



Australian Government

Funding Agreement

between the

COMMONWEALTH OF AUSTRALIA

as represented by the

Minister for Education

and

Batchelor Institute of Indigenous Tertiary Education

regarding funding

**under the *Higher Education Support Act 2003* in respect of the
2026 grant year**

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Parties and Recitals

THIS AGREEMENT was 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

Batchelor Institute of Indigenous Tertiary Education, Nurdina Street, BATCHELOR NT ('Provider')
[ABN 32 039 179 166]

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 2026 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:

SECTION A: Commonwealth Funding

Commonwealth Grant Scheme funding amount and payment arrangements

1. The Commonwealth will pay to the Provider the CGS funding amount for the 2026 grant year, calculated in accordance with Division 33 of HESA.
2. The Commonwealth will notify the Provider, before the start of 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 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.

Managed Growth Funding System

5. Subject to changes being made to legislation, the Commonwealth will begin transitioning to the Managed Growth Funding System (MGFS) for Commonwealth supported places in 2026.
6. The provider will receive an allocated number of CSPs, and its associated maximum basic grant amount as outlined in Section B below.

Research block grants

7. The Research Block Grants are calculated in accordance with Parts 2-3 (Other grants) and 2-4 (Commonwealth scholarships) of HESA and comprise of two components:
8. The Research Training Program (RTP), which supports the training of students undertaking Research Doctorate and Research Masters courses, as set out in the *Commonwealth Scholarships Guidelines (Research) 2017*.
9. The Research Support Program (RSP), which provides a flexible funding stream to assist eligible providers with the systemic costs of university research, as set out in the *Other Grants Guidelines (Research) 2017*.
10. Grants for the relevant program will be allocated to eligible providers in accordance with the *Commonwealth Scholarships Guidelines (Research) 2017* and *Other Grants Guidelines (Research) 2017*. Grant conditions are set out in the Guidelines. Unspent RTP or RSP grant year amounts will be automatically rolled over into the following grant year, unless specified by the Secretary.

Engagement base grants

11. The National Institutes Grant Program (NIG) provides funding to support BIITE's teaching activities in its role as Australia's only Indigenous institution of higher education, serving students from rural and remote communities. This funding is granted directly to BIITE in recognition of the higher cost of operating in remote locations.

Provision of other data

12. 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.

SECTION B: Allocation of places

Maximum basic grant amount

13. The maximum basic grant amounts specified for the purposes of subsection 30-27(6) of HESA, for the grant year covered by this agreement, are set out in Table 1 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

14. 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.
15. The Provider may be audited to check whether actual enrolments in Commonwealth supported places align with funding provided.

SECTION C: Other conditions and requirements

Provision of university offers to at-school students

16. Higher Education Providers are responsible for their admission policies and procedures, consistent with the Higher Education Standards Framework (Threshold Standards) 2021. The provider's admission practices must ensure that students admitted are capable of succeeding academically, with appropriate support as required. The provider's admissions policies and practices must be evidence-based, transparent and publicly defensible.
17. Offers made to at-school students must respect and support the integrity of the successful completion of senior secondary education and must be conditional on the successful completion of the Senior Secondary Certificate of Education (or equivalent).
18. This section does not apply to students who will be enrolled on a non-award basis or students who will be enrolled in enabling courses.
19. The higher education provider:
 - 19.1. must not extend offers to Year 11 students;
 - 19.2. must not extend offers to at-school students in Year 12 prior to September 2026 for the 2027 academic year.

