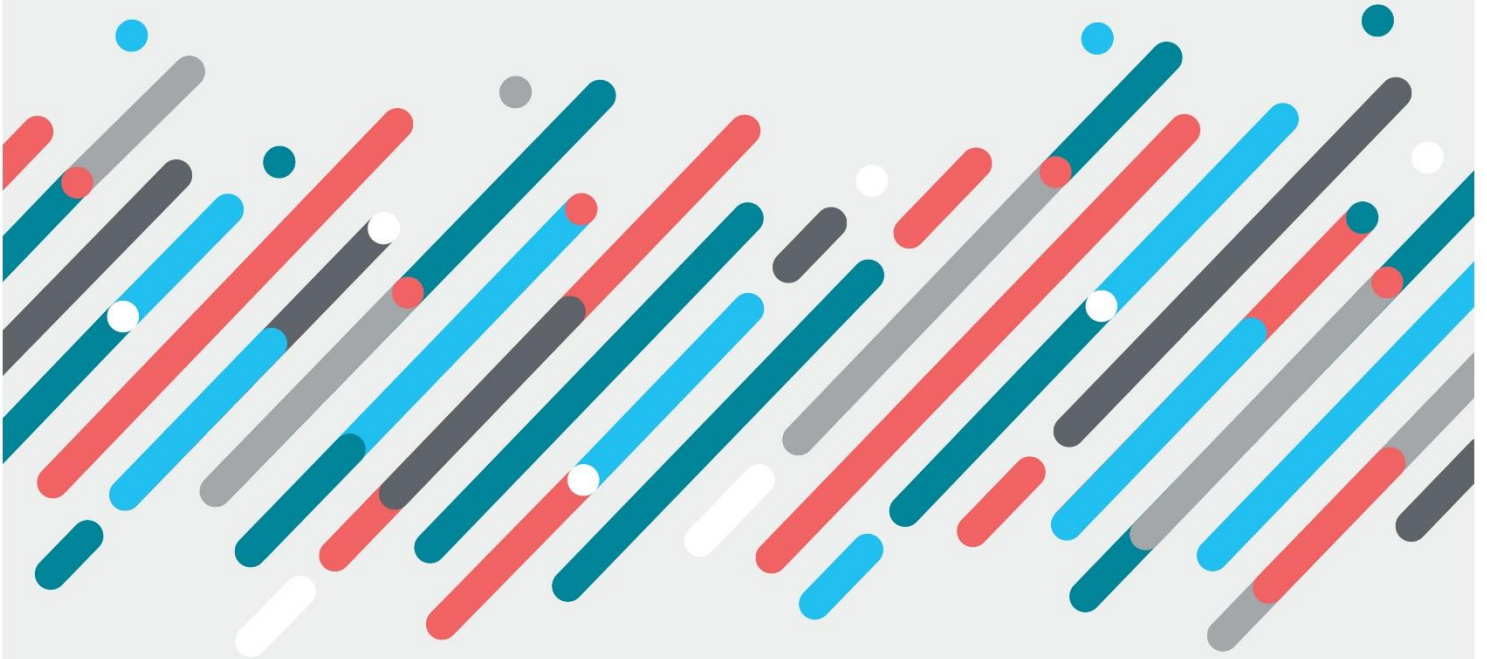




Australian Government
Department of Education

Microcredentials Pilot in Higher Education

Grant Guidelines – Round 2



Opening date:	15 December 2023
Closing date and time:	11.59 AEDT on 1 March 2024
Commonwealth policy entity:	Department of Education
Administering entity:	Department of Education
Enquiries:	If you have any questions, contact HEMicrocredentials@education.gov.au Questions should be sent no later than insert 21 February 2024.
Date guidelines released:	18 December 2023
Type of grant opportunity:	Targeted competitive

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1. Microcredentials Pilot in Higher Education: Process

The Microcredentials Pilot in Higher Education is designed to achieve Australian Government objectives

This grant opportunity is part of the above grant program which contributes to the Department of Education's Outcome 2.3: Higher Education Support. The Department of Education plans and designs the grant program in accordance with the [Higher Education Support Act 2003](#) (HESA), [Higher Education Support \(Other Grants\) Guidelines 2022](#) (Guidelines) and the [FEE-HELP Guidelines 2017](#).



The grant opportunity opens

The grant guidelines are published on [Microcredentials Pilot in Higher Education - Department of Education, Australian Government](#) and invite eligible higher education providers to apply by email.



Applicants complete and submit a grant application

An applicant completes the application form and address all of the eligibility and assessment criteria to be considered for a grant.



The Department of Education assess all grant applications

The Department assess the applications against eligibility criteria and notify the applicant if it is not eligible. The Department assess eligible applications against the assessment criteria including an overall consideration of value for money and compare it to other applications.



The Department of Education make grant recommendations

The Department provide advice to the Program Delegate on the merits of each application.



Grant decisions are made

The Program Delegate decides which applications are successful.



The Department of Education notify applicants of the outcome

The Department advises an applicant of the outcome of its application. The Department may not notify unsuccessful applicants until grant agreements have been executed with successful applicants.



The Department of Education enter into a Conditions of Grant

The Department will enter into a grant agreement through a Conditions of Grant with the applicant if successful. The Conditions of Grant is made under subsections 41-25 and 41-10 of HESA.



Delivery of grant

The successful provider undertakes the grant activity as set out in its Conditions of Grant. The Department manages the grant by working with the provider, monitoring progress and making payments.



Evaluation of the Microcredentials Pilot in Higher Education

The Department evaluates providers specific grant activity and the Pilot as a whole. The Department bases this on information providers give to the Department and what it collects from various sources including industry and students.

1.1 Introduction

On 15 December 2023, the Hon Jason Clare MP, Minister for Education announced the opening of Round 2 of the Microcredentials Pilot in Higher Education (the Pilot). The Pilot was first announced on 9 November 2022 by Minister Clare, with grant funding totalling \$18.5 million allocated to the Pilot. The funding comprises \$2 million for designing new microcredential courses and up to \$16.5 million for delivery.

The Pilot is testing shorter forms of higher education to upskill and reskill workers in national priority areas of education, health, engineering, IT, and the sciences.

In Round 1 of the Pilot, Table A universities were able to apply for a share of the \$2 million to help design new microcredential courses in partnership with industry. The universities awarded design funding were also eligible for delivery funding.

Outcome of Round 1

On 11 June 2023, Minister Clare announced 18 higher education providers (Table A) were granted funding to design and deliver 28 new industry focussed microcredential courses in areas of national priority under Round 1. Descriptions of the new courses is at [Microcredentials Pilot in Higher Education - Department of Education, Australian Government](#).

1.2 Australian Government Vision – Microcredentials

Working Future: The Australian Government's White Paper on Jobs and Opportunities was released in September 2023.

The White Paper discusses the role of microcredentials in removing barriers for the workforce accessing learning for upskilling and reskilling. It also outlines the opportunities to improve quality of microcredentials offerings including that learning outcomes are verifiable and provide pathways.

Australian Universities Accord Interim Report released July 2023.

The Accord Panel has listed microcredentials within ten possible 'system shifts' to improve Australia's higher education system. Microcredentials offer Australians lifelong learning and shorter courses that can be stackable and include pathways. The Panel considered new ways to rapidly reskill the workforce and the report is anticipated to be provided to the Government in December 2023.

