



Australian Government

Funding Agreement

between the

COMMONWEALTH OF AUSTRALIA

as represented by the

Minister for Education

and

Torrens University Australia Limited

regarding funding

**under the *Commonwealth Grant Scheme* in respect of the
2023 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 ('the Commonwealth')
[ABN 12 862 898 150]

AND

Torrens University Australia Limited, 17-51 Foveaux Street, Surry Hills NSW 2010 ('Provider')
[ABN 99 154 937 005]

WHEREAS:

- A. The Provider meets the requirements of paragraph 30-1(1)(b) of HESA.
- B. This funding agreement is made under subsection 30-25(1) of HESA in respect of the 2023 grant year.
- 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 Commonwealth Grant Scheme (CGS) funding amount for the 2023 grant year, calculated in accordance with Division 33 of HESA.
2. The Commonwealth will notify the Provider about the CGS advances that will be paid to the Provider in respect of amounts expected to become payable for 2023 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 those years. This reconciliation will occur each 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.

Estimates of Commonwealth supported places

5. The Provider must provide accurate and timely estimates of Commonwealth supported places for the 2023 grant year, as required by the Commonwealth.

Provision of other data

6. 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

7. 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 conditions in relations to the maximum basic grant amount with which the Provider must comply.

Allocation of Commonwealth supported places

8. The total number of Commonwealth supported places allocated to the Provider under paragraph 30-10(1)(b), for non-grandfathered students in each funding cluster for the grant years covered by the agreement, are set out in [Table 2a](#) of Appendix 2.
9. For 2023, the Provider must use the funding in [Table 1a](#) of Appendix 1 to deliver the Commonwealth supported places allocated in [Table 2a\(i\)](#) of Appendix 2 for the courses approved as Equity Places shown in [Table 2a\(ii\)](#) of Appendix 2.
10. The amount of funding advanced to the Provider as an amount expected to become payable under HESA for 2023 will initially be calculated on the basis that the Provider uses the funding in [Table 2a\(i\)](#) of Appendix 2 to deliver the courses approved as Equity Places shown in [Table 2a\(ii\)](#) of Appendix 2. If the Provider is unable to deliver the places detailed in [Table 2a\(i\)](#) of Appendix 2 it must notify the Commonwealth as soon as practicable.
11. The Provider may be audited to check whether actual enrolments in Commonwealth supported places align with funding in [Table 2a](#) of Appendix 2.

PART C: Other conditions and requirements

Equity Places

12. Equity Places are non-ongoing and funding is expected to terminate in 2028.
13. Funding for Equity Places is to be used in 2023 for students commencing in the 2023 grant year.
14. There is a clear and unambiguous expectation that courses will be delivered as closely as possible in line with indicative funding parameters and that all Equity Places will be filled by people from educational disadvantaged groups (including students from low SES backgrounds, students from inner regional, outer regional, remote and very remote areas, students who are first in family to study at university, First Nations students, and students with a disability).
15. If the provider has been allocated Equity Places in the Education or Nursing areas of study:
 - 15.1. 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.
16. If the course of study provides a pathway to professional certification or registration, where that certification or registration requires the completion of a clinical or practicum placement, 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

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

Table 1: Provider's campus(es)

Name of campus	
Ultimo	Surry Hills
Fitzroy	Melbourne
Fortitude Valley	Adelaide
Southport	Leura

Closure of courses

20. The Provider must obtain the Commonwealth's prior written approval before closing a course listed in [Table 2a\(ii\)](#) of Appendix 2 in which students are enrolled in Commonwealth supported places.
21. In making a decision to approve a course closure under clause 20, the Commonwealth will:
 - 21.1. seek to reach a mutually agreeable arrangement with the Provider regarding the course closure;
 - 21.2. 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;
 - 21.3. 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
 - 21.4. 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

22. The laws of the Australian Capital Territory apply to the interpretation of this agreement.
23. 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

24. This agreement and 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.
25. 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.
26. 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

27. 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 First Assistant Secretary of the Higher Education Division of the Department of Education 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 President 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
50 Marcus Clarke Street
GPO Box 9880
CANBERRA ACT 2601
Email: cgs@education.gov.au

The address for notices to the Provider is:

Torrens University Australia Ltd
17-51 Foveaux Street
Surry Hills NSW 2010
Email: lbrown@laureate.net.au

28. A notice given under clause 27 is taken to be received:
 - a. if hand delivered, on delivery;
 - b. if sent by pre-paid post, 6 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

29. In this agreement, 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 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 in subclause 1(1) of Schedule 1 of HESA;

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

'Equity Places' refers to funding allocated to the provider for the purpose of increasing the number of persons from under-represented backgrounds undertaking courses of study in the following areas of study: Education, Nursing, Engineering, Computing, Commerce, and Society and Culture;

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

'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.

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

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

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

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

30.3. all references to dollars are to Australian dollars;

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

30.5. 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;

30.6. 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.

30.7. 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 Damian Coburn, Acting First Assistant Secretary, Higher Education Division of the Department of Education as delegate of the Minister for Education.

Signed by

Damian Coburn
Acting First Assistant Secretary – Higher Education

Date: 20 December 2022

In the presence of:

Signed by

Craig Nightingale

Position of witness

Acting Director – CGS Policy

SIGNED for and on behalf of

Torrens University Australia

Signed by

Linda Brown

Position

President and CEO

In the presence of:

Signed by

Trish Fairbourn

Position or profession of witness

Director of Regulatory and Records Compliance

Table 1a. MBGA for 2023 grant year

2023	\$1,218,793
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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.
2. The 2023 maximum basic grant amount includes \$1,218,793 for commencing Equity Places as set out in Table 2a(i) of Appendix 2.

Table 2a: Allocation of Commonwealth supported places to deliver Equity Places commencing in 2023**Non-Grandfathered Load Allocations:**

Funding cluster	Funding cluster part and national priority	Number of non-grandfathered undergraduate places for 2023 grant years (EFTSL)	Number of non-grandfathered non-research postgraduate places for 2023 grant years (EFTSL)	Total Allocation (EFTSL)
1	Commerce, Society and Culture	0.0	0.0	0.0
2	Education, Computing	72.8	0.0	72.8
3	Nursing, Engineering	12.4	0.0	12.4
	Total	85.3	0.0	85.3

NOTES:

- Figures are rounded for display, however they may contain underlying decimal places.
- The relevant national priority is set out in paragraph 10(c) of the *Commonwealth Grant Scheme Guidelines 2020*: “for courses commencing in 2023 and 2024 only, increasing the number of persons from under-represented backgrounds undertaking courses of study in the following areas of study: Education, Nursing, Engineering, Computing, Commerce, and Society and Culture.” The CGS funding provided under this agreement must only be used by the Provider to provide courses in areas of study referred to in this national priority.
- Quoted places are indicative only of commencing EFTSL implied by the allocated funding amounts.

Table 2a(i): Allocated funding for Equity Places for 2023

Priority Area	2023 Places	2023 (\$)
Nursing	12.4	\$211,100
Computing	72.8	\$1,007,692
Total	85.3	\$1,218,793

Table 2a(ii): Approved courses to be delivered with allocated funding for Equity Places in 2023

Course Type	Priority Area	Course Name
Bachelor Degree	Nursing	Bachelor of Nursing
Bachelor Degree	Computing	Bachelor of Information Technology
Diploma	Computing	Diploma of Information Technology
Bachelor Degree	Computing	Bachelor Cybersecurity
Diploma	Computing	Diploma of Cybersecurity