



Australian Government

Funding Agreement

between the

COMMONWEALTH OF AUSTRALIA

as represented by the

Minister for Education

and

Holmesglen Institute of TAFE

regarding funding

**under the *Higher Education Support Act 2003* in respect of the
2021, 2022 and 2023 grant years**

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Parties and Recitals

THIS AGREEMENT is made on the date on which it is executed by the Commonwealth of Australia

BETWEEN

THE COMMONWEALTH OF AUSTRALIA represented by the Minister for Education ('the Commonwealth')
[ABN 12 862 898 150]

AND

Holmesglen Institute of TAFE, PO Box 42 HOLMESGLEN VIC 3148 ('Provider')
[ABN 40 096 756 729]

RECITALS

- A. The Provider meets the requirements of paragraph 30-1(1)(b) of HESA.
- B. This funding agreement meets the requirements under subsection 30-25(1) of HESA in respect of the 2021, 2022 and 2023 grant years.
- C. Entering into this agreement is a requirement under subparagraph 30-1(1)(b)(iii) of HESA for a Commonwealth Grant to be payable to the Provider under Part 2-2 of HESA.
- D. Subject to subsections 30-25(2A) and 30-25(2B) of HESA, this funding agreement specifies conditions to which the Commonwealth Grant is subject that are additional to the conditions that apply to the Commonwealth Grant under Division 36 of HESA.
- E. Under section 36-65 of HESA, the Provider must comply with this funding agreement.

NOW IT IS AGREED as follows:

PART A: Commonwealth Grant Scheme funding

Commonwealth Grant Scheme funding amount and payment arrangements

1. The Commonwealth will pay to the Provider the CGS funding amount for the 2021, 2022 and 2023 Grant Years, calculated in accordance with Division 33 of HESA.
2. The Commonwealth will notify the Provider, before the start of each Grant Year covered by this agreement, about the CGS advances that will be paid to the Provider in respect of amounts expected to become payable for the relevant Grant Years under subsection 164-10(1) of HESA.
3. Amounts payable as CGS advances may be adjusted throughout the relevant Grant Year based on information provided to the Commonwealth by the Provider.
4. CGS advances made in respect of a Grant Year will be reconciled with CGS funding payable to the Provider for the relevant year. This reconciliation will occur in the year following the Grant Year when actual student enrolment data for the Grant Year is finalised and provided to the Commonwealth. If the amount of an advance paid to the Provider exceeds the amount that becomes payable to the Provider, the Commonwealth will seek recovery of the overpaid amount from the Provider under subsection 164-10(1A) of HESA.
5. To ensure the Provider is able to keep operating and employing staff in the aftermath of the COVID-19 pandemic, the Commonwealth has created the Higher Education Continuity Guarantee (HECG) as a program under the *Other Grants Guidelines (Education) 2012*. The Commonwealth will provide grants to eligible providers under the HECG for the Grant Years 2021, 2022 and 2023. The HECG has colloquially been referred to as the 'CGS funding guarantee' for the relevant Grant Years.

Estimates of Commonwealth supported places

6. The Provider must provide accurate and timely estimates of Commonwealth supported places, including the number of grandfathered students and non-grandfathered students expected to study in Commonwealth supported places, for the current year and future years, as required by the Commonwealth.

Provision of other data

7. The Provider must provide data relating to revised transparency arrangements as requested, including in relation to admissions processes and the cost of teaching and scholarship. This includes providing the data in the form and at the times required by the Commonwealth to support the national admissions platform.

PART B: Allocation of places

Maximum basic grant amount

8. The maximum basic grant amounts specified for the purposes of subsection 30-27(6) of HESA, for the Grant Years covered by this agreement, are set out in [Table 1a](#) of Appendix 1. Appendix 1 also contains additional conditions in relation to the maximum basic grant amount with which the Provider must comply.

Allocation of Commonwealth supported places

9. The total number of Commonwealth supported places allocated to the Provider under paragraph 30-10(1)(b), for grandfathered and non-grandfathered students in each funding cluster for the Grant Years covered by this agreement, are set out in [Table 2a](#), [Table 2b](#) and [Table 2c](#) of Appendix 2.
10. Any places allocated at the postgraduate level are for non-research courses of study and exclude any course which is subject to Ministerial determination under paragraph 36-15(2)(b) of HESA.
11. The amount of funding advanced to the Provider as an amount expected to become payable under HESA for the Grant Years covered by this agreement will initially be calculated on the basis of the

Provider's MBGA specified in Appendix 1. If the Provider is unable to deliver the places detailed in [Table 2a](#), [Table 2b](#) or [Table 2c](#) of Appendix 2 it must notify the Commonwealth as soon as practicable.

