



Australian Government

Department of Education

Conditions of Grant

Higher Education Support Act 2003

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Higher Education Support Act 2003

DETERMINATION UNDER SUBSECTION 41-25(2) OF THE CONDITIONS ON WHICH A GRANT IS MADE

I, **s 22** a delegate of the Minister:

- a) Vary, under subsection 41-25(2) of the *Higher Education Support Act 2003* (the “**Act**”) the Conditions of Grant for the grant (“**Grant**”) made to Regional Development Australia Peel Inc. (ABN 33 048 864 681) (the “**Recipient**”) in respect of the project (the “**Project**”) specified in clause 3 of Schedule 1; and
- b) Determine that the consolidated and amended version of the Conditions of Grant set out in Schedules 1 to 4 are the Conditions of Grant for the purposes of subsection 41-25(1) of the Act.

Dated

2 February 2026

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Higher Education Program Delivery Branch
Programs and Student Experience Division
Department of Education



Higher Education Support Act 2003

**Regional Development Australia Peel Inc.
ABN 33 048 864 681**

**SCHEDULE TO
DETERMINATION UNDER SUBSECTION 41-25(2) OF THE CONDITIONS ON WHICH A
GRANT IS MADE**

**SCHEDULE 1: Conditions
SCHEDULE 2: Reporting
SCHEDULE 3: Milestones and Deliverables
SCHEDULE 4: Budget and Payments**

Mandurah Universities Centre

Conditions of Grant made on 10 January 2025 and as amended on 2 February 2026

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Conditions of Grant

Schedule 1 – Conditions

1. Meaning of words

In these Conditions of Grant (CoG), the following are defined terms:

Act	the <i>Higher Education Support Act 2003</i>
Activities	the details for the Project specified in Schedule 1 of these Conditions of Grant
Approvals	includes any consent, authorisation, registration, filing, agreement, notification, certificate, permission, licence, approval, permit, authority or exemption issued by, from or with any Authority
Asset	personal, real or incorporeal property which has a value over \$20,000 created or purchased wholly or partly from the Grant, but not including Intellectual Property Rights or the Reports
Auditor-General	the office established under the <i>Auditor-General Act 1997</i> and includes any other entity that may, from time to time, perform the functions of that office
Authority	includes any ministry, department, government, governmental or semi-governmental authority, agency, instrumentality, council, corporation or other statutory body which has jurisdiction or authority over or in connection with these Conditions, the Works, the Project or each Property Asset
Available Material	the Reports and any Third-party Material
Budget	the Budget set out in Schedule 4
Capital Works / Works	the use of Grant Funds to undertake capital works or building works, including design, construction, modification, expansion, refurbishment or fit-out (as the case may be) that occur at a Property Asset in connection with the Project
Child	an individual(s) under the age of 18 years and Children has a similar meaning
Child-Related Personnel	officers, employees, contractors (including subcontractors), agents and volunteers of the Grantee involved with the Project who as part of that involvement may interact with Children
Commonwealth	Commonwealth of Australia represented by the Department of Education
Conditions	these conditions of grant as set out in Schedules 1, 2, 3 and 4
Conditions of Grant / CoG	has the same meaning as Conditions
Conflict	refers to the Recipient engaging in any activity or obtaining any interest that would interfere with or restrict it from carrying out its obligations under these CoG fairly, independently and otherwise in accordance with these CoG
Department	the Commonwealth Department of Education
Designated Use	means the use of the Property Asset for the purposes specified in Schedule 1
Designated Use Period	means the period, if any, specified at Schedule 1
Eligible Student/s	is primarily understood to be a Commonwealth supported student – that is, an individual enrolled in a higher education course at an Australian institution who occupies a Commonwealth Supported Place (CSP). Where capacity permits, other students, including full fee-paying and Vocational Education and Training students may be deemed eligible.
Existing Material	means all Material owned by the Recipient in existence prior to the commencement of this CoG: a) incorporated in; b) supplied with; or c) required to be supplied with, or as part of, the Project Material
Fault	any negligent or unlawful act, omission or wilful misconduct.
Grant	the grant referred to in Schedule 1
Grant Amount	the amount referred to in Schedule 1
Grant Funds/Grant Funding	the funds making up the Grant Amount

Hub	means the facility known as the 'Mandurah Universities Centre' to be established for the Project and operated by the Recipient at and from the Project Site.
Hub Community of Practice	a community established by the Department of Education to support Suburban University Study Hub operators, including sharing best practice.
Insolvency Event	means: a) the person, being an individual, commits an act of bankruptcy; b) the person becomes or is likely to become insolvent; c) the person assigns any of its property for the benefit of creditors or any class of them d) a receiver, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to the person or the person enters into a scheme of arrangement with its creditors or is wound up; or e) the person suffers any execution against its assets which has or will have an adverse effect on its ability to perform the obligations under these Conditions
Intellectual Property Rights	also "IPRs" – includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, circuit layouts and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields
Key Performance Indicators	a set of metrics each Hub will be required to develop and report against in regular progress reports. The key performance indicators are to align with the project objectives and must be specific, measurable, attainable, relevant and timely.
Legislation	means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority
Material	any document, equipment, software (including source code and object code), goods, information and data stored by any including all copies and extracts of the same
Milestones and Deliverables	the milestones and deliverables set out in Schedule 3
Minister	the Commonwealth Minister for Education
National Principles for Child Safe Organisations	Means the National Principles for Child Safe Organisations, as published by the Australian Government (available at National Principles for Child Safe Organisations National Office for Child Safety)
Other Grants Guidelines	the Higher Education Support (Other Grants) Guidelines 2022 , as amended from time to time
Operative	the Hub will be taken to be operative where: a) Where required for lawful occupation of a Property Asset used to deliver the Project, a Certificate of Occupancy has been obtained; b) the Hub is staffed appropriately as set out in the Operational Plan; c) the Hub has registered one or more Eligible students to use the Hub; and d) the Hub is providing services to one or more Commonwealth-supported students.
Personal information	has the same meaning as it does in the Privacy Act
Privacy Act	the <i>Privacy Act 1988</i> as amended from time to time
Program	the Suburban University Study Hubs Program
Project	the project undertaken by the Recipient as specified in Schedule 1
Project Objectives	the objectives of the Project as specified in Schedule 1
Project Delegate	the Assistant Secretary, Higher Education Program Delivery Branch, Programs and Student Experience Division in the Department, or any other Assistant Secretary within the Department who may from time to time have Departmental responsibility for the Project. The Project Delegate's contact details are set out in Schedule 1
Project Material	all Material brought into existence for the purpose of carrying out the Project, including: a) the Project plan (if any) and the Reports; b) Material incorporated in, supplied or required to be supplied along with the Material referred to in paragraph (a); or

	a) Material copied or derived from Material referred to in paragraphs (a) or (b).
Project Name	"Mandurah Universities Centre"
Project Period	the period specified in Schedule 1 during which the Project must be completed
Property Asset	an interest in real property, including freehold, leasehold and contractual rights to occupy, real property acquired by the Recipient for the purposes of this grant for the purpose of conducting the Project, and includes the Project Site.
Recipient	the body corporate which is responsible for the Project: Regional Development Australia Peel Inc.
Records	includes documents, information and data stored by any and all copies or extracts of the same
Relevant Legislation	Means Legislation in force in any jurisdiction where any part of the Project may be carried out
Report or Reports	the Report or Reports referred to in Schedule 1
Secretary	the Secretary of the Department
Specified Acts	any of the following acts or omissions by or with the authority of the Commonwealth in relation to the Available Material: a) using, reproducing, adapting or exploiting all or any part of the Available Material, with or without attribution of authorship; b) supplementing the Available Material with any other Material; c) using the Available Material in a different context to that originally envisaged, but not including false attribution of authorship.
Third-party IPRs	the IPRs in any Third-party Material
Third-party Material	any Material incorporated or supplied with the Report in which the IPRs are owned by a third party alone or jointly with any other party (including the Recipient)
Unique Student Identifier (USI)	A government-issued reference code which uniquely identifies a student as someone who has undertaken education or training in Australia.
Working with Children Check / WWCC	the process in place pursuant to Relevant Legislation to screen an individual for fitness to work with Children

