Understanding Your Scholarship Agreement

The Legal Toolbox
Presentation Roadmap

- What are the objectives of this presentation?
- Why must I sign a Scholarship Agreement?
- What is this Agreement about?
- What are the obligations of the Government of Trinidad and Tobago (GoRTT)?
- What are my obligations?
- What happens if I abandon my studies?
- What happens when I complete my studies?
- What happens when I complete my service to the GoRTT?
- What happens if I serve less than my obligated time?
- Breach of the Scholarship Agreement
- Repayment
To give you a clear understanding of the nature of the Scholarship Agreement between you, your Guarantor and the GoRTT

To explain key terms and conditions of the Agreement

To highlight your legal obligations during your course of study

To discuss the consequences of a breach of the Agreement between you and the GoRTT
Why must I sign a Contract/Agreement?
The Scholarship Agreement represents:

- A legally binding promise between you the Scholar and the GoRTT to live up to certain obligations.

The intent of the Scholarship Agreement is:

- To provide financial assistance to the Scholar to allow you to pursue further studies.

- To ensure that Trinidad and Tobago has the required skills and competencies for continued development of our resource base.
Who are the Parties to this Agreement?

- The Government of Trinidad and Tobago [GoRTT]
- You, the Scholar
- Your Guarantor
What is this Agreement about?
What makes up the Agreement?

- Your legal obligations/promises
- The GoRTT’s legal obligations/promises
- A Student Authorisation Letter
- A Student Undertaking
- A Letter of Guarantee
The Scholarship Agreement

- This document contains all the obligations/promises between you and the GoRTT during and after your studies.

- It details most of the major particulars relevant to this arrangement and includes such important issues as funding, scholar do’s and don’ts, and *most importantly*, your obligation to serve; failing which you must repay the Government all money expended on your scholarship *plus interest*.

- It is therefore *critical* that you read and review this document together with your Parent/Guardian and/or other trusted advisor and seek clarification from the Scholarship and Advanced Training Division (SATD) *before* you sign.
The Student Authorisation

- This document authorises your Academic Institution to release any and all information relating to your course of study.
- This includes your academic transcripts.
The Student Undertaking

- This document represents your *personal legal undertaking* to the GoRTT.

- A Legal Undertaking is “a written promise offered as security for the performance of a particular act required in a legal action.”

- You agree to accept GoRTT employment on completion of your studies for the prescribed period of obligatory service; failing that you must repay the money expended by GoRTT with interest.

- You also declare that you are signing the Agreement of your own free will.
The Letter of Guarantee

- This document is signed by your Parent/Guardian and or other representative who will act as Guarantor for this Agreement.

- The Guarantee made by your Parent/Guardian/Representative is:
  - If you breach any of the clauses of the Agreement
  - OR
  - If you fail to serve the GoRTT

the Guarantor will repay the GoRTT the funds expended on your scholarship with interest.
What are the obligations of GoRTT?

- To pay your tuition and other compulsory fees and all applicable allowances.

- To offer you employment within three (3) months of your “reporting” upon the completion of your studies.

- In addition to its obligations, the GoRTT also reserves the right:
  - to publish information related to the administration of the scholarship;
  - to review/assess your overall compliance with the terms and conditions of the Scholarship Agreement, including your academic performance, to ensure that you are complying with the stated GPA requirements.
What are my obligations?

- Your obligations can be divided into do’s and don’ts.
- These obligations span from the beginning of your course of study until you have completely served your obligatory period or you have repaid the GoRTT with interest.
SCHOLAR DO'S
You are required:

- To diligently pursue your studies throughout your course of study.
- To obtain within the **stipulated time** or **any shorter period of time**, the qualification for which you were granted the Scholarship.
- To submit to the discipline, supervision and control of the Academic Institution you are attending.
- To maintain a Grade Point Average of **2.50** or its equivalent.
- To authorise GoRTT to have access to all information related to your course of study.
Non-Academic Obligations

You are required:

- To abide by the laws of the country where the Academic Institution is located.
- To maintain citizenship of Trinidad and Tobago.
- To notify SATD of any change in name or address.
- To report **in person** to the SATD on completion of your studies.
Most Importantly