12. The Provider must not transfer any allocation of Commonwealth supported places between undergraduate and postgraduate courses of study.
13. The Provider may be audited to check whether actual enrolments in Commonwealth supported places align with [Table 2a](#), [Table 2b](#) or [Table 2c](#) of Appendix 2.

PART C: Other conditions and requirements

Clinical placements and practicums

14. For a course that is accredited under section 49 of the National Law, the Provider must ensure that each student enrolled in the course has access to clinical placements in accordance with the approved accreditation standard for the profession.
15. For a course that provides a pathway to professional certification or registration, where that certification or registration requires the completion of a clinical or practicum placement (for example in initial teacher education, engineering or social work) the Provider must ensure that each student enrolled in that course has access to clinical placements or practicums in accordance with the relevant professional accreditation standards.

New campuses and campus closures

16. The Provider must use the Commonwealth supported places it is allocated under this agreement to deliver courses of study at the campus(es) or educational facility(ies) listed in [Table 1](#) and [Table 2](#) below.
17. The Provider must obtain the Commonwealth's prior written approval if the Provider proposes to enrol Commonwealth supported students in a course of study that is, or is to be undertaken, primarily at an educational facility, other than one of the Provider's campuses listed below in [Table 1](#) or approved educational facilities listed below in [Table 2](#).
18. Similarly, if the Provider proposes to close a campus or approved educational facility where Commonwealth supported students are enrolled, the Provider must obtain the Commonwealth's prior written approval.

Table 1: Provider's campuses

Name of campus	
Moorabbin	Waverly

Table 2: Approved educational facility

Name of educational facility
N/A

Closures of courses

19. Before closing any of the following types of undergraduate and postgraduate courses of study in which Commonwealth supported students have been enrolled for two or more years (including a major within a course of study), the Provider must consult the Commonwealth and obtain the Commonwealth's approval for the closure of the course:
 - 19.1. courses that prepare students for entry to any occupation that is experiencing a Skills Shortage;
 - 19.2. courses the closure of which would be likely to create a Skills Shortage in an occupation because the Provider is the sole or dominant provider of the national skill base for that occupation;
 - 19.3. specialised courses directed at the regional economy, the closure of which is likely, in the

Commonwealth's opinion, to create serious detriment to the skills base of a regional economy;
and

- 19.4. courses in areas of priority under the Job-ready Graduates package, for example in science, engineering, computing, allied health, education and languages.
20. In making a decision to approve a course closure under clause 19, the Commonwealth will:
 - 20.1. seek to reach a mutually agreeable arrangement with the Provider regarding the course closure;
 - 20.2. have regard to student demand for the course, the financial viability of the course, the justification provided for a proposed course closure by the Provider and other relevant factors;
 - 20.3. assist the Provider to explore options to retain the course, including through cooperation with another provider or the movement of Commonwealth supported places to another provider (where applicable); and
 - 20.4. not unreasonably withhold approval for a course closure so as to place an unreasonable financial burden on the Provider or place the Provider in a financially unviable position in regard to the Provider's overall financial status.

Applicable law and jurisdiction

21. The laws of the Australian Capital Territory apply to the interpretation of this agreement.
22. The parties agree to submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory and any courts which have jurisdiction to hear appeals from any of these courts in respect to any dispute under this agreement.

Entire agreement, variation and severance

23. This agreement, and the HESA, record the entire agreement between the parties in relation to its subject matter. Any previous agreement covering the relevant Grant Years is terminated and replaced by this agreement on the date this agreement is made.
24. Except for action the Commonwealth is expressly authorised or required to take elsewhere in this agreement or HESA, no variation of this agreement is binding unless it is agreed in writing and signed by the parties.
25. If a court or tribunal says any provision of this agreement has no effect or interprets a provision to reduce an obligation or right, this does not invalidate, or restrict the operation of, any other provision.

Notices

26. A party giving notice under this agreement must do so in writing or by Electronic Communication:
 - 26.1. if given by the Provider, marked for the attention of the First Assistant Secretary of the Higher Education Division of the Department of Education, Skills and Employment or other person as notified in writing by the Commonwealth to the Provider; or
 - 26.2. if given by the Commonwealth, marked for the attention of the Chief Executive Officer or other person as notified in writing by the Provider to the Commonwealth;

and must be hand delivered or sent by pre-paid post or Electronic Communication to the address specified in this clause.

The address for notices to the Commonwealth is:

First Assistant Secretary
Higher Education Division
Department of Education, Skills and Employment
50 Marcus Clarke Street
GPO Box 9880
CANBERRA ACT 2601
Email: cgs@dese.gov.au

The address for notices to the Provider is:

PO Box 42
HOLMESGLEN VIC 3148
mary.faraone@holmesglen.edu.au

27. A notice given under clause 26 is taken to be received:

- 27.1. if hand delivered, on delivery;
- 27.2. if sent by pre-paid post, 6 business days after the date of posting; or
- 27.3. if sent by Electronic Communication, at the time that would be the time of receipt under section 14A of the *Electronic Transactions Act 1999*.

