



APNIC Fellowship Program

General Terms

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1. Definitions

1.1. In these General Terms

APNIC	means APNIC Pty Ltd ACN 081 528 010.
Conference	means a conference organized or supported by APNIC for which the Fellow has been selected to attend under the relevant Fellowship Program.
Fellow	means an individual who: <ul style="list-style-type: none">a) is currently selected by a selection committee to participate in an APNIC Fellowship Program; andb) has accepted these General Terms and the relevant Program Commitments via the weblink provided by APNIC.
Fellowship Program	means the APNIC Fellowship Program (including the General Fellowship Program and the Policy Fellowship Program) both of which support Asia Pacific Internet community members' participation in learning and development activities and attendance at APNIC conferences.
General Terms	means these Fellowship Program General Terms.
Program Commitments	means the relevant General Fellowship Program Commitments or the Policy Fellowship Program Commitments on the APNIC website.

2. Benefits for Fellow

2.1. Subject to these General Terms, APNIC will arrange and pay for:

- 2.1.1. a customized, project-based learning program delivered in small groups led by APNIC subject matter experts (SMEs);
- 2.1.2. on satisfactory completion of the learning program, a certificate of achievement;
- 2.1.3. economy class return flight tickets (or alternative transport tickets if necessary or more appropriate, such as train tickets for domestic travel) from the Fellow's flight (or other transport) departure location to the flight (or other transport) arrival location for the Conference;
- 2.1.4. twin-share shared accommodation for the Fellow for the duration of the Conference

(including breakfast and WiFi);

2.1.5. transport from the arrival location to the accommodation and from the accommodation to the arrival location;

2.1.6. any Conference registration fees and the registration fees for one of the Conference workshops and access to relevant Conference social events selected by APNIC.

2.2. The benefits set out in clause 2.1 will only be paid for by APNIC after the Fellow has provided APNIC with evidence, to the satisfaction of APNIC, that all required travel documents (and if requested by APNIC, travel insurance) have been obtained by the Fellow.

2.3. The Fellow is not permitted to determine the travel route or dates or change the itinerary. Any flight tickets, accommodation, and/or transport booked by the Fellow will not be reimbursed without the prior written approval of APNIC.

2.4. APNIC will pay the Fellow a fixed cash allowance (as determined by APNIC) for any incidental costs of attending the Conference.

2.5. On written request by the Fellow, APNIC will provide the Fellow with a formal invitation letter to attend the Conference to assist the Fellow to attend the Conference.

3. Responsibilities of Fellow

3.1. **Conference registration:** The Fellow will register to attend the Conference (and one workshop at the Conference).

3.2. **Travel documents:** The Fellow will arrange and pay for any visa and travel documents required to travel to the Conference by the Fellow's economy, any transit economy, and/or the economy in which the Conference is held (including a passport, which must have six months of validity remaining at the time of travel to the Conference (or such longer period required by any relevant authorities,)).

3.3. **Travel insurance:** Upon receiving notification by APNIC that the flight tickets have been booked, the Fellow will arrange to be covered by comprehensive travel insurance for the duration of the travel to and from the Conference, including, at a minimum, coverage for:

3.3.1. personal accident, sickness and medical expenses (unless travelling domestically);

3.3.2. cancellation expenses, loss of deposits, missed transport connections and over-booked flights;

3.3.3. lost, stolen or damaged baggage, electronic equipment, money, travel documents or other property; and

3.3.4. political or natural disaster evacuation.

3.4. If requested by APNIC, a Fellow will provide evidence, to the satisfaction of APNIC, that they have adequate travel insurance. On written request by the Fellow, APNIC will provide (if possible) documents to support their travel insurance claims.

3.5. **Participation:** The Fellow will attend the entire Conference and participate fully in all Fellowship Program activities before, during, and after the Conference as required by the Program Commitments.

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- 3.6. **Notice of non-attendance:** If the Fellow is unable to attend the Conference or otherwise participate in the Fellowship Program, they will notify APNIC in writing as soon as practicable.
- 3.7. **Conduct and compliance:** The Fellow will:
- 3.7.1. comply with all applicable laws and regulations of their economy and the economy to which the Fellow travels to attend the Conference;
 - 3.7.2. comply with the APNIC [Community Code of Conduct](#) and Conference Code of Conduct; and
 - 3.7.3. not do, or cause or permit to be done, anything which may disparage or bring into disrepute another Fellow, APNIC, or Conference sponsor, speaker or attendee.
- 3.8. **Health and Safety:** The Fellow will take reasonable steps to ensure that they are fit to travel. The Fellow is responsible for maintaining their personal health and safety during their travel to, and attendance in person at, the Conference. APNIC is not responsible for the personal health and safety of a Fellow. APNIC strongly recommends that the Fellow:
- 3.8.1. seeks guidance from their respective health authorities for any potential health risks in the Conference location to be visited; and
 - 3.8.2. receives, at their own expense, all recommended vaccinations before traveling.
- 3.9. **Application information:** The Fellow confirms that the information provided by the Fellow in its application for the Fellowship Program is true and correct.