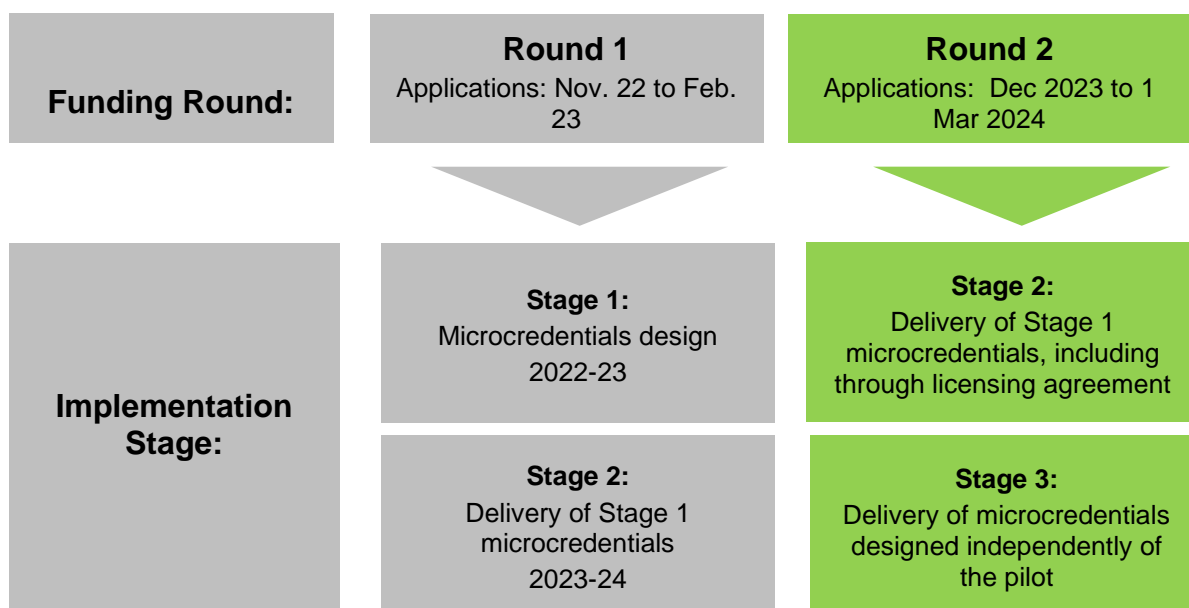
The Pilot implementation and its evaluation is happening at a key time. Both the Employment White Paper and Accord Panel discussed the lack of data on microcredentials. The trialling of new industry focused microcredentials in national priority areas is enabling the collection of important data from the higher education sector, industry/employers and students. This is crucial for informing future microcredential policy.

1.3 About Round 2

This round of the Microcredentials Pilot in Higher Education contains two stages conducted concurrently:

- **Stage 2:** a higher education provider is eligible for a grant for the delivery of a microcredential course designed as part of Round 1 (stage 1) via a licensing arrangement with the Table A provider that designed the course.

- **Stage 3:** a higher education provider is eligible for a grant for the delivery of a microcredential course that has been designed by a higher education provider independent of this program.



You must read these guidelines before filling out an application.

This document sets out:

- the purpose of the grant opportunity
- the eligibility and assessment criteria
- how grant applications are considered and selected
- how grantees are notified and receive grant payments
- how grantees will be monitored and evaluated
- responsibilities and expectations in relation to the opportunity.

2. About the Pilot

The Pilot will run over 4 years from 2022-23 to 2025-26. It responds to the recommendation of the [University-Industry Collaboration in Teaching and Learning Review](#):

To ensure quality and an appropriate learning outcome for the individual, the review recommends that Government fund micro-credentials that meet the following criteria:

- Courses must be assessable for credit by a registered higher education provider and providers should define pathways to further study.
- Industry must play an active part in course design, delivery, and endorsement in one or more of the following ways: – Skills definition – Course design, including work experience, as appropriate – Teaching, mentoring and workplace assessment, as appropriate – Course endorsement. (*Applied in Round 1, Stage 1 of the Pilot*)
- Courses must deliver clearly defined learning outcomes with immediate value to the learner and industry. This may include units from across fields of education and/or across AQF levels and may also include new content.

- iv. Providers should issue digital badges based on rich skill descriptors that define skills learned.
- v. A micro-credential should involve about 3 to 6 months of learning (or 0.25-0.5 equivalent full-time student load).
- vi. Courses should deliver valuable student employability outcomes, equivalent to those of an average higher education student.

To enable the Pilot the [Education Legislation Amendment \(2022 Measures No 1\) Act 2022](#) amended the [Higher Education Support Act 2003](#) (HESA) and the [FEE-HELP Guidelines 2017](#) to allow students enrolled in microcredential courses under the Pilot to be eligible for FEE-HELP assistance.

2.1 Objectives

The Microcredentials Pilot is specified as a program for the purposes of supporting open access to higher education across Australia, and encouraging higher education providers to engage with industry.

The Pilot outcomes will be formally evaluated in 2025 to assess how microcredential courses in higher education support students and employers meet workforce needs and how microcredential courses impact accessibility to higher education.

The objectives are outlined at section 73 of the [Higher Education Support \(Other Grants\) Guidelines 2022](#).

2.2 About the Microcredentials Pilot in Higher Education grant opportunity – Round 2

Grants for Round 2 of the Pilot are open to eligible higher education providers to support delivery funding of microcredential courses that:

- aligns with the objectives of the Pilot at section 73 of Part 12 of the [Higher Education Support \(Other Grants Guidelines\) 2022](#).
- meets the requirements outlined in Chapter 4 of the [FEE-HELP Guidelines 2017](#), that is the microcredential course:
 - i. has the value of 0.25 to 0.49 EFTSL; and
 - ii. is assessable for credit towards an Australian Qualifications Framework qualification; and
 - iii. will lead to the award of a digital badge upon successful completion; and
 - iv. has a census date; and
 - v. is delivered to a student using grant the provider received for the delivery of the microcredential course.
- targets occupations in shortage nationally or in a region and which are likely to experience above or at economy wide average future demand, see [Skills Priority List 2023](#).
- targets skills from the [Australian Skills Classification](#) including the Cluster Family, Skills Cluster and Specialist tasks.

- are one of the national priority Fields of Education under the Pilot.

01: Natural and Physical Sciences

02: Information Technology

03: Engineering and Related Technologies

06: Health

07: Education

0907: Behavioural Science.

Grants are available through competitive application processes and are open to eligible higher education providers, described at section 74 of the [Higher Education Support \(Other Grants Guidelines\) 2022](#)

3. Grant amount and grant period

The Pilot has a total allocation of \$18.5 million:

- \$2 million in 2023 for the design of new microcredential courses
- \$16.5 million for the delivery of microcredential courses.

The Pilot will run over 4 years 2023 to 2026 (financial years 2023-24 to 2025-26).

3.1 Grants available

The Round 2 grant opportunity will run from 15 December 2023 to 1 March 2024.

The amounts for grants are calculated by determining student enrolments, [Funding Cluster](#) and EFTSL (0.25 to 0.49) based on the formula at section 77 of the [Higher Education Support \(Other Grants Guidelines\) 2022](#).

