



Australian Government

Funding Agreement

between the

COMMONWEALTH OF AUSTRALIA

as represented by the

Minister for Education

and

Alphacrucis College Limited

regarding funding

**under the *Commonwealth Grant Scheme* in respect of the
2021, 2022 and 2023 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

Alphacrucis College Limited, PO Box 337, PARRAMATTA NSW 2124 ('Provider')
[ABN 13 072 747 187]

WHEREAS:

- A. The Provider meets the requirements of paragraph 30-1(1)(b) of HESA.
- B. This funding agreement is made under subsection 30-25(1) of HESA in respect of the 2021, 2022 and 2023 grant years.
- C. Entering into this agreement is a requirement under subparagraph 30-1(1)(b)(iii) of HESA for a Commonwealth Grant to be payable to the Provider under Part 2-2 of HESA.
- D. Subject to subsections 30-25(2A) and 30-25(2B) of HESA, this funding agreement specifies conditions to which the Commonwealth Grant is subject that are additional to the conditions that apply to the Commonwealth Grant under Division 36 of HESA.
- E. Under section 36-65 of HESA, the Provider must comply with this funding agreement.

NOW IT IS AGREED as follows:

PART A: Commonwealth Grant Scheme funding

Commonwealth Grant Scheme funding amount and payment arrangements

1. The Commonwealth will pay to the Provider the Commonwealth Grant Scheme (CGS) funding amount for the 2021, 2022 and 2023 grant years, calculated in accordance with Division 33 of HESA.
2. The Commonwealth will notify the Provider about the CGS advances that will be paid to the Provider in respect of amounts expected to become payable for 2021, 2022 and 2023 under subsection 164-10(1) of HESA.
3. Amounts payable as CGS advances may be adjusted throughout the relevant grant year based on information provided to the Commonwealth by the Provider.
4. CGS advances made in respect of a grant year will be reconciled with CGS funding payable to the Provider for those years. This reconciliation will occur each year following the grant year when actual student enrolment data for the grant year is finalised and provided to the Commonwealth. If the amount of an advance paid to the Provider exceeds the amount that becomes payable to the Provider, the Commonwealth will seek recovery of the overpaid amount from the Provider under subsection 164-10(1A) of HESA.

Estimates of Commonwealth supported places

5. The Provider must provide accurate and timely estimates of Commonwealth supported places for the 2021, 2022 and 2023 grant 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 includes providing the data in the form and at the times required by the Commonwealth to support the national admissions platform.

PART B: Allocation of places

Maximum basic grant amount

7. The maximum basic grant amounts specified for the purposes of subsection 30-27(6) of HESA, for the grant years covered by this agreement, are set out in Table 1a of Appendix 1. Appendix 1 also contains conditions in relations to the maximum basic grant amount with which the Provider must comply.

Allocation of Commonwealth supported places

8. The total number of Commonwealth supported places allocated to the Provider under paragraph 30-10(1)(b), for non-grandfathered students in each funding cluster for the grant years covered by the agreement, are set out in Table 2a and Table 3a of Appendix 2.
9. For 2021 and 2022, the Provider must use the funding in Table 1a of Appendix 1 to deliver the Commonwealth supported places allocated in Table 2a of Appendix 2 for the short courses shown in Table 2a(ii), consistent with the requirements in clauses 14 to 19 of this agreement.
10. For 2023, the Provider must use the funding in Table 1a of Appendix 1 to deliver the Commonwealth supported places allocated in Table 3a(i) of Appendix 2 for the courses approved as Equity Places shown in Table 3a(ii).
11. The amount of funding advanced to the Provider as an amount expected to become payable under HESA for 2021 will initially be calculated on the basis that the Provider uses the funding in Table 2a(i) of Appendix 2 to deliver the short courses shown in that table. If the Provider is unable to deliver sufficient short course places in 2021 and 2022 to fully utilise the funding in Table 2a(i) of Appendix 2, the Provider must notify the Commonwealth as soon as practicable.

12. The amount of funding advanced to the Provider as an amount expected to become payable under HESA for 2023 will initially be calculated on the basis that the Provider uses the funding in [Table 3a\(i\)](#) of Appendix 2 to deliver the courses approved as Equity Places shown in [Table 3a\(ii\)](#). If the Provider is unable to deliver the places detailed in [Table 3a\(i\)](#) of Appendix 2 it must notify the Commonwealth as soon as practicable.
13. The Provider may be audited to check whether actual enrolments in Commonwealth supported places align with funding in [Table 2a](#) or [Table 3a](#) of Appendix 2.