4. Cancellation

- 4.1. If, for any reason, the Conference is cancelled:
- 4.1.1. APNIC may, in its discretion, consider the Fellow for the next Conference; and
 - 4.1.2. APNIC will not be liable to a Fellow for any costs incurred by the Fellow in relation to the Fellowship Program or attendance at the Conference.
- 4.2. If APNIC determines, at its sole discretion, to cancel the Fellow's travel to the Conference due to security or safety concerns, APNIC may, at its sole discretion, reimburse the Fellow for reasonable expenses incurred and paid for by the Fellow, including visa application fees and transport costs.

5. Failure to Comply with Terms

- 5.1. If a Fellow breaches any of its obligations under clause 3 of these General Terms (or APNIC finds that the Fellow's information referred to in clause 3.9 is not true and correct) or under the Program Commitments, APNIC may:
- 5.1.1. withhold a certificate of achievement;
 - 5.1.2. cancel any of the Fellowship Program funding and benefits;
 - 5.1.3. terminate its agreement with the Fellow under these General Terms and the Program Commitments; and/or

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- 5.1.4. require reimbursement of any expenses incurred by APNIC in relation to the Fellow's participation in the Fellowship Program.

6. Privacy and recording

- 6.1. APNIC will collect and process data, including personal information, in relation to the Fellowship Program in accordance with Australian laws and regulations and its [Privacy Statement](#).
- 6.2. APNIC will collect personal information to:
- 6.2.1. administer the Fellowship Program including processing a Fellow's application for an APNIC Fellowship and/or arranging travel bookings; and
 - 6.2.2. promote the Fellowship Program and a Fellow's participation in the Program (including on APNIC's website and social media accounts which are viewable from overseas).
- 6.3. The Fellow acknowledges and agrees that:
- 6.3.1. APNIC may share the Fellow's personal information with third parties as necessary to perform APNIC's obligations under these General Terms and the Program Commitments; and
 - 6.3.2. without this personal information, APNIC may not be able to process an application for the Fellowship or make travel bookings.
- 6.4. The Fellow acknowledges and consents to APNIC publishing the Fellow's gender (in group statistics and not on an individual basis), name, economy, and relevant background details on its website, social media accounts, and other services.
- 6.5. The Fellow acknowledges and agrees that APNIC may photograph, record (including audio and video), or otherwise capture the Fellow's participation in the Fellowship Program and the Conference. The Fellow grants APNIC a perpetual, royalty-free, non-exclusive licence to use, reproduce, publish, adapt and communicate those recordings, images and materials (including the Fellow's name, likeness and voice) for APNIC's legitimate purposes, including promoting the Fellowship Program and APNIC's activities, in any media worldwide. To the extent permitted by law, the Fellow waives any moral rights in those materials and consents to APNIC using them without further approval or compensation.

7. Liability and indemnity

- 7.1. Except as provided for in clauses 2.1 and 2.4, APNIC will not be liable for any costs, expenses or loss incurred by the Fellow arising out of or in connection with these General Terms, the Program Commitments, or the Fellowship Program, including but not limited to:
- 7.1.1. the lack of, or insufficient, travel insurance coverage;
 - 7.1.2. the loss of, or damage to, any personal belongings;
 - 7.1.3. the refusal or delay of any relevant authority to grant a visa or other necessary travel document;
 - 7.1.4. dietary requirements (noting that while APNIC works hard to cater to all dietary

requirements and tastes, in some locations and venues it is not possible to meet all requests); or

7.1.5. the Fellow being unable to return to their departure location for reasons beyond the control of APNIC (although APNIC may, in its sole discretion, reimburse the Fellow for reasonable, expenses incurred and paid for by the Fellow in these circumstances).

7.2. APNIC's maximum aggregate liability to a Fellow for any loss, damage, injury or any other claim arising out of or in connection with these General Terms, the Program Commitments or the Fellowship Program, including any breach of those terms, however arising is limited to the total amount of the costs set out in clauses 2.1 and 2.4 of the General Terms.

7.3. The Fellow indemnifies APNIC against any losses, liabilities, costs, charges or expenses and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by APNIC (except to the extent that they are attributable to APNIC's willful act or negligence) arising out of or in connection with any breach of the General Terms or Program Commitments by the Fellow.

7.4. Neither APNIC nor a Fellow will be liable for any indirect or consequential loss or damages arising as a result of the performance of, or failure to perform, the General Terms or Program Commitments.

7.5. APNIC will not be liable for any breach of its obligations under these General Terms or the Program Commitments due to circumstances outside of its control (and not in any way contributed to by APNIC) which prohibits APNIC's ability to perform or fulfil its duties and obligations under these General Terms.

8. Miscellaneous

8.1. The Fellow must not assign or transfer any of their rights or obligations under these General Terms or the Program Commitments without the prior written consent of APNIC.

8.2. These General Terms and the Program Commitments represent the parties' entire agreement in relation to the subject matter. Neither party can rely on any earlier written documents, information on the APNIC website or anything said or done by or on behalf of another party before these terms were accepted by the Fellow.

8.3. The Fellow acknowledges and accepts that these General Terms may be amended by APNIC from time to time with 30 days' written notice to the Fellow of any such amendment coming into effect).

8.4. Clauses 6 to 9 survive termination of these General Terms.

9. Governing law

9.1. The laws of the State of Queensland, Australia, govern these General Terms and the Program Commitments. The parties submit to the non-exclusive jurisdiction of the courts of Queensland and courts of appeal from them.