



**Australian Government**

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**Department of Education, Employment  
and Workplace Relations**

# **Funding Agreement**

between the

**COMMONWEALTH OF AUSTRALIA**

as represented by the

**Minister for Tertiary Education**

and

**Holmesglen Institute of TAFE**

regarding funding

**under the Commonwealth Grant Scheme in respect of the 2012  
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 Tertiary Education ('the Commonwealth') [ABN 63 578 775 294]

**AND**

**HOLMESGLEN INSTITUTE OF TAFE**, PO Box 42, CHADSTONE VIC 3148, ('Provider') [ABN 40 096 756 729].

**WHEREAS:**

- A. The Provider meets the requirement of sub-paragraph 30-1(1)(b) of HESA.
- B. This funding agreement is made under sub-section 30-25(1) of HESA in respect of the 2012 Grant Year.
- C. Entering this agreement is a requirement under sub-paragraph 30-1(1)(b)(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 2012 Grant Year for the Provider, calculated in accordance with division 33 of HESA.
2. The Commonwealth will provide an advance payment to the Provider during 2012 of the amount of CGS funding expected to be payable for the 2012 Grant Year.
3. 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 2012 Grant Year will be reconciled with CGS funding payable to the Provider for the 2012 Grant Year. This reconciliation will occur in 2013 when actual 2012 student enrolment data is finalised.

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

#### *Maximum basic grant amount*

5. In accordance with sub-paragraph 30-27(1)(b) of HESA, the maximum basic grant amount for 2012 is \$3,754,800.

#### *Allocation of Commonwealth supported places*

6. The total number of Commonwealth supported places allocated to the Provider for the 2012 Grant Year under sub-section 30-10(1)(b) for each Funding Cluster for the Grant Year covered by this agreement is shown below in Table 1.
7. The Provider must use the Commonwealth supported places as follows:
  - 7.1 140 places in Bachelor of Nursing courses at the Moorabbin Campus; and
  - 7.2 210 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 2012 year 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 2012 year. If the Provider is unable to deliver the places detailed in Table 1 it must notify the Commonwealth as soon as practical.

**Table 1: Allocation of Commonwealth supported places**

Cluster No.	Funding cluster	Total Number of undergraduate places for 2012 grant year (EFTSL)	Total Number of non-research postgraduate places for 2012 grant year (EFTSL)	Total number of places for 2012 grant year
1	Law, accounting, administration, economics, commerce	0	0	0
2	Humanities	0	0	0
3	Mathematics, statistics, behavioural science, social studies computing, built environment, other health	0	0	0
4	Education	210	0	210
5	Clinical psychology, allied health, foreign languages, visual and performing arts	0	0	0
6	Nursing	140	0	140
7	Engineering, science, surveying	0	0	0
8	Medicine, dentistry, veterinary science, agriculture	0	0	0
	<b>Total</b>	<b>350</b>	<b>0</b>	<b>350</b>

**PART C: Other conditions and requirements***Closure of courses*

9. The Provider must seek 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.

*Campus closures*

10. The Provider must seek the Commonwealth's prior written approval before closing a campus of the Provider at which students are or have been enrolled in Commonwealth supported places.

*Clinical placements and practicums*

11. The Commonwealth Grant Scheme 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 (\$1,160 and \$796 per EFTSL respectively in 2012). The Provider must use these amounts only for those purposes.
12. 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.

*Applicable law and jurisdiction*

13. The laws of the Australian Capital Territory apply to the interpretation of this agreement.
14. 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*

15. This agreement and the *Higher Education Support Act 2003* record the entire agreement between the parties in relation to its subject matter.
16. 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.
17. 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*

18. A party giving notice under this agreement must do so in writing or by Electronic Communication:
  - 18.1. if given by the Provider, marked for the attention of the Group Manager of the Higher Education Group of the Department of Education, Employment and Workplace Relations or other person as notified in writing by the Commonwealth to the Provider; or
  - 18.2. if given by the Commonwealth, marked for the attention of the Chief Executive of the Provider 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 18.3 of this agreement.
  - 18.3. Address for notices to the Commonwealth:  
Group Manager  
Higher Education Group  
Location C50MA9  
Department of Education, Employment and Workplace Relations  
GPO Box 9880  
Canberra ACT 2601  
Email: cgs@deewr.gov.au

Address for notices to the Provider:

Chief Executive  
Holmesglen Institute of TAFE  
PO Box 42  
CHADSTONE VIC 3148

19. A notice given under clause 18 is taken to be received:
- 19.1. if hand delivered, on delivery;
  - 19.2. if sent by pre-paid post, 5 business days after the date of posting; or
  - 19.3. if sent by Electronic Communication, at the time that would be the time of receipt under the *Electronic Transactions Act 1999* if a notice was being given under a law of the Commonwealth.

*Interpretation*

20. 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*;

**'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 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;

**'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;

**'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;

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

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

21.1. words in the singular include the plural and vice versa;

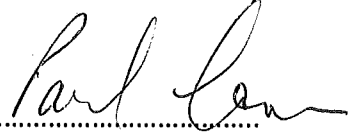
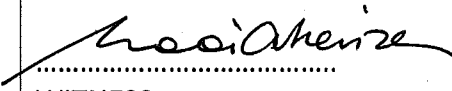
21.2. clause headings or words in bold format are inserted for convenience only, and have no effect in limiting or extending the language of provisions;

21.3. all references to dollars are to Australian dollars;

21.4. unless stated otherwise, a reference to legislation is to legislation of the Commonwealth, as amended from time to time;

21.5. 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

- 21.6. 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.
- 21.7. 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.

<p>SIGNED for and on behalf of</p> <p>THE COMMONWEALTH OF AUSTRALIA</p> <p>by David de Carvalho the Group Manager of the Higher Education Group of the Department of Education, Employment and Workplace Relations as delegate of the Minister for Tertiary Education.</p> <p> .....</p> <p>Date <u>16.12.11</u>.....</p>	<p>SIGNED for and on behalf of</p> <p>HOLMESGLEN INSTITUTE OF TAFE</p> <p> .....</p> <p>Signature</p> <p><u>MARY FARAONE</u> .....</p> <p>Full name (please print)</p> <p>.....</p> <p>Position</p> <p><u>ACTING CHIEF EXECUTIVE</u></p>
<p>In the presence of:</p> <p> .....</p> <p>WITNESS</p> <p><u>PAUL CONCORAN ASST DIRECTOR</u> .....</p> <p>Full name and occupation or profession of witness (please print)</p>	<p>In the presence of:</p> <p> .....</p> <p>WITNESS</p> <p><u>HOORI ATIENZA, SECRETARY</u> .....</p> <p>Full name and occupation or profession of witness (please print)</p>

