for expenses outside the approved OQNT Rural Student Placement itinerary unless approved by OA in writing.
 - (2) incurred by a companion or any other party travelling with the Recipient.
 - (3) incurred by the Recipient to participate in any personal travel, entertainment, sightseeing or any other tourism activity, or to purchase souvenirs or any item of a personal nature during the OQNT Rural Student Placement.
 - 5.1.4 OA will not cover costs over and above the Allowance. However:
 - (1) Recipients can apply in writing to OA for additional funds to cover any unexpected expenses that they have incurred during the OQNT Rural Student Placement. These funds will be paid during or after the OQNT Rural Student Placement on application to OA and on presentation of valid invoices and/or receipts and OA reserves the right to accept or reject paying for these additional expenses.
 - (2) Valid invoices and receipts for expenses referred to in 5.1.4(1) must be provided to and accepted by OA prior to reimbursement.
 - (3) At its sole discretion, OA may increase the scholarship Allowance based on the research project and itinerary nominated by the Recipient.

(6) INABILITY TO PARTICIPATE

- 6.1 **OQNT Rural Student Placement Scholarship Recipients**
 - 6.1.1 Unless nominated and agreed by OA, in their proposed itinerary nominated in their Application Process, Recipients of a OQNT Rural Student Placement Scholarship must complete their OQNT Rural Student Placement within 12 months of OA awarding the OQNT Rural Student Placement Scholarship and informing the recipient of the award.
 - 6.1.2 In the event that the Recipient is unable to complete their OQNT Rural Student Placement within this 12-month period, or within the timeframe nominated in their proposed itinerary and agreed to by OA, they must apply in writing to OA for an extension stating the reasons why they could not complete it and nominating a new timeframe for completion. OA reserves the right to either grant an extension or withdraw the scholarship.

- (1) Where an extension is granted, the Recipient must undertake the OQNT Rural Student Placement during this extension period as no further extensions will be granted, and the scholarship will be withdrawn.
- (2) Where the scholarship is withdrawn and the Recipient has already received a travel allowance from OA to cover any OQNT Rural Student Placement expenses, OA reserves the right to invoice the Recipient for the amount of money it has paid to the Recipient or on behalf of the Recipient, or any expense or loss that OA suffers or incurs because the Recipient fails to complete their OQNT Rural Student Placement or otherwise fails to comply with these terms and conditions.

(7) RECEIPT TAX OBLIGATIONS

7.1 Income tax:

7.1.1 Recipients acknowledge that:

- (1) They are responsible for collecting receipts and maintaining a record of expenses incurred during their OQNT Rural Student Placement Scholarship to assist them with their tax obligations.
- (2) They should seek independent advice with respect to their taxation obligations in relation to the participation in a OQNT Rural Student Placement Scholarship.

7.2 GST liability:

- 7.2.1 OQNT Rural Student Placement Scholarship Recipients acknowledge that there may be GST implications for allowances paid to Recipients who are self-employed or hold an ABN. Any GST liability will be borne by OA and will not affect the Scholarship fee allocated to the recipient.

(8) OA'S RIGHT NOT TO AWARD

- 8.1 Recipients of the OQNT Rural Student Placement Scholarship will be selected based on their Application and interview and OA's decision will be final.
- 8.2 OA reserves the right to impose additional criteria and obligations when offering a OQNT Rural Student Placement Scholarship to potential recipients.
- 8.3 OA reserves the right not to award a OQNT Rural Student Placement Scholarship where, in the opinion of OA, applicants do not meet the Eligibility Criteria, do not comply with the Application Process detailed in Schedule One, or where there is a Conflict of Interest in accordance with Clause (9).

(9) CONFLICT OF INTEREST

- 9.1 All Conflicts of Interest or potential conflicts of interest, must be declared during the Application Process, or declared as soon as reasonably possible after a Conflict of Interest becomes evident.
- 9.2 A Conflict of Interest arises:
 - 9.2.1 where an applicant may personally benefit, or be perceived to benefit, financially from receiving a OQNT Rural Student Placement Scholarship, over and above that of which the Scholarship is intended to provide.
 - 9.2.2 where an applicant receives funding, or applies for funding, from another other organisation or funding body to undertake the same OQNT Rural Placement Scholarship.
 - 9.2.3 where an applicant is undertaking other study/investigation projects or programs of a similar theme to that nominated by the applicant or nominated by OA.