PART C: Other conditions and requirements

Short Courses

14. Short courses must be 0.5 EFTSL and offered in 2021 and 2022 only.
15. In addition to the Provider's obligations under sections 36-5 and 36-10 of HESA, the Provider must provide a person who has enrolled in unit(s) in a short course shown in [Table 2a\(i\)](#) of Appendix 2 with written notice for the unit(s) informing them that they will only be Commonwealth supported for units of study undertaken in 2021 and/or 2022.
16. The Provider must set student fees for units undertaken after 2022 as part of these short courses as soon as practicable. The Commonwealth expects that the Provider will charge a reasonable amount for a unit undertaken after 2022.
17. Upon course completion, students who have undertaken the short courses shown in [Table 2a\(i\)](#) of Appendix 2 must be awarded an Undergraduate Certificate or Graduate Certificate.
18. Subject to the requirements of the *Higher Education Standards Framework (Threshold Standards) 2021*, the Provider commits to grant credit for units of study undertaken as part of the short courses if those units may also contribute to a different higher education award that a student enrolls in subsequent to completing the short course, including but not limited to those set out in [Table 2a\(i\)](#) of Appendix 2.
19. The Provider must supply data on students enrolled in short courses as directed by the Commonwealth. By 31 January 2022, the Provider must provide data on the total number of enrolments and course completions for 2021. By 31 January 2023, the Provider must provide data on the total number of enrolments and course completions for 2022.

Equity Places

20. Equity Places are non-ongoing and funding is expected to terminate in 2028.
21. Funding for Equity Places is to be used in 2023 for students commencing in the 2023 grant year.
22. There is a clear and unambiguous expectation that courses will be delivered as closely as possible in line with indicative funding parameters and that all Equity Places will be filled by people from educational disadvantaged groups (including students from low SES backgrounds, students from inner regional, outer regional, remote and very remote areas, students who are first in family to study at university, First Nations students, and students with a disability).
23. If the provider has been allocated Equity Places in the Education or Nursing areas of study:
 - 23.1. the Provider must ensure that each student enrolled in the course has access to clinical placements in accordance with the approved accreditation standard for the profession; and
24. If the course of study provides a pathway to professional certification or registration, where that certification or registration requires the completion of a clinical or practicum placement, the Provider must ensure that each student enrolled in that course has access to clinical placements or practicums in accordance with the relevant professional accreditation standards.
25. The Provider must comply with all reporting requirements for Equity Places as communicated by Department.

New campuses and campus closures

26. The Provider must use the Commonwealth supported places it is allocated under this agreement to deliver the courses of study specified in Table 2a(i) and Table 3a(ii) at the campus(es) listed in Table 1 below.
27. The Provider must obtain the Commonwealth’s prior written approval if the Provider proposes to enrol Commonwealth supported students in the courses of study specified in Table 2a(i) and Table 3a(ii) that are to be undertaken primarily at a campus other than one of the Provider’s campuses listed in Table 1 below.
28. Similarly, if the Provider proposes to close a campus where Commonwealth supported students are enrolled, the Provider must obtain the Commonwealth’s prior written approval.

Table 1: Provider’s campus(es)

Name of campus	
Sydney	Hunter Valley Learning Centre
Melbourne	Brisbane
Adelaide	Hobart
Perth	Online

Closure of courses

29. The Provider must obtain the Commonwealth’s prior written approval before closing a course listed in Table 2a(i) or Table 3a(ii) of Appendix 2 in which students are enrolled in Commonwealth supported places.

Applicable law and jurisdiction

30. The laws of the Australian Capital Territory apply to the interpretation of this agreement.
31. 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

32. 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.
33. 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.
34. 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

35. A party giving notice under this agreement must do so in writing or by Electronic Communication:
 - a. if given by the Provider, marked for the attention of the First Assistant Secretary of the Higher Education Division of the Department of Education or other person as notified in writing by the Commonwealth to the Provider; or
 - b. if given by the Commonwealth, marked for the attention of the President or other person as notified in writing by the Provider to the Commonwealth;

and must be hand delivered or sent by pre-paid post or Electronic Communication to the address specified in this clause.

The address for notices to the Commonwealth is:

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

The address for notices to the Provider is:

Alphacrucis College Limited
PO Box 337
PARRAMATTA NSW 2124
Email: david.perry@ac.edu.au

36. A notice given under clause 35 is taken to be received:

- a. if hand delivered, on delivery;
- b. if sent by pre-paid post, 6 business days after the date of posting; or
- c. if sent by Electronic Communication, at the time that would be the time of receipt under section 14A of the *Electronic Transactions Act 1999*.

Interpretation

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

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

'CGS' means Commonwealth Grant Scheme;

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

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

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

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

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

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

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

'HESA' means the *Higher Education Support Act 2003*;

'maximum basic grant amount' or **'MBGA'** has the same meaning as in subclause 1(1) of Schedule 1 of HESA.

'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;

'postgraduate course of study' has the same meaning as in subclause 1(1) of Schedule 1 of HESA;

'undergraduate course of study' has the same meaning as in subclause 1(1) of Schedule 1 of HESA.

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

- 38.1. words in the singular include the plural and vice versa;
- 38.2. clause headings or words in bold format are inserted for convenience only, and have no effect in limiting or extending the language of provisions;
- 38.3. all references to dollars are to Australian dollars;
- 38.4. unless stated otherwise, a reference to legislation is to legislation of the Commonwealth, as amended from time to time;
- 38.5. 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;
- 38.6. 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.
- 38.7. where a word or phrase is not specifically defined in this agreement and the word or phrase occurs in the *Higher Education Support Act 2003*, the word or phrase will have the same meaning as in that Act.

