



- a. If a person submits a Form to apply to be considered for the award of the Menzies School Leader Fellowship (the Award) the person is an Applicant.
- b. By applying for the Fellowship and submitting a Form, the Applicant makes the acknowledgements and warranties set out, and accepts and agrees to be bound by these Terms and Conditions.
- c. The Applicant acknowledges and agrees that all information submitted by the Applicant in their Form must not, and the Applicant warrants that such information does not, infringe the copyright or other intellectual property rights of any person or organisation.
- d. The Applicant indemnifies the MFFG and Angela Mina Consulting against any claim made against MFFG or Angela Mina Consulting for any loss flowing from any authorised use or disclosure of the information contained in the Form submitted by the Applicant, including, but not limited to, losses arising from the infringement of the copyright or other intellectual property rights of any person or organisation.
- e. Subject to the Terms and Conditions of this document, MFFG may hold, use or disclose all or part of the information submitted by the Applicant in the Form, with any other Party, but only for purposes related to the Award.
- f. The Applicant grants MFFG a perpetual, royalty-free, non-exclusive, irrevocable and transferable licence to use or modify (including the right to sub-licence) any information or intellectual property in the Form, in whole or in part, for purposes related to the Award.
- g. Shortlisted finalists should be available for interview in February 2019 (specific times to be advised on selection as a shortlisted Applicant).
- h. Fellows are required to be available to travel to Melbourne for the Fellows & UoM Network of Schools Workshops and Awards Ceremony in February 2019 and other workshops as required over the three-year funding period.
- i. The Applicant acknowledges and agrees that all considerations, deliberations and decisions made by the Menzies Foundation in relation to the Fellowships and the Applicant's Form and application generally, including, but not limited to, the award of the Menzies School Leader Fellowship to selected Applicants, are final and not subject to review by any person, and the Menzies Foundation is under no obligation to disclose or communicate to or otherwise discuss with the Applicants, the considerations,

deliberations, reasons and decision making of the Menzies Foundation or the Selection Panel.

- j. Before the distribution of the Menzies School Leader Fellowship to successful Fellows, and in order to be eligible to receive the Award, the Fellow and the Fellow's school must sign an agreement from the Menzies Foundation that sets out all conditions for the Award of the Menzies School Leader Fellowship.
- k. This document has been prepared, and each Menzies School Leader Fellow will be awarded, without taking into account the objectives, needs, financial and taxation situation (Circumstances) of any particular Applicant or Fellow, and the consideration of such Circumstances are not a part of the Criteria. Accordingly, the MFFG and the Applicant acknowledge and agree that the Circumstances of each Applicant may differ and the Applicant should speak to an independent taxation or financial advisor as to the implications of receiving the Menzies School Leader Fellowship. MFFG is not liable to the Applicant for any financial (including taxation) or other implications which may arise from the Applicant's receipt of the Menzies School Leader Fellowship.
- l. MFFG may use, disclose and promote, and the Fellows must ensure that their schools acknowledge and agree that MFFG can use, disclose and promote, information about the Fellow and their school, and share the stories and any other information provided by them at any stage throughout the process contemplated under this document in various MFFG related material, including, but not limited to, promotional material, general media, online, social media, communication and marketing mediums (Materials).
- m. Each Fellow acknowledges and agrees that all copyright in the Materials vest and are owned by MFFG and that the Fellow and their school are not entitled to remuneration, royalties, or any other payment in respect to the use of the Materials by the MFFG.
- n. The Fellows may be required to attend a presentation of the Menzies School Leader Fellowship at their school to which persons, including, but not limited to local media, public personalities, and members of the Menzies Foundation and Melbourne Graduate School of Education, University of Melbourne will be invited to attend. An appropriate date and time for this presentation will be coordinated with the Fellow, subject to the commercial needs of the MFFG. Fellows may (at the discretion of the Menzies Foundation) also be required to do press interviews and photography to help promote the Fellowships.
- o. All personal information (as defined in the Privacy Act 1988 (Cth) (Personal Information) included in the Form and collected by the MFFG and UoM Network of Schools (and its members) in connection with the Fellowships is collected, and may be used or disclosed for the purposes of (i) assessing Applicants' applications, (ii) awarding Fellowships, (iii) administering, marketing and promoting the Fellowship program, (iv) awarding future Fellowships, (v) conducting research and development relating to the Fellowship Program or other programs of MFFG, (vi) any reasonably related purposes. Personal

Information, will otherwise be collected, used and disclosed by each MFFG member in accordance with its privacy policy. These policies can be found respectively at:

- p. Any waiving of the requirements contained in the document (including the Criteria) is at the discretion of the Menzies Foundation.
- q. By applying for the Fellowships, Applicants (i) discharge and release MFFG from all liabilities or claims of any kind arising from or in connection with the Fellowships, and (ii) indemnify MFFG from any claims arising from third parties in relations to the Applicant's participation in any stage or aspect of the Fellowships.
- r. To the extent permitted by law, the MFFG and their related entities and their respective directors, officers, employees and agents, exclude any and all liability for any:
 - i. loss or damage, whatsoever, which is suffered or sustained, in connection with any Applicant's participation in the Fellowships, or
 - ii. the receipt or use of the Fellowship by a Fellow or anyone participating in the use of the Fellowships with the Fellow.
- s. These Terms and Conditions may be modified at any time by MFFG at their sole discretion by giving notice to Applicants or Fellows (as the case requires).
- t. The document and the Fellowships shall be governed by the laws of Victoria and the MFFG and each Applicant and Fellow submits to the non-exclusive jurisdiction of the courts of Victoria.