



# Australian Government

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## Funding Agreement

between the

**COMMONWEALTH OF AUSTRALIA**

as represented by the

**Minister for Education and Training**

and

**Holmesglen Institute of TAFE**

regarding funding

**under the Commonwealth Grant Scheme in respect of the  
2017 grant year**

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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 and Training ('the Commonwealth') [ABN 12 862 898 150]

### **AND**

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

### **WHEREAS:**

- A. The Provider meets the requirement of subparagraph 30-1(1)(a) of HESA.
- B. This funding agreement is made under subsection 30-25(1) of HESA in respect of the 2017 grant year.
- C. Entering this agreement is a requirement under subparagraph 30-1(1)(a)(ii) 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: Introduction**

#### *Commonwealth Grant Scheme funding amount and payment arrangements*

1. The Commonwealth will pay to the Provider the Commonwealth Grant Scheme (CGS) funding amount for the 2017 grant year, calculated in accordance with division 33 of HESA.
2. The Commonwealth will notify the Provider before the start of the grant year covered by this Agreement about the CGS advances in respect of amounts expected to become payable for the grant year.
3. Amounts payable as CGS advances may be adjusted throughout the grant year based on information provided to the Commonwealth by the Provider.
4. CGS advances made in respect of the 2017 grant year will be reconciled with CGS funding payable to the Provider for the 2017 grant year. This reconciliation will occur in the year following the grant year when actual student enrolment data for that grant year is finalised.

### **PART B: Allocation of places**

#### *Maximum basic grant amount*

5. The maximum basic grant amount for 2017, calculated in accordance with subparagraph 30-27(1)(a)(i) of HESA, is \$5,203,370.

#### *Allocation of Commonwealth supported places*

6. The total number of Commonwealth supported places allocated to the Provider under subsection 30-10(1)(a) for each Funding Cluster for each grant year covered by this agreement is shown below in Table 1.
7. The Provider must use the Commonwealth supported places as follows:
  - 7.1 200 places in Bachelor of Nursing courses at the Moorabbin Campus; and
  - 7.2 222.5 places in Bachelor of Early Childhood Education courses at the Waverley Campus.
8. The amount of funding advanced to the Provider as an amount expected to become payable under HESA for the grant year covered by this agreement will initially be calculated on the basis that the Provider delivers the total number of the Commonwealth supported places identified in Table 1 in the grant year. If the Provider is unable to deliver the places detailed in Table 1 it must notify the Commonwealth as soon as practicable.

**Table 1: Allocation of Commonwealth supported places for 2017<sup>1</sup>**

Cluster No.	Funding cluster	Number of undergraduate places for 2017 grant year (EFTSL)	Number of non-research postgraduate places for 2017 grant year (EFTSL)	Total number of Commonwealth supported places for 2017 grant year (EFTSL)
1	Law, accounting, administration, economics, commerce	0.0	0.0	0.0
2	Humanities	0.0	0.0	0.0
3	Mathematics, statistics, behavioural science, social studies computing, built environment, other health	0.0	0.0	0.0
4	Education	222.5	0.0	222.5
5	Clinical psychology, allied health, foreign languages, visual and performing arts	0.0	0.0	0.0
6	Nursing	200.0	0.0	200.0
7	Engineering, science, surveying	0.0	0.0	0.0
8	Medicine, dentistry, veterinary science, agriculture	0.0	0.0	0.0
	<b>Total</b>	<b>422.5</b>	<b>0.0</b>	<b>422.5</b>

## NOTES:

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

## **PART C: Other conditions and requirements**

### *Closure of courses*

9. The Provider must obtain the Commonwealth's prior written approval before closing a course of the Provider in which students are or have been enrolled in Commonwealth supported places.

### *New campuses and campus closures*

10. 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 campuses listed below in clause 7 of this agreement.
11. The Provider must seek the Commonwealth's prior written approval before closing or otherwise disposing of a campus of the Provider at which students are enrolled in Commonwealth supported places.