Example: a student enrolled in a course under [Funding cluster](#) 3, at 0.25 EFTSL is estimated to be \$4,573. Should enrolments total 30, the grant is estimated to be over \$137,000. The total grant amount will depend on the maximum approved student enrolments and course duration.

3.2 Grant period

The maximum grant period is to 30 June 2026.

You must complete your grant by 30 June 2026. During the grant period, an evaluation will commence in 2025.

The Department may approve a further 6-month period extension provided you make a request in writing to the Program Delegate six weeks in advance of 30 June 2026. Approval of an extension is at the discretion of the Program Delegate.

4. Eligibility criteria

The Department cannot consider your application if you do not satisfy all the eligibility criteria.

4.1 Who is eligible to apply for a grant?

Eligible higher education provider

- Table A, B and non-university higher education providers (NUHEPs) approved under section 16-25 of the [Higher Education Support Act 2003](#). Refer Appendix A.

5. What the grant money can be used for

5.1 Eligible grant activities

To be eligible your grant activity you must deliver to learners a microcredential course that meets the criteria outlined within these guidelines during the grant period. Students must be sourced by successful providers.

5.2 Eligible expenditure

The provider can only spend the grant on eligible expenditure it has incurred on eligible grant activities for delivering a microcredential course under the Pilot. The specific costs a provider may encounter delivering the course will vary and are dependent on the nature of the course.

Eligible expenditure items are:

- Staff salaries, ICT costs to update and deliver the microcredential course in the learning management system, costs associated with accessing teaching materials, specialist equipment costs, and costs necessary to facilitate industry engagement (if relevant).

The Department may update the guidelines on eligible and ineligible expenditure from time to time. If your application is successful, the version in place when you submitted your application applies to your grant activity, project/services.

If your application is successful, the Department may ask you to verify project costs that you provided in your application.

Not all expenditure on your grant activity may be eligible for grant funding. The Program Delegate makes the final decision on what is eligible expenditure and may give additional guidance on eligible expenditure if required.

5.3 What the grant money cannot be used for

You cannot use the grant for the following activities:

- to fund any capital works, construction or building activities, including the refitting or upgrade of any existing building;
- on expert advice that has already been provided or is available through government businesses or a government Project;
- for marketing in relation to the Recipient or any other higher education provider;
- for travel, unless such travel is approved by the Department;
- to provide gifts or bonuses for the Recipient's officers, employees, subcontractors or agents;
- as security to obtain, or comply with, any form of loan, credit, payment or other interest;
- for the preparation of, or in the course of, any litigation; and
- for any purchase or other activity for which the grant is being provided with other Commonwealth, State or Territory funding.

6. Assessment Criteria for Round 2

These criteria are applied to applications for grants to deliver a microcredential course under Round 2 of the Pilot.

Applicants must address the following criteria in the application form via Qualtrics and its Template A. The criteria are partitioned into two sections: Mandatory and weighted.

There are two Criterion 1 but only one is to be completed appropriate for the application:

- Criterion 1 (a) is for microcredentials to be licensed from a Table A provider.
- Criterion 1 (b) is for microcredentials designed independent of the Pilot.

Your application will be assessed by the department based on your responses to the mandatory criteria and secondly the weighting given to each criterion.

The application form includes text limits for Template A.

The Department will only award funding to applications that meet all mandatory criteria and that score highly against the weighted assessment criteria.

6.1 Mandatory Criteria

Mandatory Criteria: Round 2 of the Microcredentials Pilot in Higher Education	
Criterion	Details
Criterion 1 (a):	Microcredential course designed in Round 1 by a Table A provider.
Explanatory notes	The applicant must identify the Round 1 microcredential course it intends to access the teaching materials and must give evidence of in-principle agreement from a Table A provider to use its teaching material from a Round 1 Pilot microcredential course, under license.
Criterion 1 (b):	Microcredential course – designed independent of the Pilot
Explanatory notes	The applicant must confirm it has a microcredential course it intends to deliver and that will meet the objectives of the Pilot.
Criterion 2	National field of priority
Explanatory notes	The applicant must identify the field of education code (minimum 4 digit code) for the microcredential course.
Criterion 3	Course duration
Explanatory notes	The applicant must specify the volume of learning for the intended microcredential course (in EFTSL).
Criterion 4	Alignment with an existing higher education award
Explanatory notes	The applicant should identify how the proposed course content and objectives align to an existing higher education award as defined in the Tertiary Education Standards Agency Act 2011 .
Criterion 5	Assessable for credit towards an Australian Qualifications Framework (AQF) qualification

Mandatory Criteria: Round 2 of the Microcredentials Pilot in Higher Education	
Explanatory notes	The applicant must identify an accredited AQF qualification that will be a pathway, with credit (and the amount of credit), for a student who successfully completes the microcredential course.
Criterion 6	Digital badge
Explanatory notes	The applicant must agree to issue the student with a digital badge – whatever such a badge provides.
Criterion 7	Census date/s
Explanatory notes	The applicant must establish a census date/s for the microcredential course (approximate date/s are acceptable for the application. Date/s must be confirmed should the application be successful.)
Criterion 8	MicroCred Seeker
Explanatory notes	The applicant must agree to list the microcredential course on MicroCred Seeker.

6.2 Weighted Criteria

Weighted Criteria: Round 2 of the Microcredentials Pilot in Higher Education		
Criterion	Details	Weighting
Criterion 9:	Identified skills shortage and future growth.	Weighting: 15%
Explanatory notes	The applicant should identify the occupation/s (including ANZSCO code) the microcredential course is targeting, the current shortage status of the occupation/s and the expected future demand. Applicants should use the 2023 Skills Priority List to inform responses to this criterion.	
Criterion 10:	Identified nationally recognised skills	Weighting: 15%
Explanatory notes	The applicant should identify the nationally recognised skills the microcredential course is intending to target and which the learner is expected to acquire from completing course. Applicants are asked to use the Australian Skills Classification to identify the relevant Cluster Family, Skills Cluster and Specialist tasks (where applicable).	
Criterion 11	Industry Endorsement	Weighting: 10%
Explanatory notes	The applicant should identify industry partners it will work with in designing and delivering the microcredentials. If an applicant is successful, letters of support will be sought from industry partners.	
Criterion 12	Quality Assurance	Weighting: 15%
Explanatory notes	The applicant should provide clear evidence of microcredential achievement or learning outcomes. Assessment should attest/satisfactorily demonstrate that a learner will achieve learning outcomes or proficiencies. Issuers of credentials should ensure credentials are associated with information that enables others to easily understand what knowledge, skills and attributes can be expected of a learner who has been issued with a microcredential. Issuers should also ensure relevant information provides evidence of student achievement against learning outcomes.	

Weighted Criteria: Round 2 of the Microcredentials Pilot in Higher Education		
Criterion 13	Value to learners	Weighting: 15%
Explanatory notes	The applicant should describe the value that will be gained by students who will complete this microcredential course.	
Criterion 14	Value to industry and employers	Weighting: 10%
Explanatory notes	The applicant must clearly demonstrate the value of the microcredential course for industry and employers that need the occupation/s the applicant is targeting (in shortage and future demand within the Skills Priority List 2023).	
Criterion 15:	Capacity to evaluate	Weighting: 10%
Explanatory notes	The applicant must describe its plans and capacity to evaluate the success, benefits and learnings of delivering the microcredential course including, but not limited to, how it will collect data to evaluate and analyse.	
Criterion 16:	Expenditure	Weighting: 10%
Explanatory notes	Describe how your institution will expend the grant.	