Interpretation

28. In this agreement including Attachment A and appendices, unless the contrary intention appears:

'ABN' has the same meaning as in section 41 of the *A New Tax System (Australian Business Number) Act 1999*;

'CGS' means Commonwealth Grant Scheme;

'Commonwealth Grant' is the grant payable to the Provider under Part 2-2 (Commonwealth Grant Scheme) of HESA;

'course of study' has the same meaning as in subclause 1(1) of Schedule 1 of HESA;

'EFTSL' has the same meaning as in subclause 1(1) of Schedule 1 of HESA;

'Electronic Communication' has the same meaning as in subsection 5(1) of the *Electronic Transactions Act 1999*;

'funding clusters' has the same meaning as set out in subclause 1(1) of Schedule 1 of HESA;

'Grant Year' has the same meaning as in subclause 1(1) of Schedule 1 of HESA;

'HESA' means the *Higher Education Support Act 2003*;

'maximum basic grant amount' or 'MBGA' has the same meaning as in subclause 1(1) of Schedule 1 of HESA;

'National Law' means (a) for a state or territory other than Western Australia – the Health Practitioner Regulation National Law as set out in the Schedule to the *Health Practitioner Regulation National Law Act 2009 (Qld)* as it applies (with or without modification) as a law of the State or Territory; and (b) for Western Australia – the legislation enacted by the *Health Regulation National Law (WA) Act 2010* that corresponds to the Health Practitioner Regulation National Law;

'number of Commonwealth supported places' has the same meaning as in subclause 1(1) of Schedule 1 of HESA;

'postgraduate course of study' has the same meaning as in subclause 1(1) of Schedule 1 of HESA;

'undergraduate course of study' has the same meaning as in subclause 1(1) of Schedule 1 of HESA.

29. In this agreement, unless the contrary intention appears:

- 29.1. words in the singular include the plural and vice versa;
- 29.2. clause headings or words in bold format are inserted for convenience only, and have no effect in limiting or extending the language of provisions;
- 29.3. all references to dollars are to Australian dollars;
- 29.4. unless stated otherwise, a reference to legislation is to legislation of the Commonwealth, as amended from time to time;
- 29.5. an uncertainty or ambiguity in the meaning of a provision of this agreement will not be

interpreted against a party just because that party prepared that provision;

- 29.6. where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and
- 29.7. where a word or phrase is not specifically defined in this agreement and the word or phrase occurs in the *Higher Education Support Act 2003*, the word or phrase will have the same meaning as in that Act.

SIGNED for and on behalf of

THE COMMONWEALTH OF AUSTRALIA

by Danielle Donegan, Acting First Assistant Secretary, Higher Education Division of the Department of Education, Skills and Employment as delegate of the Minister for Education.

Signed by

Danielle Donegan

Date: 13 January 2021

In the presence of:

Signed by

Drew Menzies-McVey

Position of witness

Assistant Secretary

SIGNED for and on behalf of

Holmesglen Institute of TAFE

Signed by

Joanne James

Position

Chief Financial Officer

In the presence of:

Signed by

Susan M. O'Brien

Position or profession of witness

Finance Manager

Table 1a. MBGA for 2021-23 grant years

2021	\$6,057,565
2022	\$6,196,889
2023	\$6,339,417

Maximum basic grant amount

1. The Provider's maximum basic grant amount is calculated by applying indexation consistent with the methodology set out in Part 5-6 of HESA.

Table 2a: Allocation of Commonwealth supported places for 2021¹

Non-Grandfathered Load Allocations:

Cluster No.	Funding cluster	Undergraduate Allocation	Non-research Postgraduate Allocation	Total Allocation
1	Law, Accounting, Administration, Economics, Commerce, Communications, Society and Culture	0.0	0.0	0.0
2	Education, Clinical Psychology, English, Mathematics, Statistics, Allied Health, Other Health, Built Environment, Computing, Visual and Performing Arts, Professional Pathway Psychology, Professional Pathway Social Work	79.6	0.0	79.6
3	Nursing, Indigenous and Foreign Languages, Engineering, Surveying, Environmental Studies, Science	71.4	0.0	71.4
4	Agriculture, Medicine, Dentistry, Veterinary Science, Pathology	0.0	0.0	0.0
	Total	151.0	0.0	151.0