### *Clinical placements and practicums*

12. The Commonwealth contribution amounts for a place in a nursing and education funding cluster include amounts in recognition of the costs of nursing clinical placement and teaching practicum (\$1,311 and \$899 per place in the funding cluster respectively in 2017). The Provider must use these amounts only for those purposes.
13. For a course that is accredited under section 49 of the National Law, the Provider must ensure that each student enrolled in a course has access to clinical placements in accordance with the approved accreditation standard for the profession.
14. For a course that is accredited by a State or Territory teacher regulatory authority as an initial teacher education course, the Provider must ensure that each student enrolled in that course has access to teacher practicums in accordance with the approved national accreditation standard.

### *Applicable law and jurisdiction*

15. The laws of the Australian Capital Territory apply to the interpretation of this agreement.
16. 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*

17. This agreement and the *Higher Education Support Act 2003* record the entire agreement between the parties in relation to its subject matter.
18. 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.
19. 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

20. A party giving notice under this agreement must do so in writing or by Electronic Communication:

- a. if given by the Provider, marked for the attention of the Group Manager of the Higher Education Group of the Department of Education and Training or other person as notified in writing by the Commonwealth to the Provider; or
- b. if given by the Commonwealth, marked for the attention of the Chief Executive or other person as notified in writing by the Provider to the Commonwealth; and hand delivered or sent by pre-paid post or Electronic Communication to the address specified in subclause 20.1 of this agreement.

20.1 The address for notices to the Commonwealth is specified below:

Group Manager  
Higher Education Group  
Department of Education and Training  
50 Marcus Clarke Street  
GPO Box 9880  
CANBERRA ACT 2601  
Email: fep@education.gov.au

The address for notices to the Provider is specified below:

Chief Executive  
Holmesglen Institute of TAFE  
PO Box 42  
HOLMESGLEN VIC 3148  
Email: mary.faraone@holmesglen.edu.au

21. A notice given under clause 20 is taken to be received:

- a. if hand delivered, on delivery;
- b. if sent by pre-paid post, 5 business days after the date of posting; or
- c. 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*

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

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

**'CGS'** means Commonwealth Grant Scheme

**'Closing a Course'** or **'Closure'** means the cessation of intake of students to a course by the Provider without its immediate replacement by a Course that leads to the same occupation or provides a similar specialised skill and includes any suspension of intake of students for more than one consecutive academic year;

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

**'Course Completion'** is the point at which an enrolled student satisfies the requirements for a particular qualification;

**'Course of study'** has the same meaning as set out in item 1 of Schedule 1 of HESA;

**'EFTSL'** has the same meaning as set out in item 1 of Schedule 1 of HESA;

**'Electronic Communication'** has the same meaning as in the *Electronic Transactions Act 1999*;

**'Funding Clusters'** has the same meaning as set out in item 1 of Schedule 1 of HESA;

**'Grant Year'** refers to the calendar year for which the Provider has entered into this funding agreement;

**'HESA'** means the *Higher Education Support Act 2003*, as amended;

**'Maximum Basic Grant Amount'** has the same meaning as set out in item 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 set out in item 1 of Schedule 1 of HESA;

**'Postgraduate Course of Study'** has the same meaning as set out in item 1 of Schedule 1 of HESA;

**'Teacher Regulatory Authority'** means the body responsible for the accreditation of initial teacher education courses in a State or Territory.

**'Undergraduate Course of Study'** has the same meaning as set out in item 1 of Schedule 1 of HESA.

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

- 23.1. words in the singular include the plural and vice versa;
- 23.2. clause headings or words in bold format are inserted for convenience only, and have no effect in limiting or extending the language of provisions;
- 23.3. all references to dollars are to Australian dollars;
- 23.4. unless stated otherwise, a reference to legislation is to legislation of the Commonwealth, as amended from time to time;
- 23.5. 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; and
- 23.6. 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.
- 23.7. 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

Dom English

Full name (please print)

Group Manager

Position

of the Department of Education and Training as delegate of the Minister for Education and Training.

D English

Signature

15/12/16

In the presence of:

Liam Quirke

Witness (please print)

Public Servant

Position or profession of witness (please print)

L Quirke

Signature

SIGNED for and on behalf of

Holmesglen Institute of TAFE

by

Mary Farone

Full name (please print)

Chief Executive

Position

M Farone

In the presence of:

Victoria Cooper

Witness (please print)

Executive Assistant

Position or profession of witness (please print)

V Cooper

Signature