7. How to apply

Before applying, applicants must read and understand these guidelines, the eligibility list (Appendix A), sample application form (Appendix B) and the draft Conditions of Grant (Appendix C).

To apply applicants must:

- 1) first notify intention to apply by 11.59 pm (AEDT) 12 February 2024 via Qualtrics [Intention to apply](#)
- 2) complete the Qualtrics application form (a separate form is required for each microcredential course and for where you are to seek to obtain a license or it is designed independent of the Round 1)
 - a) [Microcredentials Pilot in Higher Education – Application for Round 2 Stage 2](#) (licensing of teaching materials from a Round 1 provider)
 - b) [Microcredentials Pilot in Higher Education – Application for Round 2 Stage 3](#) (course independently designed)
- 3) provide all the information requested
- 4) address all eligibility criteria and assessment criteria
- 5) include all necessary supporting documents as attachments
- 6) submit the application/s via Qualtrics by 11:59 pm (AEDT) on 1 March 2024.

Applicants are responsible for ensuring that an application is complete and accurate. Giving false or misleading information is a serious offence under the [Criminal Code 1995](#) and the Department will investigate any false or misleading information and may exclude an application from further consideration.

If an applicant finds an error in an application after submitting it, the applicant should contact the Department immediately at HEmicrocredentials@education.gov.au. The Department does not have to accept any additional information, nor requests from an applicant to correct an application after the closing time.

Applicants cannot change an application after the closing date and time.

If the Department finds an error or information that is missing, the Department may ask for clarification or additional information from the applicant that will not change the nature of the application. However, the Department can refuse to accept any additional information from the applicant that would change the submission after the application closing time.

An applicant should keep a copy of an application and any supporting documents.

The Department will acknowledge that it has received the application within 7 working days.

If an applicant needs further guidance around the application process or if an applicant is unable to submit an application online contact the Department at HEMicrocredentials@education.gov.au.

7.1 Attachments to the application

The Department requires the following document with the application:

- evidence of in-principle agreement for a licence (where the application is for delivery of a microcredential course from Round 1)
- Template A must be downloaded and completed and uploaded to the application.

The applicant must attach supporting documentation to the application form in line with the instructions provided within the form. The applicant should only attach requested documents. The Department will not consider information in attachments that it does not request.

7.2 Timing of grant opportunity processes

The applicant must submit application/s between the published opening and closing dates. The Department will only accept a late application where an applicant explains exceptional circumstances have impacted their ability to submit the application by the closing time. The decision to accept a request to include a late application is at the discretion of the Program Delegate.

If an applicant is successful, the Department expects the applicant's grant activity will commence around July 2024.

Table 1: Expected timing for this grant opportunity

Activity	Timeframe
Assessment of applications	4 weeks
Approval of outcomes of selection process	4 weeks
Negotiations and award of grant agreements	1-3 weeks
Notification to unsuccessful applicants	2 weeks
Earliest start date of grant activity	31/07/2024
End date of grant activity or agreement	30/06/2026

7.3 Questions during the application process

If an applicant has any questions during the application period, please email questions to HEMicrocredentials@education.gov.au.

8. The grant selection process

Grant applications will be shortlisted which may involve:

- eligibility checks of applications against eligibility criteria
- assessment of applications against the assessment criteria
- assessment of applications against both the assessment criteria and comparative assessment against other applications

8.1 Assessment of grant applications

Only eligible applications will move to the next stage (those that have successfully met all the mandatory criteria in the application form). We consider eligible applications through a targeted competitive grant process.

If eligible, the Department will then assess an application against the weighted criteria (see Section 6) and against other applications. The Department considers an application on its merits, based on:

- how well it meets the criteria
- how it compares to other applications
- whether it provides value for money.¹

When assessing the extent to which the application represents value for relevant money, the Department will have regard to:

- the overall objective/s to be achieved in providing the grant
- the relative value of the grant sought
- the extent to which the evidence in the application demonstrates that it will contribute to meeting the program's outcomes/objectives.
- how the grant activities will target groups or individuals.

8.2 Who will assess applications?

An assessment panel will assess each application on its merit and compare it to other eligible applications before recommending which grant applications should be awarded a grant. The assessment panel will be made up of Commonwealth officials within the Department of Education.

The Department may ask external experts/advisors to inform the assessment process.

The assessment panel may seek additional information about providers and applications. They may do this from within the Commonwealth, even if the sources are not nominated by an applicant as referees.

The assessment panel will make recommendations to the Program Delegate on which applications to approve for a grant.

8.3 Who will approve grants?

The Program Delegate decides which grants to approve taking into account the recommendations of the assessment panel and the availability of grant funds for the purposes of the grant program.

The Program Delegate's decision is final in all matters, including:

¹ See glossary for an explanation of 'value for money'.

- the approval of the grant
- the grant funding amount to be awarded
- the terms and conditions of the grant.

There is no appeal mechanism for decisions to approve or not approve a grant.

9. Notification of application outcomes

The Department will advise applicants of the outcome of the application process in writing. If an applicant is successful, the Department will advise providers of any specific conditions attached to the grant.

If a provider is unsuccessful, the Department will give them an opportunity to receive feedback on the outcome.

10. Successful grant applications

10.1 The grant agreement

Providers must enter into a legally binding grant agreement with the Commonwealth. The Department uses the standard Conditions of Grant agreement in this Pilot.

Each Conditions of Grant contains general terms and conditions that cannot be changed. A draft grant_agreement is at Appendix C.

The Department must execute a grant agreement with a provider before it can make any payments. The Department is not responsible for any expenditure which may be incurred until a grant agreement is executed. If a provider chooses to start grant activities before its grant agreement is executed, it does so at its own risk. A provider must not start any activities until a grant agreement is executed.

The Commonwealth may recover grant funds if there is a breach of the grant agreement.

Standard Conditions of Grant

The Department will use a standard Conditions of Grant.

The Department will work with providers to finalise details. The Program Delegate will execute this grant agreement ('execute' means the Program Delegate has signed the Conditions of Grant).

The department bases the approval of the grant on the information provided in the application.

10.2 How the Department pays the grant

The payment method is outlined within section 77 of the [Higher Education Support \(Other Grants\) Guidelines 2022](#). The Conditions of Grant set out:

- payment timeframes
- maximum grant amount to be paid
- a maximum number of student enrolments.

The Department will make payments based on provider student enrolment data reported within the Tertiary Collection of Student Information (TCSI), following census dates. Payments are subject to satisfactory progress on the grant activity.

11. Announcement of grants

If successful, grants will be listed on the Departmental website at: [Microcredentials Pilot in Higher Education - Department of Education, Australian Government](#).

12. How the Department monitors grant activity

12.1 Keeping us informed

Providers should let the Department know if anything is likely to affect your grant activity.

If a provider becomes aware of a breach of terms and conditions under the grant agreement, it must contact the Department immediately.