2. Preamble

- 2.1. Under Division 41 of the Act, the Commonwealth may make grants to certain higher education providers or bodies corporate specified in the *Higher Education Support (Other Grants) Guidelines 2022* to support open access to higher education across Australia, being the purpose specified in item II (C) of the table in subsection 41-10(1) of the Act.
- 2.2. Under paragraph 41-25(1)(c) of the Act, a grant made under part 2-3 of the Act may be made on such conditions that the Minister determines in writing under subsection 41-25(2).
- 2.3. The Minister's delegate has approved the Grant in respect of a Project. The Recipient agrees to accept the Grant on the terms and conditions set out in these Conditions of Grant.
- 2.4. The Grant is for the purpose of operating the **Mandurah Universities Centre** for the purposes set out in the Project Objectives section.
- 2.5. The Program is governed by Part 9A of the Other Grants Guidelines 2022.

Details of the Grant

3. Project information

Project title	Mandurah Universities Centre
Project site/s	17/38 Mandurah Terrace MANDURAH WA 6210 Any additional sites at which Commonwealth grant funding may be spent must first be identified by the Recipient and approved by the Project Delegate in writing. If additional sites are identified and approved at any time throughout the life of the project period, the Conditions of Grant must be amended to reflect these sites.
Recipient information	Regional Development Australia Peel Inc. PO Box 7 PINJARRA WA 6208 ABN 33 048 864 681
Recipient key contacts	Project lead: s 47F s 47F Regional Development Australia Peel Inc. drd@rdapeel.org.au 0428 947 837
Project objectives	The Recipient must meet or show sufficient evidence of progress towards meeting each of the project objectives through regular Progress Reporting. a) provide study facilities and student support services, free of charge, to eligible students, including (but not limited to): i. study spaces, internet access, computing and videoconferencing facilities; ii. academic skills, administrative and wellbeing support, pastoral care and orientation; and iii. assist students to gain experience and transition into local employment (where relevant) b) deliver increased rates of participation, retention and completion of study by students in the area c) develop and maintain a variety of partnerships (such as partnerships with universities, industry/ local community, local council/s, state and territory governments and other tertiary education providers and/ or schools), to

	support sustainability of the Hub and improve student outcomes and meet the needs of the students and their communities d) share information and promote success with the community (including schools and other education providers) to build local awareness of the Hub, aspiration, and support partnership opportunities e) share best practice and collaborate with other Hubs and the Hub Community of Practice f) engage in research/information sharing, including with local business and/or industry, to upskill locals to fill gaps in response to future workforce needs in the region, and to build their local communities through innovation g) regularly review policies, procedures and practices that ensure all staff can provide culturally appropriate and safe services h) maintain appropriate governance for the Hub and ensuring structure and governance support the mission and values of the Hub
Project activity period	Signing of this CoG until 30 June 2027.
Project period	Signing of this CoG until 30 November 2027.
Grant	The total amount of the Grant is s 47E(d) (GST exclusive). The manner and time of payment for each part of the Project is as outlined in Schedule 4.
Reporting	The Recipient must provide Reports (including Progress, Financial, Final and Acquittal Reports) to the Project Delegate as set out in Schedule 2 according to the timeframes specified in Schedule 3.
Project Delegate	The Commonwealth of Australia represented by the Department of Education located at 50 Marcus Clarke Street, Canberra ACT 2601. Assistant Secretary Higher Education Program Delivery Branch Programs and Student Experience Division Department of Education Location Code: C50MA7 Email: SuburbanHubs@education.gov.au

Conditions

4. Conduct of the project

4.1. The Recipient must carry out the Project:

- a) in accordance with the [Higher Education Support \(Other Grants\) Guidelines 2022](#);

- a) in accordance with the Milestones and Deliverables in Schedule 3 and Budget in Schedule 4; and
- b) in accordance with these Conditions and the Other Grants Guidelines.

5.2. The Recipient must:

- a) place the Grant Funds in a separate, high interest-bearing account, unless otherwise agreed by the Commonwealth;
- b) interest earned on the Grant Funds must be:
 - (i) expended on the Project; and
 - (ii) reported to the Department,
- c) identify the receipt and expenditure of the Grant Funds separately within the Recipient's accounting Records to ensure Grant Funds are always identifiable and traceable; and
- d) acquit all the Grant Funds provided under these Conditions at the times and in the manner specified in Schedule 2, Schedule 3 and Schedule 4.

5.3. Unless otherwise specified in the *Higher Education Support (Other Grants) Guidelines 2022* or by the Department, the Recipient must not use the Grant:

- a) on expert advice that has already been provided or is available through government businesses or a government project;
- b) for general marketing in relation to the Recipient or any other higher education provider other than marketing the Hub and the education opportunities available through the Hub;
- c) for travel that falls outside the of the agreed budget outlined in schedule 4, unless approved by the Department;
- d) to provide gifts or bonuses for the Recipient's officers, employees, subcontractors or agents;
- e) as security to obtain, or comply with, any form of loan, credit, payment or other interest;
- f) for the preparation of, or in the course of, any litigation; and
- g) for any purchase or other activity for which the Recipient is being provided with other Commonwealth, state or territory funding.

5.4. The Recipient must do all things necessary to ensure that all payments from the Grant Funding that the Recipient makes to third parties are correctly made and properly authorised and that the Recipient maintains proper and diligent control over the incurring of all liabilities associated with the Project.

5.5. The Recipient must keep financial Records relating to the Project to enable:

- a) all expenditure related to the Project to be identified in the Recipient's accounts;
- b) the preparation of financial statements in accordance with Australian Accounting Standards;
- c) the audit of those financial Records in accordance with Australian Auditing Standards; and
- d) the acquittal of all Grant Funding provided under these Conditions in the manner specified in Schedule 2, clause 31.