(10) INTELLECTUAL PROPERTY

- 10.1 The Recipient agrees that all documentation forming any part of their application to participate in a OQNT Rural Student Placement Scholarship will become the property of OA and will be archived electronically by OA.
- 10.2 The Recipient assigns to OA all present and future copyright interests in any scholarly papers, case studies, editorials, stories, media releases or articles in accordance with clause 4.4 ("Papers") written or produced by or on behalf of the Recipient as a result of the Recipient's participation in a OQNT Rural Placement Scholarship.
- 10.3 The Recipient agrees to sign any other document or do any other acts required to perfect the complete assignment to OA of any present and future copyright interest that they have in the Papers.

- 10.4 The Recipient must offer OA any Papers written or produced by or on behalf of the Recipient to be published by OA in the first instance. OA reserves the right to review and to decide whether to publish the Paper. Where OA has decided not to publish the Paper, OA may at its sole discretion grant a licence to the Recipient to publish the Paper with a third-party publishing house. OA will retain ownership of the Papers regardless of whether the Papers are published.
- 10.5 The Recipient warrants that OA (and any assignee and/or licensee of OA) may reproduce the whole or any part of the Papers and make adaptations to or alterations to any part of the Papers and may reproduce any adaptations or alterations to it without acknowledgement that the Papers have been modified. For the avoidance of doubt, OA may modify the Papers to fit printed and electronic platforms.

(11) INDEMNITY

- 11.1 The Recipient agrees to:
- 11.1.1 Indemnify OA and its employees and agents and keep them harmless from any losses (including legal costs and expenses) arising from any claim or action against OA resulting from:
- (1) The Recipient's breach of any provision of these Terms & Conditions;
 - (2) Any willful, unlawful or negligent act or omission of the Recipient in connection with these Terms & Conditions.
- 11.1.2 To the extent permitted by law, OA shall not be liable to the Recipient for any special, indirect or consequential loss, loss of profits, use or goodwill or damage in respect of, arising out of or in connection with the acceptance of the OQNT Rural Student Placement Scholarship by the Recipient and these Terms & Conditions. The total liability of OA to the Recipient, whether in contract, tort (including negligence) or otherwise, for any loss or damage which may be suffered or which may arise in respect of the acceptance of the OQNT Rural Student Placement Scholarship by the Recipient and Terms & Conditions shall be limited to the total amount of the OQNT Rural Student Placement Scholarship

(12) TERMINATION OF SCHOLARSHIP

- 12.1 OA may terminate a Recipient's OQNT Rural Student Placement Scholarship with immediate effect, if, during the course of the OQNT Rural Student Placement Scholarship, the Recipient has:
- 12.1.1 breached these Terms and Conditions or any other conditions imposed by OA;
 - 12.1.2 breached any applicable law or regulation;
 - 12.1.3 ceased to be a Financial Member or
 - 12.1.4 by the Recipient's conduct, cause or may cause damage or disrepute to the reputation of OA.
- 12.2 If OA terminates the Recipient's OQNT Rural Student Placement Scholarship for the reasons set out in this clause (12), OA reserves the right to invoice the Recipient for all scholarship monies paid by OA to the Recipient or on behalf of the Recipient including any travel, administrative or other costs associate with the Recipient participating in the OQNT Rural Student Placement Scholarship.

SCHEDULE ONE: OQNT RURAL STUDENT PLACEMENT SCHOLARSHIP APPLICATION

PROCESS

GENERAL

To be considered for a OQNT Rural Student Placement Scholarship, all applicants must:

- (1) Meet the Eligibility Criteria defined in Clause 2 of the OQNT Rural Student Placement Scholarship Program Terms and Conditions
- (2) Complete the Application Process
- (3) Submit their application by the date and time nominated by OA
- (4) If invited, attend a face-to-face or video interview at a time and date nominated by OA
- (5) Agree to the OQNT Rural Student Placement Scholarship Program Terms and Conditions

OQNT RURAL STUDENT PLACEMENT SCHOLARSHIP APPLICATION

To apply for an OQNT Rural Student Placement Scholarship, you must complete a written application

responding to the criteria below and email to student@optometry.org.au by Friday 29th November. **2024.**

- (1) In no more than 400 words, detail your interest in undertaking a rural placement and your anticipated key lessons learnt.
- (2) In no more than 150 words, detail your planned placement, including location and anticipated length.
- (3) Provide your OQNT Member Number
- (4) Provide your preferred contact email address and phone number, and
- (5) Provide the names and contact details of two referees.