12.2 Reporting

Providers must submit reports and student enrolment data in line with the Conditions of Grant. The Department will remind providers of reporting obligations before a report is due. The Department will expect providers to report on:

- progress against agreed grant activity milestones and outcomes
- student enrolments
- expenditure of the grant.

The Department will monitor progress by assessing reports providers submit and may request records to confirm details of provider reports if necessary. Occasionally the Department may need to re-examine claims, seek further information or request an independent audit of claims and payments.

Progress reports

Progress reports may require providers to:

- include evidence of progress towards completion of agreed activities and outcomes
- show the total eligible expenditure incurred to date
- include evidence of expenditure, if sought
- be submitted by the report due date (reports can be submitted ahead of time if all relevant activities have been completed).

Providers must discuss any reporting delays with the Department as soon as becoming aware of them.

Ad-hoc reports

The Department may ask providers for ad-hoc reports on a grant. This may be to provide an update on progress, or any significant delays or difficulties in completing the grant activity.

Final report

When a provider completes the grant activity, a final report must be submitted.

Final reports must:

- identify if and how outcomes have been achieved
- include the agreed evidence as specified in the grant agreement
- identify the total eligible expenditure incurred

- be submitted in the format provided by the Department of Education and within the required deadline.

12.3 Audited financial acquittal report

The Conditions of Grant may require providers to give an independently audited financial acquittal report. A financial acquittal report will verify that the provider spent the grant in accordance with the grant agreement.

12.4 Grant agreement variations

The Department recognises that unexpected events may affect provider progress. In these circumstances, providers can request a variation to the grant agreement. Providers can request a variation via email to the Program Delegate at HEMicrocredentials@education.gov.au.

Providers should not assume that a variation request will be successful. The Department will consider a provider's request based on provisions in the grant agreement and the likely impact on achieving outcomes.

12.5 Evaluation

An evaluation of the Pilot is planned for 2025. The evaluation aims to strengthen understanding of how microcredential courses can be used to address skills shortages, support partnerships with industry and employers, improve access and equity; and provide pathways towards further higher education.

The government will test the benefits of extending FEE-HELP to students undertaking microcredentials, including whether it increases the participation of historically underrepresented groups in higher education.

The criteria for the evaluation are:

- Appropriateness of need for government intervention
- Effectiveness of achievement of policy intent and objectives
- Efficiency through value for money

An evaluation framework has been developed including data tools in preparation for 2025. Current activities that will inform the evaluation include, student pre-entry and exit surveys, design and progress reports, and collection of enrolment data from courses.

12.6 Acknowledgement

If a provider makes a public statement or publish information about a grant activity funded under the program, it is required to acknowledge the grant by using the following:

'This microcredential course received grant funding from the Australian Government, Department of Education as part of the Microcredentials Pilot in Higher Education.'

13. Probity

The Australian Government will make sure that the grant opportunity process is fair, according to the published guidelines, incorporates appropriate safeguards against fraud, unlawful activities and other inappropriate conduct.

These guidelines may be changed from time-to-time by the Department of Education. When this happens, the revised guidelines will be sent by email to eligible providers.

13.1 Conflicts of interest

Any conflicts of interest could affect the performance of the grant opportunity or program. There may be a conflict of interest, or perceived conflict of interest, if Department of Education staff, any member of a committee or advisor and/or provider or any of its personnel:

- has a professional, commercial or personal relationship with a party who is able to influence the application selection process, such as an Australian Government officer
- has a relationship with or interest in, an organisation, which is likely to interfere with or restrict the applicants from carrying out the proposed activities fairly and independently or
- has a relationship with, or interest in, an organisation from which they will receive personal gain because the organisation receives a grant under the grant program/ grant opportunity.

Providers will be asked to declare, as part of their application, any perceived or existing conflicts of interests or that, to the best of its knowledge, there is no conflict of interest.

If a provider later identify an actual, apparent, or perceived conflict of interest, it must inform the Department of Education in writing immediately.

Conflicts of interest for Australian Government staff will be handled as set out in the Australian [Public Service Code of Conduct \(Section 13\(7\)\)](#) of the [Public Service Act 1999](#). Committee members and other officials including the decision maker must also declare any conflicts of interest.

The Department of Education Conflict of Interest is available upon request.

13.2 Privacy

The Department treat personal information according to the [Privacy Act 1988](#) and the [Australian Privacy Principles](#). This includes letting providers know:

- what personal information it collects
- why it collects personal information
- who it gives personal information to.

Providers personal information can only be disclosed to someone else for the primary purpose for which it was collected, unless an exemption applies.

The Australian Government may also use and disclose information about grant applicants and grant recipients under this grant opportunity in any other Australian Government business or function. This includes disclosing grant information on the Department of Education website as required for reporting purposes and giving information to the Australian Taxation Office for compliance purposes.

The Department may share the information a provider gives us with other Commonwealth entities for purposes including government administration, research or service delivery, according to Australian laws.

As part of your application, a provider declares its ability to comply with the *Privacy Act 1988* and the Australian Privacy Principles and impose the same privacy obligations on officers, employees, agents and subcontractors that it engages to assist with the activity, in respect of personal information it collects, uses, stores, or discloses in connection with the activity. Accordingly, a provider must not do anything, which if done by the Department of Education would breach an Australian Privacy Principle as defined in the Act.

13.3 Confidential Information

Other than information available in the public domain, a provider agrees not to disclose to any person, other than the Department, any confidential information relating to the grant application and/or agreement, without the Department's prior written approval. The obligation will not be breached where you are required by law, Parliament or a stock exchange to disclose the relevant information or where the relevant information is publicly available (other than through breach of a confidentiality or non-disclosure obligation).

The Department may at any time, require a provider to arrange for itself; or its employees, agents or subcontractors to give a written undertaking relating to nondisclosure of the Department's confidential information in a form the Department considers acceptable.

The Department will keep any information in connection with the grant agreement confidential to the extent that it meets all of the three conditions below:

1. a provider clearly identifies the information as confidential and explain why the Department should treat it as confidential
2. the information is commercially sensitive
3. revealing the information would cause unreasonable harm to the provider or someone else.

The Department will not be in breach of any confidentiality agreement if the information is disclosed to:

- the assessment panel and other Commonwealth employees and contractors to help the Department manage the program effectively
- employees and contractors of our department so the Department can research, assess, monitor and analyse programs and activities
- employees and contractors of other Commonwealth agencies for any purposes, including government administration, research or service delivery
- other Commonwealth, State, Territory or local government agencies in program reports and consultations
- the Auditor-General, Ombudsman or Privacy Commissioner
- the responsible Minister or Parliamentary Secretary, and
- a House or a Committee of the Australian Parliament.

The grant agreement may also include any specific requirements about special categories of information collected, created or held under the grant agreement.

14. Consultation

In August 2022, the Department of Education invited comments from the higher education sector and peak organisations on the Microcredentials Pilot in Higher Education: Consultation Paper that included design of the Pilot, characteristics of courses, national priorities, licensing of course material, eligibility, and draft amendments to legislative instruments.