6. Payment

- 6.1. Subject to compliance by the Recipient with the terms of these Conditions, the manner and time of payments for the Project will be in accordance with Schedule 4.
- 6.2. Without limiting the Commonwealth's rights, the Project Delegate may withhold any payment in whole, or in part, at any time, if, in his or her reasonable opinion:
 - a) the Recipient has not performed the obligations under these Conditions, including if the Recipient fails to complete a Milestone within the time and manner set out in Schedule 3; or
 - b) the Recipient has money that has not been acquitted or is outstanding under this or any other arrangement (whether statutory or contractual) with the Department.
- 6.3. The Department may, at any time, require the Recipient to provide an audited report which complies with the requirements in clause 7 regarding the expenditure of the Grant under these Conditions up to the date specified by the Department.
- 6.4. If the Department exercises its rights under clause 6.2 or 6.3, the Recipient must continue to perform all its obligations under these Conditions, unless the Project Delegate agrees otherwise in writing.
- 6.5. The Department is not responsible for the provision of additional funds to meet any expenditure exceeding the Grant Amount.
- 6.6. If at any time, an overpayment occurs, including where an invoice is found to have been incorrectly rendered after payment, then this amount must be repaid to the Department within 20 business days of a written notice from the Department, or dealt with as directed in writing by the Department.
- 6.7. Consistent with section 164-15 of the Act, an overpayment may be recovered from the Recipient, including by offsetting that overpayment against any amount subsequently due to the Recipient under these Conditions or any other arrangement between the Recipient and the Department or between the Recipient and the Commonwealth.
- 6.8. If, whether during or at the completion of the Project Period some or all of the Grant Funding has not been spent in accordance with these Conditions or the Other Grants Guidelines; or acquitted to the Department's satisfaction, then this amount may be required to be repaid to the Department in accordance with the Act.
- 6.9. Any amount owed to the Commonwealth under these Conditions, is recoverable by the Department as a debt due to the Commonwealth by the Recipient without further proof of the debt by the Department.

7. Reporting and evaluation

- 7.1. The Recipient must provide the Department with Reports as outlined in Schedule 2.
- 7.2. All Reports must be:
 - a) provided at the times specified in Schedule 3 or as otherwise notified by the Department to the Recipient from time to time;
 - b) in the templates provided by the Department, or in the manner otherwise notified by the Department to the Recipient from time to time; and
 - c) submitted electronically to the Project Delegate at suburbanhubs@education.gov.au.
- 7.3. In considering whether to approve Reports, the Project Delegate will consider:

- a) whether the Report provides suitable detail to explain the activities of the Hub and the progress that is being made to achieve the Project Objectives;
 - b) whether the Grant Funding is being expended in the manner outlined in Schedule 4;
 - c) additional considerations in Schedule 2; and
 - d) any other matter the Project Delegate considers relevant.
- 7.4. The Reports must appropriately address, to the satisfaction of the Project Delegate, all manners set out in the appropriate templates.
- 7.5. If a Report is not approved by the Project Delegate, the Recipient must address outstanding issues and resubmit within a specified timeframe.
- 7.6. If the Project Delegate does not approve a Report, the Minister may reduce the amount of the grant, and/or require repayment of grant funds already provided in accordance with part 2-5 of the Act.
- 7.7. The Department will monitor the recipient's funding usage against the allocated budget (as outlined in Schedule 4) and undertake a review of funding 12-18 months from the commencement of these Conditions of Grant to ensure that the budget remains appropriate for the Hub. Where the Department determines the budget is no longer appropriate the Project Delegate may impose an adjustment to the funding amount.
- 7.8. The Recipient must, if requested by the Department, participate in any evaluation of the Project or the Program undertaken by the Department, including by persons authorised to do so on behalf of the Department. The recipient must also contribute to addressing the outcomes of any evaluation as deemed appropriate by the Department.
- 7.9. The Recipient must, if requested by the Department, participate in any survey/questionnaire undertaken by the Department.
- 7.10. The Department intends to undertake an evaluation of the Program in 2026-27.
- 7.11. At any time up to 36 months after the end of the Project Period, the Commonwealth may request additional information from the Recipient for the purposes of any review or evaluation that the Commonwealth may undertake of the Program or of the Project. Pursuant to clause 10, the Recipient must comply with any reasonable request the Commonwealth makes for this purpose.

8. Delay

- 8.1. The Recipient must take all reasonable steps to minimise delay in completion of the Project.
- 8.2. If the Recipient becomes aware that:
- a) the Recipient will be delayed in progressing the Project in accordance with these Conditions;
 - b) the Project will not be completed by the date specified in clause 3 of Schedule 1;
- the Recipient must immediately notify the Department in writing of the cause and nature of the delay. The Recipient is to detail in the notice the steps the Recipient will take to contain the delay.
- 8.3. If the Recipient wishes to make any change to the Milestones and Deliverables or to the timing or manner of payment of the Grant, these changes must first be approved by the Minister (or the Minister's delegate) in writing. To obtain any such approval, the Recipient must send the Project Delegate a written request including detailed reasons for the request.
- 8.4. On receipt of a notice of delay or request for change, the Minister (or his delegate) may:

- a) take any action that the Minister is permitted to take pursuant to the Act;
 - b) provide an extension to the Recipient;
 - c) take such other steps as are available under these Conditions, including withholding of payment under clause 6.2 until the relevant Milestone or Deliverable has been completed to the Department's reasonable satisfaction.
- 8.5. Unless the Department acts under clause 8.4, the Recipient is required to comply with the timeframe for progressing and completing the Project as set out in these Conditions.

9. Commencement of operation

- 9.1. The Recipient must ensure that the Hub is operational during Semester 1, 2025.
- 9.2. The Recipient must notify the Project Delegate in writing if the Hub will not commence operations within 30 days of the date specified in Schedule 1, clause 3 and as included in the interim Operational Plan. The Recipient must provide reasons for the delay and specify what steps have been taken to rectify the delay and when the Hub is expected to commence operations.
- 9.3. The Recipient must remain operative until 30 June 2027.
- 9.4. The Recipient must notify the Department if the Hub needs to be closed temporarily for unforeseen circumstances, within a 48-hour period of the closure having occurred.
- 9.5. At all times during the Project Period the Recipient must:
 - a) safeguard the Hub and any associated equipment against loss, damage, or unauthorised use;
 - b) maintain the Hub in good condition; and
 - c) reinstate the Hub and any associated equipment if it is damaged or destroyed.
- 9.6. At all times during the Project Period the Recipient must:
 - a) use the Hub, or ensure the Hub is used, for the Project;
 - b) not use the Hub, or permit the Hub to be used, in a way that would impact negatively on the achievement of the Project Objectives (specified at clause 3) or have the effect of preventing the Hub being used for the Project; and
 - c) where a real property interest has been purchased or acquired for the establishment and operation of the Hub, not dispose of, or transfer that property interest during the Project Period.
- 9.7. The Recipient must provide safe and equitable access to the Hub and Hub facilities (including internet access, a study space and student support services) without charge to all tertiary students who request to access the Hub.
- 9.8. The Recipient should take all reasonable steps to ensure:
 - a) the general welfare of all students using the Hub;
 - b) students using the Hub comply with the academic regulations, rules, policies, and procedures of the Higher Education Providers through which the students using the Hub are enrolled; and
 - c) students and staff using the Hub comply with all applicable copyright laws and regulations.

10. Liaison and monitoring

10.1. The Recipient must:

- a) liaise with and provide information to the Project Delegate, or a person nominated by the Project Delegate, as reasonably required by the Project Delegate;
- b) collaborate with, liaise with, and provide timely information to the Department, as reasonably required for the satisfactory completion of the Project in accordance with these Conditions; and
- c) comply with all reasonable requests, directions, or monitoring requirements received from the Project Delegate.

