



Australian Government

Funding Agreement

between the

COMMONWEALTH OF AUSTRALIA

as represented by the

Minister for Education

and

Eastern College Australia Inc.

regarding funding

**under the Commonwealth Grant Scheme in respect of the
2018, 2019 and 2020 grant years**

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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

Eastern College Australia Inc., 5 Burwood Highway WANTIRNA VIC 3152 ('Provider')
[ABN 61 551 855 405]

WHEREAS:

- A. The Provider meets the requirement of subparagraph 30-1(1)(b) of HESA.
- B. This funding agreement is made under subsection 30-25(1) of HESA in respect of the 2018, 2019 and 2020 grant years.
- C. Entering 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. Both parties acknowledge the Commonwealth of Australia's priorities for delivering improvements in accountability and transparency in the delivery of higher education including in:
 - admissions processes
 - provision of data to support improved information for students
 - student outcomes
 - provision of data about teaching and research costs.
- F. Under section 36-65 of HESA, the Provider must comply with this funding agreement.

NOW IT IS AGREED as follows:

The parties agree that the funding agreement made by them on 8 August 2019 for the Commonwealth to provide funding to the University under the Commonwealth Grant Scheme (CGS) in respect of the grant years 2018, 2019 and 2020 shall terminate on the date on which this Funding Agreement is made.

PART A: Introduction

Commonwealth Grant Scheme funding amount and payment arrangements

1. The Commonwealth will pay to the Provider the CGS funding amount for the 2018, 2019 and 2020 grant years, calculated in accordance with division 33 of HESA.
2. The Commonwealth has notified the Provider about the CGS advances in respect of amounts expected to become payable for the grant years covered by this Agreement.
3. Amounts payable as CGS advances may be adjusted throughout the grant year based on information provided to the Commonwealth by the Provider.
4. The Commonwealth has guaranteed CGS payments for all higher education institutions in 2020. While institutions continue to teach students, CGS payments will be paid throughout 2020, regardless of any change in enrolments due to COVID-19. Other Grants Guidelines will be amended to enact this.

Estimates of Commonwealth supported places

5. The Provider must provide accurate and timely estimates of Commonwealth supported places for the current year and future years, 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 will include providing the data in the form and at the times required to support the national admissions platform.

PART B: Allocation of places

Maximum basic grant amount

7. The maximum basic grant amount for 2018, calculated in accordance with subparagraph 30-27(1)(b) of HESA, is \$624,751.
8. The maximum basic grant amount for 2019, calculated in accordance with subparagraph 30-27(1)(b) of HESA, is \$636,607.
9. The maximum basic grant amount for 2020, calculated in accordance with subparagraph 30-27(1)(b) of HESA, is \$648,060.

Allocation of Commonwealth supported places

10. The total number of Commonwealth supported places allocated to the Provider under subsection 30-10(1)(b) for each Funding Cluster for the 2018 grant year covered by this agreement is shown below in [Table 1a](#).
11. The total number of Commonwealth supported places allocated to the Provider under subsection 30-10(1)(b) for each Funding Cluster for the 2019 grant year covered by this agreement is shown below in [Table 1b](#).
12. The total number of Commonwealth supported places allocated to the Provider for 2020 under subsection 30-10(1)(b) for each Funding Cluster for the 2020 grant year covered by this agreement is shown below in [Table 1c](#).
13. The Provider must use the Commonwealth supported places in education courses of study at the Wantirna campus.

14. Any places allocated at the postgraduate level are for non-research Courses of Study and exclude any course which is subject to Ministerial determination under paragraph 36-15(2)(b) of HESA.
15. 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 that the Provider delivers the total number of the Commonwealth supported places identified in Table 1a, Table 1b and Table 1c in the grant year. If the Provider is unable to deliver the places detailed in Table 1a, Table 1b or Table 1c it must notify the Commonwealth as soon as practicable.
16. The Provider is not to transfer any allocation of Commonwealth supported places between undergraduate and postgraduate courses of study.
17. The Provider may be audited to check whether actual enrolments in Commonwealth supported places align with Table 1, Table 1b and Table 1c.

Table 1a: Allocation of Commonwealth supported places for 2018¹

Cluster No.	Funding cluster	Number of undergraduate places for 2018 grant year (EFTSL)	Number of non-research postgraduate places for 2018 grant year (EFTSL)	Total number of Commonwealth supported places for 2018 grant year (EFTSL)
1	Law, accounting, administration, economics, commerce	0	0	0
2	Humanities	0	0	0
3	Mathematics, statistics, behavioural science, social studies computing, built environment, other health	0	0	0
4	Education	45	13	58
5	Clinical psychology, allied health, foreign languages, visual and performing arts	0	0	0
6	Nursing	0	0	0
7	Engineering, science, surveying	0	0	0
8	Medicine, dentistry, veterinary science, agriculture	0	0	0
	Total	45	13	58

NOTES:

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

Table 1b: Allocation of Commonwealth supported places for 2019¹

Cluster No.	Funding cluster	Number of undergraduate places for 2019 grant year (EFTSL)	Number of non-research postgraduate places for 2019 grant year (EFTSL)	Total number of Commonwealth supported places for 2019 grant year (EFTSL)
1	Law, accounting, administration, economics, commerce	0	0	0
2	Humanities	0	0	0
3	Mathematics, statistics, behavioural science, social studies computing, built environment, other health	0	0	0
4	Education	35	23	58
5	Clinical psychology, allied health, foreign languages, visual and performing arts	0	0	0
6	Nursing	0	0	0
7	Engineering, science, surveying	0	0	0
8	Medicine, dentistry, veterinary science, agriculture	0	0	0
	Total	35	23	58