15. Glossary

Term	Definition
accountable authority	see subsection 12(2) of the Public Governance, Performance and Accountability Act 2013
assessment criteria	are the specified principles or standards, against which applications will be judged. These criteria are also used to assess the merits of proposals and, in the case of a competitive grant opportunity, to determine application rankings.
commencement date	the expected start date for the grant activity
completion date	the expected date that the grant activity must be completed and the grant spent by
date of effect	can be the date on which a grant agreement is signed or a specified starting date. Where there is no grant agreement, entities must publish information on individual grants as soon as practicable.
Department/department	Australian Government Department of Education
eligibility criteria	refer to the mandatory criteria which must be met to qualify for a grant. Assessment criteria may apply in addition to eligibility criteria.
Commonwealth entity	a Department of State, or a Parliamentary Department, or a listed entity or a body corporate established by a law of the Commonwealth. See subsections 10(1) and (2) of the PGPA Act.
grant	for the purposes of the Pilot, a 'grant' is an arrangement for the provision of financial assistance by the Commonwealth: <ul style="list-style-type: none"> a. under which relevant money² or other Consolidated Revenue Fund (CRF) money³ is to be paid to a grantee other than the Commonwealth; and b. which is intended to help address one or more of the Australian Government's policy outcomes while assisting the grantee achieve its objectives.
grant activity/activities	refers to the project/tasks/services that the grantee is required to undertake.

² Relevant money is defined in the PGPA Act. See section 8, Dictionary.

³ Other CRF money is defined in the PGPA Act. See section 105, Rules in relation to other CRF money.

Term	Definition
grant agreement	the Conditions of Grant that sets out the requirements of the grant and specifies the details of the grant.
grant opportunity	refers to the specific grant round or process where a Commonwealth grant is made available to potential grantees. Grant opportunities may be open or targeted and will reflect the relevant grant selection process.
Program Delegate	the Assistant Secretary of Tertiary Policy, Higher Education Group, Department of Education.
selection criteria	comprise eligibility criteria and assessment criteria.
selection process	the method used to select potential grantees. This process may involve comparative assessment of applications or the assessment of applications against the eligibility criteria and/or the assessment criteria.
value for money	<p>Under the Commonwealth Grants Rules and Guidelines, agencies are required to achieve value for money, meaning that grants should be cost-effective and deliver good outcomes.</p> <p>value for money in this document refers to ‘value for relevant money’ which is a judgement based on the grant proposal representing an efficient, effective, economical and ethical use of public resources and determined from a variety of considerations.</p> <p>When administering a grant opportunity, an official should consider the relevant financial and non-financial costs and benefits of each proposal including, but not limited to:</p> <ul style="list-style-type: none"> • the quality of the project proposal and activities; • fitness for purpose of the proposal in contributing to government objectives; • that the absence of a grant is likely to prevent the grantee and government’s outcomes being achieved; and • the potential grantee’s relevant experience and performance history.

Appendix A. Eligible higher education providers

Provider Category	Provider Legal Name
TABLE A	Australian National University
	Central Queensland University
	Charles Darwin University
	Charles Sturt University
	Curtin University
	Deakin University
	Edith Cowan University
	Federation University Australia
	Flinders University
	Griffith University
	James Cook University
	La Trobe University
	Macquarie University
	Monash University
	Murdoch University
	Queensland University of Technology
	Royal Melbourne Institute of Technology
	Southern Cross University
	Swinburne University of Technology
	The University of Adelaide
	The University of Melbourne
	The University of Notre Dame Australia
	The University of Queensland
	The University of Sydney
	The University of Western Australia
	University of Canberra
	University of Newcastle
	University of New England
	University of New South Wales
	University of South Australia
	University of Southern Queensland
	University of Tasmania
	University of Technology Sydney
	University of the Sunshine Coast
University of Wollongong	
Victoria University	
Western Sydney University	
Australian Catholic University Limited	
Batchelor Institute of Indigenous Tertiary Education	
TABLE B	Avondale University
	Bond University Limited
	University of Divinity
	Torrens University Australia Ltd
NUHEP	Academy of Information Technology Pty Ltd
	Acknowledge Education Pty Ltd
	ACPE Limited
	Adelaide Central School of Art Incorporated

Adelaide College of Divinity Inc
AIE Institute Limited
Alphacrucis College Limited
Asia Pacific International College Pty Ltd
Australasian College of Health and Wellness
Australian Academy of Music and Performing Arts
Australian Campus Management Pty Ltd
Australian Chiropractic College Limited
Australian College of Christian Studies Ltd
Australian College of Natural Medicine Pty Ltd
Australian College of Nursing Ltd
Australian College of the Arts Pty Ltd
Australian College of Theology Limited
Australian Film, Television and Radio School
Australian Guild of Music Education Inc.
Australian Institute of Business and Management Pty Ltd
Australian Institute of Business Intelligence Pty Ltd
Australian Institute of Business Pty Ltd
Australian Institute of Management Education and Training Pty Limited
BBI - The Australian Institute of Theological Education
Box Hill Institute
Campion Institute Limited
Canberra Institute of Technology
CG Spectrum Institute Pty Ltd
Chartered Accountants Australia and New Zealand
Chisholm Institute of Technical and Further Education
Christian Heritage College
Colleges of Business and Technology (WA) Pty Ltd
Crown Institute of Higher Education Pty Ltd
Eastern College Australia Inc.
ECA Higher Education Institute Pty Ltd
Edith Cowan College Pty Ltd
Educational Enterprises Australia Pty Ltd
Engineering Institute of Technology Pty Ltd
EQUALS International (Aust) Pty Ltd
Excelsia College
Gestalt Therapy Brisbane Pty Ltd
Group Colleges Australia Pty Ltd
Health Education & Training Institute
Higher Education Leadership Institute Pty Ltd
Holmesglen Institute of TAFE
Holmes Institute Pty. Ltd. as Trustee for Holmes Institute Trust
ICHM Pty Ltd
INSEARCH Limited
International College of Management, Sydney Pty. Limited as Trustee for the ICTHM Trust
ISN Psychology Pty Ltd
Jazz Music Institute Pty Ltd
JMC Pty. Limited
Kaplan Business School Pty Limited
Kaplan Higher Education Pty Ltd
Kent Institute Australia Pty Ltd

LCI MELBOURNE PTY LTD
Le Cordon Bleu Australia Pty. Limited
Leo Cussen Institute
Marcus Oldham College
Melbourne Institute of Business and Technology Pty Ltd
Melbourne Institute of Technology Pty Ltd
Melbourne Polytechnic
Monash College Pty Ltd
Moore Theological College Council
Morling College Ltd
Nan Tien Institute Limited
National Art School
National Institute of Organisation Dynamics Australia Ltd
Navitas Bundoora Pty Ltd
Navitas Professional Institute Pty Ltd
Open Universities Australia Pty Ltd
Oxford Institute of Higher Education Pty Ltd
Performing Arts Education Pty Ltd
Perth Bible College Inc
Photography Holdings Pty. Ltd. as trustee for Photography Studies College (Melbourne) Unit Trust
Proteus Technologies Pty Ltd
Queensland Institute of Business & Technology Pty Ltd
Russo Business School Pty Ltd
SAE Institute Pty Limited
South Australian Institute of Business & Technology Pty Ltd
Southern Cross Education Institute (Higher Education) Pty Ltd
S P Jain School of Global Management Pty Limited
Stanley International College Pty Ltd
Sydney College of Divinity Ltd
Sydney Institute of Business and Technology Pty Ltd
Sydney Institute of Health Sciences Pty. Limited
Tabor College Inc
TAFE Queensland
TAFE SA
Technical and Further Education Commission of NSW
The Australian Institute of Music Ltd
The Australian Institute of Professional Counsellors Pty Ltd
The Cairnmillar Institute
The College of Law Limited
The Institute of Creative Arts & Technology Pty Ltd
The MIECAT Institute Inc.
The National Institute of Dramatic Art
Think: Colleges Pty Ltd
TOP Education Group Ltd
UOWC Ltd
Victorian Institute of Technology Pty Ltd
Wentworth Institute of Higher Education Pty Ltd
Whitehouse Institute Pty Ltd
William Angliss Institute of TAFE