11. Assets

General provisions

11.1. The Recipient must not use Grant Funds for the purchase of or leasing or licensing of Assets unless the Asset is identified in the Project Budget in Schedule 4.

11.2. The Recipient must not use Assets for any purpose other than the performance of the Project unless it has obtained the prior written approval of the Department.

11.3. The Recipient must:

- a) not encumber or dispose of any Asset, or deal with any Asset other than in accordance with these Conditions of Grant, without having obtained the prior written approval of the Department;
- b) safeguard all Assets against theft, loss, damage or unauthorised use;
- c) maintain all Assets in good working order;
- d) be fully responsible for, and bear all risks arising in relation to, the use or disposal of any Asset;
- e) maintain appropriate insurances for all Assets to their full replacement value, and provide satisfactory evidence of this on request from the Department;
- f) maintain a register of all Assets, recording the date of purchase or lease, the purchase or lease price, Asset description, Asset location, the proportion of the Grant used to create or acquire the Asset, details of disposals of the Asset, including the sale price; and
- g) as and when requested, provide copies of the register of Assets to the Department.

11.4. Without limiting the prohibition on the Recipient from selling or disposing of an Asset under clause 11.3(a), if the Recipient sells or disposes of an Asset during the Project Period:

- a) the Project Delegate may require the Recipient to pay the Commonwealth a proportion of the market value of the Asset that is equivalent to the proportion of the purchase price of the Asset that was funded from the Grant; and
- b) the Recipient must comply with any such request within 21 Business Days of the request being made.
- c) if the Recipient does not pay the amount as required by clause 11.4(a) within the timeframe required by that clause:
 - i. the Recipient must pay that amount and must also pay interest on the relevant amount from the date it was due, for the period it remains unpaid; and

- ii. the relevant amount, and interest owed, will be recoverable by the Commonwealth as a debt due by the Recipient.
 - d) the Department's rights under this clause are in addition to, and do not limit in any way, the Department's right to seek recovery of Grant Funds where the Recipient sells, disposes of or ceases to use an Asset for the Project during the Project Period.
- 11.5. If, during the Project Period, any Assets are lost, damaged or destroyed, the Recipient must reinstate the Assets including from the proceeds of the insurance and this clause continues to apply to the reinstated Assets. This obligation also applies to owned (but not leased/licensed) Property Assets that are lost, damaged or destroyed during the Designated Use Period except where the Department agrees otherwise in writing.
- 11.6. On completion of the Project Period, Assets must be used for the benefit of local students in the area or such other purpose as the Minister may approve at the request of the Recipient.

Property Assets (Generally)

- 11.7. For any Property Asset, the Recipient must within three month(s) of the commencement of the Project Period:
- a) own the freehold; or
 - b) secure a binding entitlement or arrangement to lease, licence or otherwise occupy the Property Asset, and
 - c) the Recipient must substantiate to the reasonable satisfaction of the Department that it has sufficient tenure over the Property Asset to enable the Recipient to comply with its obligations in connection with these Conditions of Grant (including for the use of such Property Asset for the Project Period).
- 11.8. The Recipient undertakes for the Project Period:
- a) to use the Property Asset or to ensure the Property Asset is used for the Project;
 - b) to ensure that the Property Asset is not left unused or unoccupied for a period in excess of four weeks in any one calendar year without first obtaining the Department's written consent;
 - c) not to use the Property Asset, or permit the Property Asset to be used for a purpose other than for the Project without first obtaining the Department's written consent; and
 - d) not to dispose, transfer or otherwise deal with its interest in the Property Asset without the prior written consent of the Department where such consent may be:
 - i. withheld in the Commonwealth's absolute discretion; or
 - ii. made subject to conditions such as requiring the new owner/new lessee to enter into a deed of covenant in which it agrees to use the Property Asset (and any Works) for the Project for the remaining duration of the Project Period.
- 11.9. Without limiting or affecting the Recipient's obligations or the Commonwealth's rights under these Conditions or otherwise at law or in equity, the Recipient irrevocably:
- a) agrees that the Commonwealth has the right to register and maintain a caveat or charge against the title of the Property Asset preventing dealings with the Property Asset that the Commonwealth considers are or would be inconsistent with these Conditions, until such time as the conditions imposed under this Grant have been fully satisfied or discharged;

- b) charges in favour of the Commonwealth, all of the Recipient's rights, title and interest in and to the Property Asset (and to any Works) to secure the Recipient's obligations under these Conditions, including to pay any debt; and
 - c) agrees to sign such documents and procure all consents, as required by the Department, to allow lodgement of any caveat or charge against title of the Property Asset in the form required by the Department and such further documents from time to time to prevent lapsing, or withdrawal, of any caveat, charge or security.
- 11.10. Any freehold Property Asset purchased using Grant Funds (in whole or in part) is to be used for the Designated Use for a period of 10 years from the date that this determination is made.
- 11.11. Any Property Asset held under leasehold or other contractual right to occupy is to be used for the Designated Use for the duration of the Project Period.

Leased/Licensed Property Assets

- 11.12. Where the Recipient leases or licences or otherwise occupies a Property Asset, the Recipient must ensure that the agreement with the owner of the Property Asset satisfies the following minimum requirements:
- a) the term of the lease/licence is for the duration of the Project Activity Period, unless otherwise specified to the Department in writing, at least 30 days in advance of an anticipated location change;
 - b) the Designated Use and Activities under the Project are permitted under the lease/licence;
 - c) that the owner of the Property Asset consents:
 - i. to the charge over the lease/licence in favour of the Commonwealth contained in clause 11.14; and
 - ii. to any future assignment or subletting of the lease/licence to the Commonwealth or its nominee under clause 23.2(d).
- 11.13. The Recipient must not do anything during the Project Period that would give the owner of the Property Asset the right to terminate the Recipient's lease/licence or tenure over the Property Asset or the Recipient's right to use the Property Asset for the purpose of the Project including the Activities.
- 11.14. Where the Recipient leases or licences or otherwise occupies a Property Asset and the Recipient's right to use and occupy the Property Asset ends or is terminated or the Property Asset is materially damaged or destroyed during the Project Period, the Recipient must:
- a) notify the Department in writing within 5 business days of becoming aware of the relevant event;
 - b) use its best endeavours to identify alternative premises and notify the Department in writing when suitable alternative premises are identified; and
 - c) transition to the new premises as soon as reasonably possible, mitigating any interruption to delivery of the Project and the Designated Use.

12. Capital Works

- 12.1. The Recipient must not use Grant Funds for the purposes of Capital Works ('Works') except where such Works are identified in the Project Budget in Schedule 4. Where Grant Funds are used, the Recipient must ensure that the Works are carried out:
- a) in accordance with the Project Plan and Project Budget; and
 - b) to meet the timeframes specified against applicable Milestones.