SIGNED for and on behalf of

THE COMMONWEALTH OF AUSTRALIA

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

Signed by

Damian Coburn
Acting First Assistant Secretary – Higher Education

Date: 20 December 2022

In the presence of:

Signed by

Craig Nightingale

Position of witness

Acting Director – CGS Policy

SIGNED for and on behalf of

Alphacrucis University College Ltd

Signed by

Stephen Geoffrey Fogarty

Position

President

In the presence of:

Signed by

David Perry

Position or profession of witness

Vice President Academic

Appendix 1**Table 1a. MBGA for 2021-23 grant years**

2021	\$535,375
2022	\$0
2023	\$1,037,700

Maximum basic grant amount

1. The Provider's maximum basic grant amount is calculated by applying indexation consistent with the methodology set out in Part 5-6 of HESA.
2. The 2021 maximum basic grant amount includes funding of \$535,375 for short courses to be delivered throughout 2021 and 2022 as set out in Table 2a(i) of Appendix 2.
3. The 2023 maximum basic grant amount includes \$1,037,700 for commencing Equity Places as set out in Table 3a(i) of Appendix 2.

Table 2a: Allocation of Commonwealth supported places for 2021 and 2022

Non-Grandfathered Load Allocations:

Funding cluster	Funding cluster part and national priority	Number of non-grandfathered undergraduate places for 2021 and 2022 grant years (EFTSL)	Number of non-grandfathered non-research postgraduate places for 2021 and 2022 grant years (EFTSL)	Total Allocation (EFTSL)
1	The Behavioural Science subpart of the Society and Culture part of funding cluster one	22.5	12.5	35.0
2	Education, English, Mathematics, Allied Health, Other Health, Built Environment, Computing	22.5	15.0	37.5
3	Nursing, Indigenous and Foreign Languages, Engineering, Environmental Studies, Science	0.0	0.0	0.0
4	Agriculture	0.0	0.0	0.0
	Total	45.0	27.5	72.5

NOTES:

- Figures are rounded for display, however they may contain underlying decimal places.
- The relevant national priority is set out in paragraph 10(b) of the *Commonwealth Grant Scheme Guidelines 2020*: "in 2021 and 2022 only, providing retraining and upskilling opportunities in the following areas of study: Education, Nursing, the Behavioural Science subpart of the Society and Culture part of funding cluster one, English, Mathematics, Indigenous and Foreign Languages, Agriculture, Allied Health, Other Health, Computing, Built Environment, Science, Engineering and Environmental Studies." The CGS funding provided under this agreement must only be used by the Provider to provide courses in areas of study referred to in this national priority.

Table 2a(i): Allocated funding for short courses for 2021 and 2022

Course type	Short course name	Course(s) the short course can articulate to	Funding Allocation for 2021 and 2022
Undergraduate Certificate	Undergraduate Certificate in Teacher Preparation	Bachelor of Education (Primary) Bachelor of Education (Secondary)	\$298,125
Undergraduate Certificate	Undergraduate Certificate in Community Services	Bachelor of Ministry Bachelor of Applied Social Science	\$16,500
Undergraduate Certificate	Undergraduate Certificate in Bible	Bachelor of Ministry Bachelor of Theology Bachelor of Arts	\$2,200
Undergraduate Certificate	Undergraduate Certificate in Business	Bachelor of Business	\$1,650
Undergraduate Certificate	Undergraduate Certificate in Christian Music	Bachelor of Ministry Bachelor of Theology Bachelor of Arts	\$2,750
Undergraduate Certificate	Undergraduate Certificate in Ministry	Bachelor of Ministry Bachelor of Theology Bachelor of Arts	\$1,650
Graduate Certificate	Graduate Certificate in Teacher Preparation		\$198,750
Graduate Certificate	Graduate Certificate in Arts		\$5,500
Graduate Certificate	Graduate Certificate in Leadership		\$8,250
Total funding			\$535,375

Table 3a: Allocation of Commonwealth supported places to deliver Equity Places commencing in 2023

Non-Grandfathered Load Allocations:

Funding cluster	Funding cluster part and national priority	Number of non-grandfathered undergraduate places for 2023 grant years (EFTSL)	Number of non-grandfathered non-research postgraduate places for 2023 grant years (EFTSL)	Total Allocation (EFTSL)
1	Commerce, Society and Culture	0.0	0.0	0.0
2	Education, Computing	75.0	0.0	75.0
3	Nursing, Engineering	0.0	0.0	0.0
	Total	75.0	0.0	75.0

NOTES:

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

Table 3a(i): Allocated funding for Equity Places for 2023

Priority Area	2023 Places	2023 (\$)
Education	75	1,037,700
Total	75	1,037,700

Table 3a(ii): Approved courses to be delivered with allocated funding for Equity Places in 2023

Course Type	Course Name
Bachelor Degree	Bachelor of Education (Primary)
Bachelor Degree	Bachelor of Education (Secondary)
Bachelor Degree	Bachelor of Education (Early Childhood & Primary)