1. Figures are rounded for display, however they may contain underlying decimal places.

Grandfathered load allocations

Description of allocation	Undergraduate Allocation	Non-research Postgraduate Allocation	Total Allocation
Law, Accounting, Administration, Economics or Commerce	0.0	0.0	0.0
Communications	0.0	0.0	0.0
The Social Studies or Behavioural Science subpart of the Society and Culture part of the first funding cluster	0.0	0.0	0.0
Any other subpart of the Society and Culture part of the first funding cluster	0.0	0.0	0.0
Education, Clinical Psychology, English, Mathematics, Statistics, Allied Health, Other Health, Built Environment or Computing	138.1	0.0	138.1
Visual and Performing Arts	0.0	0.0	0.0
Professional Pathway Psychology, Professional Pathway Social Work	0.0	0.0	0.0
Nursing, Indigenous and Foreign Languages, Engineering, Surveying, Environmental Studies, Science	123.8	0.0	123.8
Agriculture, Medicine, Dentistry, Veterinary Science, Pathology	0.0	0.0	0.0
Total	261.9	0.0	261.9

1. Figures are rounded for display, however they may contain underlying decimal places.

Table 2b: Allocation of Commonwealth supported places for 2022¹**Non-Grandfathered Load Allocations:**

Cluster No.	Funding cluster	Undergraduate Allocation	Non-research Postgraduate Allocation	Total Allocation
1	Law, Accounting, Administration, Economics, Commerce, Communications, Society and Culture	0.0	0.0	0.0
2	Education, Clinical Psychology, English, Mathematics, Statistics, Allied Health, Other Health, Built Environment, Computing, Visual and Performing Arts, Professional Pathway Psychology, Professional Pathway Social Work	139.3	0.0	139.3
3	Nursing, Indigenous and Foreign Languages, Engineering, Surveying, Environmental Studies, Science	125.0	0.0	125.0
4	Agriculture, Medicine, Dentistry, Veterinary Science, Pathology	0.0	0.0	0.0
	Total	264.3	0.0	264.3

1. Figures are rounded for display, however they may contain underlying decimal places.

Grandfathered load allocations

Description of allocation	Undergraduate Allocation	Non-research Postgraduate Allocation	Total Allocation
Law, Accounting, Administration, Economics or Commerce	0.0	0.0	0.0
Communications	0.0	0.0	0.0
The Social Studies or Behavioural Science subpart of the Society and Culture part of the first funding cluster	0.0	0.0	0.0
Any other subpart of the Society and Culture part of the first funding cluster	0.0	0.0	0.0
Education, Clinical Psychology, English, Mathematics, Statistics, Allied Health, Other Health, Built Environment or Computing	78.4	0.0	78.4
Visual and Performing Arts	0.0	0.0	0.0
Professional Pathway Psychology, Professional Pathway Social Work	0.0	0.0	0.0
Nursing, Indigenous and Foreign Languages, Engineering, Surveying, Environmental Studies, Science	70.3	0.0	70.3
Agriculture, Medicine, Dentistry, Veterinary Science, Pathology	0.0	0.0	0.0
Total	148.7	0.0	148.7

1. Figures are rounded for display, however they may contain underlying decimal places.

Table 2c: Allocation of Commonwealth supported places for 2023¹**Non-Grandfathered Load Allocations:**

Cluster No.	Funding cluster	Undergraduate Allocation	Non-research Postgraduate Allocation	Total Allocation
1	Law, Accounting, Administration, Economics, Commerce, Communications, Society and Culture	0.0	0.0	0.0
2	Education, Clinical Psychology, English, Mathematics, Statistics, Allied Health, Other Health, Built Environment, Computing, Visual and Performing Arts, Professional Pathway Psychology, Professional Pathway Social Work	184.1	0.0	184.1
3	Nursing, Indigenous and Foreign Languages, Engineering, Surveying, Environmental Studies, Science	165.1	0.0	165.1
4	Agriculture, Medicine, Dentistry, Veterinary Science, Pathology	0.0	0.0	0.0
	Total	349.3	0.0	349.3

1. Figures are rounded for display, however they may contain underlying decimal places.

Grandfathered load allocations

Description of allocation	Undergraduate Allocation	Non-research Postgraduate Allocation	Total Allocation
Law, Accounting, Administration, Economics or Commerce	0.0	0.0	0.0
Communications	0.0	0.0	0.0
The Social Studies or Behavioural Science subpart of the Society and Culture part of the first funding cluster	0.0	0.0	0.0
Any other subpart of the Society and Culture part of the first funding cluster	0.0	0.0	0.0
Education, Clinical Psychology, English, Mathematics, Statistics, Allied Health, Other Health, Built Environment or Computing	33.6	0.0	33.6
Visual and Performing Arts	0.0	0.0	0.0
Professional Pathway Psychology, Professional Pathway Social Work	0.0	0.0	0.0
Nursing, Indigenous and Foreign Languages, Engineering, Surveying, Environmental Studies, Science	30.1	0.0	30.1
Agriculture, Medicine, Dentistry, Veterinary Science, Pathology	0.0	0.0	0.0
Total	63.7	0.0	63.7

1. Figures are rounded for display, however they may contain underlying decimal places.