- 12.2. The Recipient is fully responsible for all risks in respect of, and the Commonwealth does not accept any risk for, the performance of the Works including all risks or, and associated with, the design, construction and commissioning of the Works and the risk of the actual cost of the design, construction and commissioning of the Works being greater than anticipated.
- 12.3. The Recipient must ensure that all Works are carried out:
- a) in accordance with all Approvals for the Works;
 - b) in accordance with requirements, standards and all laws applicable to the Works;
 - c) using suitably qualified and licensed tradespersons as applicable; and
 - d) to ensure that the Works will be fit for purposes of the Project.

13. Insurance

- 13.1. The Recipient must, for as long as any obligations remain in connection with the Grant, ensure that it has appropriate insurance, including:
- a) Workers' compensation insurance for an amount required by the relevant state or territory legislation;
 - b) Public liability insurance (i.e. insurance that covers a Recipient's liability arising out of negligent acts or omissions that cause personal injury to other people or damage to the property of another person or organisation) for an amount of not less than ten million dollars (\$10,000,000) per claim;
 - c) Compulsory third party and comprehensive insurance for any motor vehicles purchased or leased with the Grant Funds;
 - d) Insurance to provide for the replacement of inventory purchased with Grant Funds in the event of fire, theft, damage or any other event that renders the item(s) unable to be used;
 - e) Professional indemnity insurance for not less than \$5 million (unless this is provided by a Higher Education Provider delivering course(s) of study offered at the Hub);
 - f) Appropriate insurance for the conduct of Works (where necessary); and
 - g) Any other insurance specified in these Conditions of Grant.
- 13.2. The Recipient must, on request by the Department, provide certificates verifying the currency of the insurances specified in clause 13.1.

14. Indemnity

- 14.1. The Recipient must indemnify the Commonwealth against any:
- a) loss or liability incurred by the Commonwealth;
 - b) loss of or damage to Commonwealth property; or
 - c) loss or expense incurred by the Commonwealth in dealing with any claim against the Commonwealth, including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used, or disbursements paid by the Commonwealth; arising from:
 - i. any act or omission by the Recipient, or any of the Recipient's employees, agents, or subcontractors in connection with these Conditions of Grant, where there was fault on the part of the person whose conduct gave rise to that liability, loss, damage, or expense;

- ii. any breach by the Recipient or any of the Recipient's employees, agents, or subcontractors of obligations or warranties under these Conditions;
 - iii. any use or disclosure by the Recipient, or its officers, employees, agents or subcontractors of personal information held or controlled in connection with these Conditions; or
 - iv. the use by the Commonwealth of the Available Material, including any claims by third parties about the ownership or right to use Intellectual Property Rights, or moral rights (as defined in the *Copyright Act 1968*), in the Available Material.
- 14.2. The Recipient's liability to indemnify the Commonwealth in clause 14.1 will be reduced proportionally to the extent that any fault on the part of the Commonwealth contributed to the relevant loss, damage, expense, or liability.
- 14.3. The Commonwealth's right to be indemnified is in addition to, and not exclusive of, any other right, power, or remedy provided by law, but the Commonwealth is not entitled to be compensated in excess of the amount of the relevant loss, damage, expense or liability.

15. Access to premises and records

- 15.1. The Recipient must keep and make available to the Department on the Department's request full and accurate Records of the conduct of the Project including the receipt and use of Grant Funding (in accordance with Australian Accounting Standards).
- 15.2. The Recipient must retain Records for 7 years after the completion of the Project and if requested by the Commonwealth, shall promptly allow persons authorised by the Commonwealth access to such records.
- 15.3. The Recipient must provide the Commonwealth (including the Auditor-General and any Information Officer under the *Australian Information Commissioner Act 2010*), or any persons authorised in writing by the Commonwealth:
 - a) access to premises where the Project is being performed and/or where Material relevant to the Project is kept within the time period specified in a Commonwealth notice; and
 - b) permission to inspect any Material relevant to the Project.
- 15.4. The rights referred to in clause 15.1 are subject to:
 - a) the provisions of reasonable prior notice to the Recipient; and
 - b) the Recipient's reasonable security procedures.
- 15.5. If a matter is being investigated which, in the opinion of a member of the Internal Audit Branch in the Department or any person authorised in writing by the Secretary, may involve an actual or apprehended breach of the law, clause 15.2 will not apply.
- 15.6. The requirement for access specified in clause 15.1 does not in any way reduce the Recipient's responsibility to perform its obligations under these Conditions.

16. Intellectual Property

- 16.1. Subject to this clause, ownership of the Project Material and the Intellectual Property Rights (IPRs) in the Project Material vest in the Recipient immediately on their creation.
- 16.2. The Recipient grants to the Commonwealth a permanent, irrevocable, free, world-wide, non-exclusive licence (including a right of sub-licence) to use; reproduce, adapt and exploit the IPRs in the Project Material for any purpose.
- 16.3. To the extent that the Commonwealth needs to use any of the Existing Material or Third Party Material provided by the Recipient in connection with the Project, the Recipient grants to, or

must obtain for the Commonwealth, a permanent, irrevocable, world-wide, royalty free, non-exclusive licence (including the right to sub-licence) to use, reproduce, adapt, modify and communicate that Material.

- 16.4. The Recipient must obtain for the Commonwealth written moral rights consents (other than in relation to acts of false attribution) from all authors of Project Material and Third-Party Material to the use of that Material by the Commonwealth prior to that Material being provided to the Commonwealth.
- 16.5. The Recipient:
 - a) warrants that it is entitled, or will be entitled at the relevant time, to deal with the IPRs in the Project Material (including Third-party IPRs) in accordance with this clause;
 - b) agrees to obtain from each author of the Available Material a written consent to the performance of the Specified Acts (whether occurring before or after the consent is given) by the Commonwealth or any person licensed by the Commonwealth to use, reproduce, adapt and exploit the Available Material; and
 - c) agrees to provide to the Commonwealth, on request, the executed original of each consent.
- 16.6. The Recipient must, if requested by the Commonwealth to do so, bring into existence, sign, execute or otherwise deal with any document which may be necessary or desirable to give effect to this clause.

17. Disclosure of Information

- 17.1. The Commonwealth may publicise the award of the Grant to the Recipient and information about any aspect of the Conditions at any time, in such manner and to such parties as it sees fit.
- 17.2. The Department gives no undertaking to keep confidential these conditions or any information in a Report unless otherwise notified by the department to the Recipient in writing.

18. Acknowledgement and publicity

- 18.1. The Recipient must acknowledge the contribution made by the Commonwealth to the Project in all related promotional material. In particular, the Recipient should ensure that:
 - a) the acknowledgment is prominently recorded and commensurate with that given to state or local government, corporate or other sponsors;
 - b) any formal statement issued in relation to any aspect of the Project, including speeches, media releases, brochures, should make reference to the Commonwealth contribution;
 - c) any signs and plaques erected in association with the Project must acknowledge the Commonwealth's assistance;
 - d) where an official opening or launch is proposed for the Project, the Minister is to be invited to attend or to send a representative; and
 - e) the Department is informed of any planned media and/or promotional activities in Reports or through direct communication by the Recipient in writing.
- 18.2. The Recipient must advise the Department of key/major marketing, promotion and events in relation to the Hub.
- 18.3. In acknowledging the Commonwealth in branding, marketing and promotional activities, the following wording should be used by Hubs (unless otherwise advised by the Department):

Supported by the Australian Government through the Suburban University Study Hubs Program.