Appendix B. Application proforma

Microcredentials Pilot in Higher Education - Application for Round 2 Stage 2

Q1 Name of institution applying for the grant

Q2 Institution ABN

Q3 Primary contact (this person may be contacted for further details)

- o Full name of primary contact (1) _____
- o Position title (2) _____
- o Business email address (3) _____
- o Business phone number (4) _____

Q4 Secondary contact (this person will be copied into emails)

- o Full name of secondary contact (1) _____
- o Position title (2) _____
- o Business email address (3) _____
- o Business phone number (4) _____

Q5 Provide the title of the microcredential course you are seeking to obtain a license for teaching materials. This can only be a course funded in Round 1 of the Pilot listed [here](#).

Q6 Upload evidence of in-principle agreement to obtain a license for teaching materials from the Table A provider that designed the course.

Q7 The institution will have capacity to deliver the course from mid-2024 to mid-2026

- o No (1)
- o Yes (2)

Q8 Identify from [Fields of Education](#) the broad and narrow (minimum 4 digit code) will their microcredential course target?

Q9 Specify the EFTSL (equivalent full time study load) value of the microcredential course

Q10 Will the microcredential course content and objectives align to an existing higher education award as defined in the Tertiary Education Standards Agency Act 2011.

- No (23)
- Yes (24)

Q11 Will there be a pathway (the AQF qualification and course/s) for students who will receive credit for successfully completing the microcredential course.

- No (24)
- Yes (25)

Q12 Successful completion of the microcredential will deliver the award of a digital badge to student/s

- No (1)
- Yes (2)

Q13 Census date/s will be established for the microcredential

- No (1)
- Yes (2)

Q14 Do you agree to list the course on MicroCred Seeker?

- No (1)
- Yes (2)

Q15 Identify industry partners the institution will work with in designing and/or delivering the microcredential course. (Letters of support will need to be provided if the application is rated highly).

- Click to write Form Field 1 (7)

-
- Click to write Form Field 2 (8)

-
- Click to write Form Field 3 (9)

-
- Click to write Form Field 4 (10)
-

Q16 Please download Template A and provide a response against each criterion requiring further explanation

Q17 Please upload the completed Template A from Q16

Microcredentials Pilot in Higher Education - Application for Round 2 Stage 3

Q1 Name of institution applying for the grant

Q2 Institution ABN

Q3 Primary contact (this person may be contacted for further details)

- o Full name of primary contact (1) _____
- o Position title (2) _____
- o Business email address (3) _____
- o Business phone number (4) _____

Q4 Secondary contact (this person will be copied into emails)

- o Full name of secondary contact (1) _____
- o Position title (2) _____
- o Business email address (3) _____
- o Business phone number (4) _____

Q5 Title of the microcredential course you are seeking a grant to deliver the course.

Q6 The institution will have capacity and capability to deliver the course from mid-2024 to mid-2026

- o No (30)
- o Yes (31)

Q7 Identify from [Fields of Education](#) the broad and narrow (minimum 4 digit code) the microcredential will course target

Q8 Specify the EFTSL (equivalent full time study load) value of the microcredential course

Q9 Will the microcredential course content and objectives align to an existing higher education award as defined in the Tertiary Education Standards Agency Act 2011?

- o No (23)
- o Yes (24)

Q10 Will there be a pathway (the AQF qualification and course/s) for students who will receive credit for successfully completing the microcredential course?

- No (24)
- Yes (25)

Q11 Successful completion of the microcredential will deliver the award of a digital badge to student/s

- No (1)
- Yes (2)

Q12 Census date/s will be established for the microcredential

- No (1)
- Yes (2)

Q13 Do you agree to listing the course on MicroCred Seeker?

- No (1)
- Yes (2)

Q14 Identify industry partners the institution will work with in designing and/or delivering the microcredential course. (Letters of support will need to be provided if the application is rated highly).

Q15 Please download Template A and provide a response to each criterion that requires further explanation

Q16 Please upload the completed Template A from Q15

Template A

Microcredentials Pilot in Higher Education - Application for Round 2
<p>This template is for your responses to questions that require further explanation against criterion. To respond ensure you refer to the explanatory notes for each criterion – Grant Guidelines for Round 2</p> <p>Please complete a) and b):</p> <p>Provider Name: Course Name:</p>
Criterion 4: Alignment with an existing higher education award. <i>(Maximum 250 words)</i>
Criterion 5: Assessable for credit towards an AQF qualification.
Criterion 9: Identified skills shortage and future growth. Identify the occupation/s (including ANZSCO code) the course is targeting, the current shortage status and expected future demand.
<p>Applicants should use the 2023 Skills Priority List to inform responses to this criterion. <i>(Maximum 250 words)</i></p>
Criterion 10: Identified nationally recognized skills. Identify the skills for which learners expect to acquire from completing the course.
<p>Applicants should use the Australian Skills Classification to identify the relevant Cluster Family, Skills Cluster and Specialist tasks (where applicable). <i>(Maximum 250 words)</i></p>
Criterion 12: Quality Assurance. <i>(Maximum 250 words)</i>
Criterion 13: Value to learners. <i>(Maximum 250 words)</i>
Criterion 14: Value to industry and employers. <i>(Maximum 250 words)</i>
Criterion 15: Capacity to evaluate. <i>(Maximum 250 words)</i>
Criterion 16: Expenditure. <i>(Maximum 250 words)</i>

Appendix C. Conditions of Grant proforma



Australian Government

Department of Education

Conditions of Grant

(Higher Education Support Act 2003)

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Higher Education Support Act 2003

APPROVAL OF A GRANT TO AN ELIGIBLE BODY CORPORATE UNDER SECTION 41-20;

AND

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

I, **Brett Nordstrom, Assistant Secretary**, a delegate of the Minister for Education:

- A. Approve under section 41-20 of the *Higher Education Support Act 2003* (the “**Act**”) a grant (“**Grant**”) to the body corporate specified in Item 1 of Part A (“**Part A**”) of the Annexure (the “**Annexure**”), which is headed Details of Grant, in respect of the Project (“the **Project**”) specified in Item 2 of Part A of the Annexure;
- B. Determine under subsection 41-25(2) of the Act that the Grant is made on the Conditions of Grant (“the **COGs**”) contained in Part B (“**Part B**”) of the Annexure.