- To contribute to national development by serving GoRTT, i.e., to take up employment with GoRTT.
SCHOLAR DON’TS
Academic Don’ts

DON’T:

- Abandon your course of study without prior written consent from the GoRTT
- Change your course of study without prior written consent from GoRTT
- Change your university without prior written consent from GoRTT
- Take up employment without prior written consent from GoRTT
- Accept any other scholarship, grant, bursary, financial aid, monetary award [from a foreign or local source] etc… without prior written consent from GoRTT
Other Don’ts

DON’T:

- Apply for residency status or apply for or acquire permanent residence/citizenship in any country other than Trinidad and Tobago.

- Participate in activities which are or are likely to be harmful or damaging to the reputation of Trinidad and Tobago and the GoRTT.

- Impede or frustrate the GoRTT’s attempts to offer or place you in employment.
What happens if you abandon your studies?

If you abandon your studies, the GoRTT can:

- Cease the payment of tuition and other compulsory fees to the university.
- Cease the payment of allowances to you.
- Demand the repayment of any and all monies spent up to the date of your discontinuance with interest.
What happens now that I have completed my studies?
ALL scholars are required to report in person to SATD.

When you come to “report” you must submit the required reporting documents to the SATD, which include:

- An Updated CV
- Two (2) references
- Academic Certificate
- Current transcript
- Letter stating availability for employment

The Reporting process is not completed until all required documents have been submitted.
Scholars studying locally

- You must report in person to SATD within fourteen (14) days of the completion of your course of study.

Scholars studying abroad

- You must report in person to SATD within one (1) month of the completion of your course of study.
# Obligatory Service

<table>
<thead>
<tr>
<th>Cost of Scholarship</th>
<th>Period of Obligatory Service</th>
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<tbody>
<tr>
<td>Up to $100,000</td>
<td>One (1) Year</td>
</tr>
<tr>
<td>Over $100,000 and up to $300,000</td>
<td>Two (2) Years</td>
</tr>
<tr>
<td>Over $300,000 and up to $400,000</td>
<td>Three (3) Years</td>
</tr>
<tr>
<td>Over $400,000 and up to $600,000</td>
<td>Four (4) Years</td>
</tr>
<tr>
<td>Over $600,000 and above</td>
<td>Five (5) Years</td>
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The GoRTT is supposed to offer you employment within three (3) months of reporting.

What happens if the GoRTT does not offer you employment within three (3) months?

- You must seek and remain in suitable employment in Trinidad and Tobago for the applicable Prescribed Period.

- “Suitable employment” is GoRTT employment in Trinidad and Tobago or employment that is approved, in writing, by the GoRTT, which the GoRTT views as consistent with the particulars of the course of study in which you were engaged.

- The GoRTT has thirty (30) days to consider and approve or reject your request.
The GoRTT may offer you employment after the three (3) month period has expired.

If at the time of the GoRTT offer, you are either unemployed or do not have an offer of suitable employment, you are required to accept this offer provided that offer is made during the applicable prescribed period of obligatory service.

You are required to provide to SATD, on a bi-annual basis for the full duration of the Prescribed Period, documentary evidence of your employment status.
What happens when I have served the required time?

- You would have fulfilled your contractual obligation and this will be communicated to you, in writing, by the GoRTT.

- This does not mean that you have to leave GoRTT employment at the end of your obligatory period.
What happens if I serve less than my obligated period?

- You will be required to repay the GoRTT the unserved portion of the funds expended on you with interest.
What constitutes a scholar breach?

- A breach is a failure by the scholar to abide by their contractual obligations.
- Where the scholar breaches the Agreement, the GoRTT will take appropriate legal action via the Attorney General’s Office.
There are two (2) situations where you would repay your scholarship:

- You could decide that you want to repay instead of serving.
- You may be required to repay because you have breached your scholarship agreement.

Your repayment will be the total sum expended on your scholarship plus interest at **7.75% per centum per annum** which is calculated from the first month of payment to you or on your behalf.

This sum must be paid either by you or your Guarantor.
THANK YOU
FOR YOUR TIME AND ATTENTION