19. Privacy and protection of personal information

19.1. The Recipient agrees:

- a) to comply with all of the requirements of the *Privacy Act 1988* (including the Australian Privacy Principles) in relation to this Project and this Conditions of Grant, as if the Recipient were an agency as defined in the Privacy Act;
- b) to deal with Personal Information received, collected, created or held by the Recipient for the purposes of these Conditions of Grant only to fulfil the Recipient's obligations under these Conditions of Grant; and
- c) ensure that any contractor engaged by the Recipient to perform any of its obligations under these Conditions of Grant is contractually bound to comply with the Australian Privacy Principles.

19.2. An act done or a practice engaged in by the Recipient or a subcontractor to meet (directly or indirectly) an obligation under these Conditions:

- a) is authorised by this clause for the purposes of sub-sections 6A(2) and 68(2) of the *Privacy Act* even if the act or practice is inconsistent with an Australian Privacy Principle or a registered APP code (as defined in the *Privacy Act*) that applies to the Recipient or the subcontractor; but
- b) is subject to the other obligations in these Conditions including this clause.

20. Conflict of interest

20.1. The Recipient warrants to the best of its knowledge after making reasonable inquiries that no Conflict exists or is likely to arise in the performance of its obligations under these Conditions.

20.2. If during the Project Period a Conflict arises, or is likely to arise, the Recipient must:

- a) immediately notify the Commonwealth in writing of that Conflict and of the steps the Recipient proposes to take to resolve or otherwise deal with the Conflict;
- b) make full disclosure to the Commonwealth of all relevant information relating to the Conflict; and
- c) take steps as the Commonwealth may, if it chooses to, reasonably require to resolve or deal with the Conflict as required.

20.3. For the avoidance of doubt, the Recipient's obligations under this clause do not prohibit the Recipient from:

- a) performing services (including research and other services) for other people or organisations; and
- b) performing other activities,

so long as the Recipient's performance of those other services or activities will not impact on the Recipient's ability to perform its obligations under these Conditions fairly, independently and otherwise in accordance with these Conditions.

21. Compliance with laws and policies

21.1. The Recipient must, in carrying out its obligations under these Conditions of Grant, comply with:

- a) all relevant statutes, regulations, by-laws and requirements of any Commonwealth, state, territory or local authority; and
- b) any Australian Government policies relevant to the Grant and notified to the Recipient by the Minister at the time of the Grant.

21.2. This CoG is governed by the law of the Australian Capital Territory.

21.3. The Recipient acknowledges that:

- a) it may have obligations under the *Workplace Gender Equality Act 2012* and must comply with those obligations;
- b) when dealing with its employees, it must comply with the *Fair Work Act 2009* and related legislation, and obligations under relevant occupational health and safety laws;
- c) Chapter 7 of the *Criminal Code Act 1995* provides for offences which attract substantial penalties, including theft of Commonwealth property and other property offences, obtaining property or financial advantage by deception, offences involving fraudulent conduct, bribery, forgery and falsification of documents;
- d) giving false or misleading information is a serious offence under the *Criminal Code Act 1995*;
- e) the publication or communication of any fact or document by a person which has come to their knowledge or into their possession or custody by virtue of compliance with these Conditions of Grant (other than a person to whom the Recipient is authorised to publish or disclose that fact or document) may be an offence under section 70 of the *Crimes Act 1914*, punishment for which may be a maximum of two years imprisonment;
- f) in respect of data, including personal information, held in connection with these Conditions of Grant, any unauthorised and intentional access, destruction, alteration, addition or impediment to access or usefulness of the data stored in any computer in the course of complying with these Conditions of Grant is an offence under Part 10.7 of the *Criminal Code Act 1995* which may attract a substantial penalty, including imprisonment;
- g) it is aware of the provisions of section 79 of the *Crimes Act 1914* relating to official secrets;
- h) it is aware of its obligations under Part 4 of the *Charter of United Nations Act 1945* and the Charter of the United Nations (Dealing with Assets) Regulations 2008;
- i) it may be subject to the provisions of the *Competition and Consumer Act 2010* and the *Archives Act 1983* and must comply with any such provisions.

22. Child safety

22.1. The Recipient must:

- a) comply with all Relevant Legislation relating to the employment or engagement of Child-Related Personnel in relation to the Project, including all necessary Working With Children Checks however described;
- b) ensure that Working With Children Checks obtained in accordance with this clause remain current and that all Child-Related Personnel continue to comply with all Relevant Legislation for the duration of their involvement in the Project; and

- c) ensure that any subcontract entered into by the Grantee for the purposes of this Agreement imposes the same obligations in clauses 20.4 (a) and (b) on the subcontractor and also requires the subcontractor to include those obligations in any secondary subcontracts.

22.2. The Grantee agrees in relation to the Project to:

- a) implement the National Principles for Child Safe Organisations;
- b) ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;
- c) complete and update, at least annually, a risk assessment to identify the level of responsibility for Children and the level of risk of harm or abuse to Children;
- d) put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required by this clause;
- e) provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:
 - i. the National Principles for Child Safe Organisations;
 - ii. the Grantee's risk management strategy required by this clause;
 - iii. Relevant Legislation relating to requirements for working with Children, including Working With Children Checks;
 - iv. Relevant Legislation relating to mandatory reporting of suspected child abuse or neglect, however described; and
- f) provide the Commonwealth with an annual statement of compliance with clauses 22.1 and 22.2, in the format specified by the Department; and
- g) ensure that any subcontract entered into by the Grantee for the purposes of this CoG imposes the same obligations in clauses 22.2(a) to (e) on the subcontractor and also requires the subcontractor to include those obligations in any secondary subcontracts.

22.3. With reasonable notice to the Grantee, the Commonwealth may conduct a review of the Grantee's compliance with this clause.

22.4. The Grantee agrees to:

- a) notify the Commonwealth of any failure to comply with this clause;
- b) co-operate with the Commonwealth in any review conducted by the Commonwealth of the Grantee's implementation of the National Principles for Child Safe Organisations or compliance with this clause; and
- c) promptly, and at the Grantee's cost, take such action as is necessary to rectify, to the Commonwealth's satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this clause.

23. Step in

23.1. Without prejudice to any other right or remedy that the Commonwealth may have under these Conditions, at law or in equity, if the Department considers in its absolute discretion, that the Recipient has breached or is in breach of any obligation under these Conditions, including where the Recipient is subject to an Insolvency Event, the Department may make any other

arrangements considered necessary or desirable by it to complete all or part of the Project to ensure completion of the Project Objectives and obligations under these Conditions.

- 23.2. The Recipient must do everything necessary or desirable to give effect to the Commonwealth's rights under clause 23.1 as directed by the Department, including:
- a) novating or assigning to the Commonwealth or its nominee any contracts with subcontractors or other third parties relating to the Project, including the Works;
 - b) authorising the Commonwealth to deal with all Grant Funds held by the Recipient, including authorising the Commonwealth or its nominee to act as a signatory to the Recipient's bank account in which Grant Funds are held;
 - c) granting the Commonwealth or its nominee either:
 - i. a lease or licence in relation to any Property Asset owned by the Recipient and used for the conduct of the Project; or
 - ii. an assignment of any lease/licence/other occupation right in relation to a Property Asset used and occupied by the Recipient for the conduct of the Project, on terms that are sufficient for due and proper completion of the Project (and any Works) and to ensure that the Property Asset is available for the Project for the balance of the Project Period;
 - d) providing the Commonwealth or its nominee with unfettered access to the Assets for the duration of the Project Period; and
 - e) repaying to the Commonwealth, all unused or uncommitted Grant Funds.