New campuses and campus closures

20. The Provider must use the Commonwealth supported places it is allocated under this agreement to deliver courses of study at the campuses or educational facilities listed in [Table 1](#) below.
21. 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](#).
22. 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	
Box Hill Campus - Elgar	

Closures of courses

23. The meaning of 'Closing a Course' or 'Closure' is provided in the Interpretation section.
24. The Provider must obtain the Commonwealth's prior written approval before closing a course listed in [Appendix 2](#) in which students are enrolled in Commonwealth supported places. The Provider's notice to the Commonwealth must be in the form included at [Appendix 2](#) and must include:
 - 24.1. the consultation undertaken with staff, students, the community and other stakeholders and any future consultation processes that may be planned before a final decision to close the course is made
 - 24.2. the expected high-level impacts on staff and students arising from the closures, including numbers of students and staff affected.
25. In making a decision to approve a course closure under clause 24, the Commonwealth will:
 - 25.1. seek to reach a mutually agreeable arrangement with the Provider regarding the course closure;
 - 25.2. 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;
 - 25.3. 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

- 25.4. 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

26. The laws of the Australian Capital Territory apply to the interpretation of this agreement.
27. 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

28. 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.
29. 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.
30. 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

31. A party giving notice under this agreement must do so in writing or by Electronic Communication:
- 31.1. if given by the Provider, marked for the attention of the First Assistant Secretary of the Policy, Payments and Data Division of the Department of Education or other person as notified in writing by the Commonwealth to the Provider; or
- 31.2. if given by the Commonwealth, marked for the attention of the Vice-Chancellor and 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
Policy, Payments and Data 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:

Nurndina Street
BATCHELOR NT 0845
Email: renee.long@batchelor.edu.au

32. A notice given under clause 31 is taken to be received:
- 32.1. if hand delivered, on delivery;

- 32.2. if sent by pre-paid post, 6 business days after the date of posting; or
- 32.3. 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

33. 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;

‘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 of study 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 (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;

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

- 34.1. words in the singular include the plural and vice versa;
- 34.2. clause headings or words in bold format are inserted for convenience only, and have no effect in limiting or extending the language of provisions;
- 34.3. all references to dollars are to Australian dollars;
- 34.4. unless stated otherwise, a reference to legislation is to legislation of the Commonwealth, as amended from time to time;
- 34.5. 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;
- 34.6. 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
- 34.7. 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**

Felicity Ryan

Full name (please print)

A/g First Assistant Secretary
Policy, Payments and Data Division

Position

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

Signature

23/12/2025

Date

In the presence of:

Ruby Lipscombe

Witness Name (please print)

Executive Assistant

Position or profession of witness (please
print)

Witness Signature

**SIGNED for and on behalf of
Batchelor Institute of Indigenous Tertiary
Education**

by

Renee Long

Full name (please print)

Chief Executive Officer

Position (please print)

Signature

In the presence of:

Wendy Lester

Witness Name (please print)

Executive Officer

Position or profession of witness (please
print)

Witness Signature

HIGHER EDUCATION FUNDING**Table 1. Summary of indicative maximum funding amounts for 2026 grant year**

Funding	AMOUNT
Higher education courses (MBGA)	\$467,900
Research Training Program	TBA
Research Support Program	TBA
National Institutes Grant	\$9,328,000

Maximum basic grant amount for higher education courses (MBGA)

1. The Provider's MBGA is calculated by applying indexation consistent with the methodology set out in Part 5-6 of HESA.
2. The Provider must comply with all reporting requirements for these places communicated by the Department.

Course closure template

Course	
Enrolments	
Reason for closure	
Does the course prepare students for entry to any occupation that is experiencing a Skills Shortage? If so, how will the Provider address this issue?	
Is closing the course 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? If so, how will the Provider address this issue?	
Is the course a specialised course directed at the regional economy? What impact is closing the course likely to have on the skills base of that regional economy? How will the Provider address this issue?	
Is the course in an area of priority for example in education, nursing and allied health, information technology and engineering? How will the Provider address this issue?	
Outline the teach out provisions to ensure existing students can complete their chosen course of study	
Outline the consultation undertaken with staff, students, the community and other stakeholders and any future consultation processes that may be planned before a final decision to close the course is made	
Outline the expected high-level impacts on staff and students arising from the closures, including numbers of students and staff affected.	