NOTES:

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

Table 1c: Allocation of Commonwealth supported places for 2020¹

Cluster No.	Funding cluster	Number of undergraduate places for 2020 grant year (EFTSL)	Number of non-research postgraduate places for 2020 grant year (EFTSL)	Total number of Commonwealth supported places for 2020 grant year (EFTSL)
1	Law, accounting, administration, economics, commerce	0	0	0
2	Humanities	0	0	0
3	Mathematics, statistics, behavioural science, social studies computing, built environment, other health	0	0	0
4	Education	35	23	58
5	Clinical psychology, allied health, foreign languages, visual and performing arts	0	0	0
6	Nursing	0	0	0
7	Engineering, science, surveying	0	0	0
8	Medicine, dentistry, veterinary science, agriculture	0	0	0
	Total	35	23	58

NOTES:

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

PART C: Other conditions and requirements

Closure of courses

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

New campuses and campus closures

19. The Provider must obtain the Commonwealth's prior written approval if the Provider proposes to enrol Commonwealth supported students in a course of study that is, or is to be undertaken, primarily at an educational facility, other than one of the Provider campuses listed in clause 13 of this Agreement.
20. The Provider must seek the Commonwealth's prior written approval before closing or otherwise disposing of a campus of the Provider at which students are enrolled in Commonwealth supported places.

Clinical placements and practicums

21. The Commonwealth contribution amounts for a place in a nursing and education funding cluster include amounts in recognition of the costs of nursing clinical placement and teaching practicum. The Provider must use these amounts only for those purposes.
 - 21.1. \$1,330 and \$912 per place in the nursing and teaching clusters respectively in 2018;
 - 21.2. \$1,335 and \$929 per place in the nursing and teaching clusters respectively in 2019; and
 - 21.3. \$1,379 and \$945 per place in the nursing and teaching clusters respectively in 2020.
22. For a course that is accredited under section 49 of the National Law, the Provider must ensure that each student enrolled in a course has access to clinical placements in accordance with the approved accreditation standard for the profession.
23. For a course that provides a pathway to professional accreditation, where that accreditation requires a clinical or practicum placement such as an initial teacher education course, the Provider must ensure that each student enrolled in that course has access to clinical placements or practicums in accordance with the approved national accreditation standard.

Applicable law and jurisdiction

24. The laws of the Australian Capital Territory apply to the interpretation of this agreement.
25. 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

26. This agreement and the *Higher Education Support Act 2003* record the entire agreement between the parties in relation to its subject matter.
27. 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.
28. 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

29. 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, Skills and Employment 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 Executive Principal or other person as notified in writing by the Provider to the Commonwealth; and hand delivered or sent by pre-paid post or Electronic Communication to the address specified in subclause 29.1 of this agreement.

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

First Assistant Secretary
Higher Education Division
Department of Education, Skills and Employment
50 Marcus Clarke Street
GPO Box 9880
CANBERRA ACT 2601
Email: cgs@dese.gov.au

The address for notices to the Provider is specified below:

Executive Principal
Eastern College Australia Inc.
5 Burwood Highway
WANTIRNA VIC 3152
tmeyers@eastern.edu.au

30. A notice given under clause 29 is taken to be received:

- a. if hand delivered, on delivery;
- b. if sent by pre-paid post, 5 business days after the date of posting; or
- c. if sent by Electronic Communication, at the time that would be the time of receipt under section 14A of the *Electronic Transactions Act 1999*.

Interpretation

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

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

'CGS' means Commonwealth Grant Scheme

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

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

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

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

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

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

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

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

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

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

'National Law' means (a) for a state or territory other than Western Australia – the Health Practitioner Regulation National Law as set out in the Schedule to the *Health Practitioner Regulation National Law Act 2009 (Qld)* as it applies (with or without modification) as a law of the State or Territory; and (b) for Western Australia – the legislation enacted by the *Health Regulation National Law (WA) Act 2010* that corresponds to the Health Practitioner Regulation National Law;

'Number of Commonwealth Supported Places' has the same meaning as set out in item 1 of Schedule 1 of HESA;

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

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

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

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

- 32.1. words in the singular include the plural and vice versa;
- 32.2. clause headings or words in bold format are inserted for convenience only, and have no effect in limiting or extending the language of provisions;
- 32.3. all references to dollars are to Australian dollars;
- 32.4. unless stated otherwise, a reference to legislation is to legislation of the Commonwealth, as amended from time to time;
- 32.5. an uncertainty or ambiguity in the meaning of a provision of this agreement will not be interpreted against a party just because that party prepared that provision; and
- 32.6. 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.
- 32.7. where a word or phrase is not specifically defined in this agreement and the word or phrase occurs in the *Higher Education Support Act 2003*, the word or phrase will have the same meaning as in that Act.

SIGNED for and on behalf of

THE COMMONWEALTH OF AUSTRALIA

by Dom English, First Assistant Secretary,
Higher Education Division of the Department of
Education, Skills and Employment as delegate
of the Minister for Education

Signed by

Dom English

Date:

13 September 2020

In the presence of:

Signed by

Drew Menzies-McVey

Position of witness

Assistant Secretary

SIGNED for and on behalf of
Eastern College Australia Inc.

Signed by

Tim Meyers

Position

Executive Principal

In the presence of:

Signed by

Cheryl Osment

Position or profession of witness

General Manager