24. Survival

- 24.1. Termination or expiry of these Conditions for any reason does not extinguish or otherwise affect:
- a) any rights of either party against the other which accrued prior to the time of termination or expiry; or
 - b) the clauses which by their nature survive expiry of the Project Period including:
 - i. those that relate to the ongoing use of the Property Asset for the Designated Use for the Designated Use Period; and
 - ii. but not limited to, the provisions dealing with confidentiality, intellectual property rights, insurance, indemnity, access to premises, audit and personal information.

Schedule 2 – Reporting

25. Capital Works Plan (where applicable)

- 25.1. Commonwealth grant funding will be used for capital works to deliver the project. A Capital Works Plan must be submitted for the Project location identified Schedule 1, clause 3.
- 25.2. The Recipient must not undertake Capital Works, without prior approval of a Capital Works Plan by the Project Delegate.
- 25.3. The Capital Works Plan must appropriately address, to the satisfaction of the Project Delegate, all matters set out in the Capital Work Plan template.
- 25.4. In deciding whether to approve the Capital Works Plan, the Project Delegate will consider:
 - a) Whether the Capital Works Plan is consistent with the application submitted by the Recipient or subsequently agreed to by the Department prior to signing the Conditions of Grant;
 - b) Whether planned expenditure is allowable under these Conditions of Grant;
 - c) Whether the Capital Works Plan budget is consistent with the budget proposed by the Recipient in its application or subsequently agreed to by the department prior to signing the Conditions of Grant;
 - d) Risk management planning for capital works;
 - e) Any other matter the Project Delegate considers relevant.
- 25.5. If the Project Delegate does not approve the Recipient's Capital Works Plan, or if the Recipient does not comply with an approved Capital Works Plan, the Minister may reduce the amount of the grant, and/or require repayment of grant funds already provided in accordance with part 2-5 of the Act.

26. Interim Operational Plan

- 26.1. The Recipient must provide an Interim Operational Plan to address the establishment phase of the Hub.
- 26.2. The Interim Operational Plan will address the following matters:
 - a) Anticipated date the Hub will commence operations;
 - b) Location of the Hub and any leasing arrangements;
 - c) Plan for the establishment of the Hub;
 - d) Refurbishment and capital works to be undertaken;
 - e) Staff recruitment activities;
 - f) Marketing and promotion activities in advance of the Hub commencing operation;
 - g) Risk management plan
 - h) Student support services plan
 - i) Plan for engagement and partnerships
 - j) Planned governance structure
 - k) Any further activities which have varied since the application to this program was submitted to the Department.

27. Operational Plan

- 27.1. The Recipient must provide an Operational Plan which addresses the operational phase of the Hub, including the Hub's key performance indicators against the Project Objectives set out in Schedule 1, clause 3 of this CoG.
- 27.2. The Operational Plan will address the following matters:
 - a) the location of the Hub;
 - b) student and staff hours of access to the Hub building;
 - c) facilities, including furnishings, equipment and information technology equipment;
 - d) staff, including number, employment type, role and qualifications;
 - e) student support services and any academic support services that will be provided by the Hub;
 - f) projection of student numbers across the project period;
 - g) courses that will be supported by the Hub;
 - h) risk management plan for the operation of the Hub (including insurance policies in place);
 - i) university, other education provider, community and business partnerships; both formal and informal;
 - j) schedule of project activities and Key Performance Indicators across the grant period;
 - k) any projected communications or marketing activities;
 - l) other matters determined by the Project Delegate and included in the Operational Plan template.
- 27.3. If the Operational Plan is not approved by the Project Delegate, the Recipient must address outstanding issues and resubmit the Operational Plan within a specified timeframe. In approving the Operational Plan, the Project Delegate will consider if the information and responses provided are of a suitable quality and detail to allow a clear understanding of the operation of the Hub throughout the project period, including:
 - a) whether information relating to access, staffing, student numbers (including anticipated numbers), support services, courses that will be supported, facilities and partner institutions is satisfactory;
 - b) whether the Operational Plan is consistent with the budget proposed in these Conditions of Grant;
 - c) whether the project milestones and key performance indicators are realistic and measurable;
 - d) whether risk management planning is comprehensive and suitable insurance is in place; and
 - e) any other matter the Project Delegate considers relevant.
- 27.4. Where the scheduled submission date cannot be achieved, the Recipient may request an extension (in writing) in accordance with Schedule 1, clause 8.2.
- 27.5. If the Department or Project Delegate requests amendments to the Operational Plan to comply with the standard outlined in these Conditions of Grant, the Recipient must make reasonable adjustments as requested by the delegate within the period specified.

- 27.6. If the Project Delegate does not approve the Recipient's Operational Plan, or if the Recipient does not comply with an approved Operational Plan, the Minister may reduce the amount of the grant, and/or require repayment of grant funds already provided in accordance with part 2-5 of the Act.

28. Progress Reporting

- 28.1. The Progress Report will address a range of matters, including (but not limited to) the following:
- a) summary of the progress of the project for the relevant reporting period;
 - b) progress towards project objectives and key performance indicators including any major implications impacting on the project over that period;
 - c) any communications or marketing activities which occurred over that period;
 - d) outreach activities that occurred with schools and communities, to increase awareness of the Hub, if applicable;
 - e) a summary of student numbers (including increases/decreases) and course completions;
 - f) a summary of partnerships and outcomes from these;
 - g) staffing, including staff roles, training and qualifications, any loss of staff over the period and recruitment activities, if relevant;
 - h) risk management issues (including any challenges over the calendar year and how these were mitigated), or any potential risks for the coming year;
 - i) lead roles or participation in any research/evaluation/innovative activities, including whether this was due to any other Commonwealth or state/ territory funding/grants;
 - j) engagement undertaken with the Hub Community of Practice, to support sharing of best practice with other Hubs;
 - k) updates to operations (if required);
 - l) an overview of anticipated activities for the next calendar year;
 - m) any activities being undertaken to support the sustainability of the Hub's operations beyond the project period;
 - n) other matters as may be determined by the Project Delegate from time to time.
- 28.2. The recipient must meet or show sufficient evidence of progress toward meeting each of the Project Outcomes at Schedule 1, clause 3. of this CoG and the responding KPIs outlined in the Hub's operational plan/s, in each progress report.
- 28.3. In considering whether to approve the Progress Report, the Project Delegate will consider whether the Progress Report indicates the Hub is/has been established and is operating in a manner consistent with the Recipient's application and other Hubs.

29. Financial Reporting

- 29.1. The Financial Report will address a range of matters, including (but not limited to) the following:
- a) income and expenditure of Commonwealth grant funds;
 - b) income and expenditure from other sources (including in-kind support and partnerships); as well as impacts on surplus, underspends or overspends;

- c) ensuring that all Grant Funding received was expended for the Project and in accordance with these Conditions of Grant.

30. Student Data

- 30.1. The Recipient is required to submit student data, as directed by the Department.
- 30.2. The format of delivery and type of information collected may be subject to change over the project period.
- 30.3. At a minimum, the Recipient must collect student's Unique Student Identifiers (USIs); and other information required for student registration with the Hub whilst maintaining student privacy.
- 30.4. The department will provide the Recipient with templates for data collection and other resources to support the privacy and protection of information collected.

31. Final Report and Acquittal Report

- 31.1. The Recipient must provide a Final Report, covering the period from the project commencement to the project completion as set out in Schedule 1, to the Project Delegate and must contain, at a minimum:
 - a) evidence that the Project deliverables specified in the Conditions of Grant and project reports (including the Milestones in Schedule 3) have been completed;
 - b) a statement describing the objectives and outcomes achieved as a result of the Grant for the Activities specified in these Conditions of Grant;
 - c) a description of any plans for the Hub to continue operating beyond the project period;
 - d) copies of any published reports, pamphlets or other documentation relevant to the Project which have not already been included in Progress Reports; and
 - e) an Acquittal report as set out below.
- 31.2. The Recipient must provide the Acquittal Report to the Project Delegate and it must contain, at a minimum:
 - a) a certificate signed by the Recipient's chief executive officer (or equivalent) or any other senior officer of the Recipient's organisation acceptable to the Project Delegate, that all Grant Funding received was expended for the Project and in accordance with these Conditions of Grant.
 - b) an audited, detailed statement of income and expenditure in respect of the Grant Funding, which must include a definitive statement as to whether the financial accounts are true and fair.
 - c) an audit statement that demonstrates that the Grant Amount was expended for the Project and in accordance with these Conditions of Grant.
 - d) any other requirements set out in these Conditions of Grant or any other information required by the Project Delegate and advised by the Project Delegate to the Recipient.
- 31.3. Unless otherwise approved by the Project Delegate in writing, the audits referred to above must:
 - a) comply with the Australian Auditing Standards; and
 - b) be carried out by a person who is:
 - i. registered as a company auditor under the *Corporations Act 2001*, or a member of the Institute of Chartered Accountants in Australia (who is entitled to use the letters

CA or FCA), or of CPA Australia (who is entitled to use the letters CPA or FCPA) or the Institute of Public Accountants (formerly the National Institute of Accountants) (who is entitled to use the letters MNIA, FNIA, PNA or FPNA); and

- ii. not a principal, member, shareholder, officer or employee of the Recipient (the Recipient's holding company or a subsidiary of the Recipient or the Recipient's holding company).

Schedule 3 – Milestones and Deliverables

All milestones are expected to be met using the templates provided by the Department.

Milestone	Deliverables	Due Date (subject to change)
Milestone 1a	- Delegate signature of Conditions of Grant	-
Milestone 1b	- Capital Works Plan	Approx. 20 January 2025 Prior to commencement of capital works
Milestone 2	- Interim Operational Plan	28 February 2025
Milestone 3	- Operational Plan - Progress Report 1 - Financial Report 1 - Student Data	31 July 2025
Milestone 4	- Progress Report 2 - Financial Report 2 - Student Data	9 January 2026
Milestone 5	- Progress Report 3 - Financial Report 3 - Student Data	31 July 2026
Milestone 6	- Progress Report 4 - Financial Report 4 - Student Data	8 February 2027
Milestone 7	- Progress Report 5 - Financial Report 5 - Student Data	31 July 2027
Milestone 8	- Final Project Report - Final Project Acquittal	30 November 2027

Schedule 4 – Budget and Payments

1. Budget

- 1.1. In accordance with Schedule 1, clause 3 of the Conditions of Grant, the Recipient must carry out the Milestones and Deliverables in accordance with the Budget set out in Table 1 and Table 2 below.
- 1.2. Expenditure detailed in Table 1 and Table 2 relate to Commonwealth grant funding under the Suburban University Study Hubs program only. Income and expenses attributed to other income sources should be reported separately in all financial reporting.
- 1.3. Funds set out in Table 1 can only be used for a different purpose within a margin of 10% or with the prior written approval of the Department.
- 1.4. Funds set out in Table 2 will be paid as a once-off payment by the Commonwealth on the approval, by the Project Delegate, of the Capital Works Plan outlined at clause 25.
- 1.5. Funds set out in Table 2 cannot be used for operational activities unless otherwise agreed by the Commonwealth.
- 1.6. The amount of the Grant does not include GST. Should GST be applicable the amount of the grant may be varied to consider the effect of GST, without having to remake these Conditions of Grant.

Table 1 – Budget

Expenditure item	2024-25	2025-26	2026-27	Total
Accounting & auditing expenses	s 47E(d)			
Affiliation fees				
Bank fees and charges				
Building repairs and maintenance				
Cleaning				
Furniture, storage and other furnishings				
Insurance – general				
Insurance – worker's compensation				
ICT equipment				
ICT software				
Learning support resources and equipment				
Legal expenses				
Licences & permits				
Maintenance – computer & equipment				
Marketing/Advertising/Promotion				
Office expenses				
Printing, postage & stationery				
Recruitment expenses				
Rent expenses				
Security				
Internet, connectivity & computer support				
Staff & student amenities				
Staff expenses (training & development)*				
Telephone expenses				
Travel expenses				

Uniform expenses	s 47E(d)
Utilities (water/electricity)	
Wages/Salaries - Hub Manager	
Wages/Salaries – Student Advisor	
Wages/Salaries - on costs (Superannuation, LSL etc)	
Website development/maintenance	
Other	
Total Operational	

Table 2 – Capital Works

Expenditure item	2024-25	Total
Floor coverings	s 47E(d)	
Painting		
Electrical works		
Security installation		
Planning approval and certification costs		
Signage		
Installation or removal of partition walls		
Specialised teaching equipment (smart boards, etc.)		
Kitchen equipment (appliances, etc.)		
General office equipment (shredders, partitions, etc.)		
Contingencies		
Total Capital		

2. Payments

- 2.1. Subject to compliance with these Conditions of Grant, the Commonwealth will pay the Grant Funds to the Recipient in the instalments set out in Table 3 below.
- 2.2. Milestones and Deliverables in Schedule 3 will be considered achieved and associated payments will become payable following the Project Delegate's acceptance.
- 2.3. Grant Funds will be paid in the next available payment following the Project Delegate's acceptance of Milestones.

Table 3 – Milestone and Scheduled Payments

Milestone	Deliverable due date (subject to change)	Payment date*	Instalment
Milestone 1a	-	13 February 2025	s 47E(d)
Milestone 1b	20 January 2025	13 February 2025	
Milestone 2	28 February	20 March 2025	
Milestone 3	31 July 2025	October 2025	
Milestone 4	9 January 2026	February 2026	
Milestone 5	31 July 2026	October 2026	
Milestone 6	8 February 2027	May 2027	
Milestone 7	31 July 2027	October 2027	-
Milestone 8	30 November 2027	-	-
Total Grant Funding		s 47E(d) (excluding GST)	

**Payment date is an estimation only. If the milestone is achieved and has a linked payment, the payment is triggered when the Milestone is assessed by the Department and accepted by the Project Delegate.*