Dated _____ 2024

Brett Nordstrom
Assistant Secretary, Tertiary Policy Branch
Department of Education



Higher Education Support Act 2003

**Brackets indicated areas completed by the Department of
Education**

(name of provider)

(ABN)

ANNEXURE TO

APPROVAL OF A GRANT TO AN ELIGIBLE BODY CORPORATE UNDER SECTION 41-20

AND

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

MADE

PART A OF ANNEXURE: DETAILS OF GRANT – *(name of provider)*

PART B OF ANNEXURE: CONDITIONS OF GRANT

(month and year)

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(SPECIFIC TO STAGE 2) PART A OF ANNEXURE

DETAILS OF GRANT

1. The Recipient

1.1 The **Recipient** is (*proper name of the legal entity to which the Grant is being paid under these Conditions of Grant (including an CAN where it has one, or an ABN where it doesn't).*)

2. Project

2.1 The Project is entitled: **Microcredentials Pilot in Higher Education – (*full name of course of learning, e.g., Microcredential in Civil Engineering*)**

2.2 As part of the Project, the Recipient must,

- a) Deliver (*full name of course of learning, e.g., Microcredential in Civil Engineering*) (Stage 2), and that microcredential course must meet the following requirements:
 - i. (*Optional: include only if the provider identified that they would do so in their application*) Seek credit recognition arrangements for the microcredential course with other providers.
 - ii. The microcredential course must comply with the requirements specified in Chapter 4 of the *FEE-HELP Guidelines 2017* and subsections 76(8) and 76(9) of the *Higher Education Support (Other Grants) Guidelines 2022* (the Other Grants Guidelines).
 - iii. The microcredential course must be listed on the Government's Microcred Seeker website.
- b) Enter into a licensing agreement for the microcredential course with a Table A provider who received a grant in Stage 1.
- c) Deliver the microcredential during the financial year commencing 1 July 2024 (Subject to approval, may include 2025-26) (Stage 2).
 - i. Students are to be sourced by the Recipient.
 - ii. The Recipient must inform the Project Delegate of the estimated enrolments for each microcredential course at the start of the Project Period.
 - iii. The Recipient must inform the Project Delegate of the total number of students enrolled in the microcredential course within 14 days after the census date via the department's Tertiary Collection of Student Information (TCSI) system.

2.3 The recipient may conduct the activities outlined in Item 2.2 in partnership with (*other higher education provider name; remove if N/A*).

2.4 The Recipient must achieve the Milestones for the Project and satisfy the reporting requirements set out in Schedule 1 and clause 8.

3. Project Purpose and Objectives

3.1. This grant is provided for the purposes of table item 11(c) as set out in subsection 41-10(1) of the Act and subparagraphs 73(2)(a)(ii), (iii) and (iv) of the *Higher Education Support (Other Grants) Guidelines 2022* (the Other Grants Guidelines).

4. Project Period

4.1 The Project Period is from the date that this determination is made until (*final reporting date e.g., 31 August 2025*).

5. Grant amounts

5.1 The amount of the Grant for Stage 2 is to be calculated in accordance with the method specified in subsection 77(2) of the Other Grants Guidelines.

5.2 The maximum number of students for which the provider can receive funding for Stage 2 is (*maximum number*).

5.3 The payment of grant amounts will follow the completion of the milestones as set out in Schedule 2.

5.4 GST:

- a) Grant Funds and other amounts payable under this Program are exclusive of GST unless expressly stated otherwise;
- b) if the Recipient has formed the view that the Grant Funds are consideration for a taxable supply that the Recipient is making to the Commonwealth, the Commonwealth must pay to the Recipient, in addition to the GST exclusive consideration, the amount of GST payable (GST Amount);
- c) subject to item 5.4 d), the GST Amount is to be paid at the same time as the GST exclusive consideration;
- d) any payments of GST Amounts by the Commonwealth under this Condition are subject to receipt of a valid tax invoice;
- e) for the avoidance of doubt, if the Recipient has formed the view that the Grant Funds are consideration for a taxable supply that the Recipient is making to the Commonwealth:
 - i. the Recipient will issue a tax invoice to the Commonwealth for the supplies for which those Grant Funds are consideration before they are due to be paid;
 - ii. subject to receiving that tax invoice, the Commonwealth will pay the Recipient the GST Amount in respect of the Grant Funds; and
 - iii. the Recipient will return the GST to the Commissioner of Taxation in accordance with the *A New Tax System (Goods and Services Tax) Act 1999*;
- f) if a payment of the Grant Funds is a reimbursement or indemnification or otherwise calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party, or the representative member of the

GST group that party is a member of (as the case may be), is entitled in respect of that loss, cost or expense; and

- g) if:
- i. an adjustment event occurs in relation to a taxable supply made in relation to the Grant Funds; or
 - ii. it is determined that the payment of Grant Funds is not consideration for a taxable supply -so that the Recipient's actual GST liability is different to the GST Amount recovered from the Recipient, then the Recipient will refund to, or be entitled to recover the difference from, the Commonwealth (as the case requires). The Recipient must issue an adjustment note to the Commonwealth as soon as it becomes aware of the adjustment event.

5.5 The Recipient must achieve the Milestones for the Project as set out in Schedule 1 to receive grant funding. The manner and timing for payment for each part of the Project is as provided at Schedule 2.

6. Reporting

6.1 The Recipient must provide **Reports** to the Project Delegate as follows:

- (a) Recipients delivering courses as part of Stage 2 must report on their student enrolments in the TCSI system within 14 days after each census date for the offering of the microcredential, as outlined in Schedule 1.
- (b) Recipients delivering courses under Stage 2 must provide **Progress Reports** on delivery as outlined in Schedule 1. This report will cover the Project commencement to Project completion.

6.2 Reports must be provided to the Project Delegate as follows:

- (a) TCSI system reporting within 14 days following the census date/s.
- (b) Progress Report 1 by (date) and Progress Report 2 by (date).

6.3 Reports submitted to the delegate in writing must include a statement signed by a person authorised to do so on behalf of the Recipient that the reports are, to the best of their knowledge, a true and accurate statement of the status of the Project.

6.4 A template for the Reports will be provided by the Department and Reports must be in this format.

6.5 Program Evaluation

- (a) The Commonwealth may request that additional information from the Recipient be provided for the purposes of any review or evaluation that the Commonwealth may undertake of the Project or the Program. Pursuant to clauses 8 and 15 the Recipient must comply with any reasonable request the Commonwealth makes for this purpose.

7. Project Delegate

7.1 The contact details for the Project Delegate are:

PART B OF ANNEXURE

CONDITIONS OF GRANT

1. MEANING OF WORDS

In this Part B of the Annexure:

“Act”	the <i>Higher Education Support Act 2003</i>
“Activities”	the details for the Project specified in Item 2
“Asset”	personal, real or incorporeal property which has a value over \$5,000 created or purchased wholly or partly from the Grant, but not including Intellectual Property Rights or the Report
“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
“Available Material”	the Report and any Third-party Material
“Clause”	when followed by any number “X”, means clause X of Part B
“Conditions”	these conditions of grant as set out in Part B
“Conditions of Grant”	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 Conditions fairly, independently and otherwise in accordance with these Conditions of Grant
“Coursework”	method of teaching and learning that leads to the acquisition of skills and knowledge
“Department”	has the meaning given in the Other Grants Guidelines
“Digital badge”	has the meaning given in the Other Grants Guidelines
“EFTSL”	has the meaning given in the Act
“Existing Material”	means all Material owned by the Recipient in existence prior to the commencement of these Conditions of Grant: (a) incorporated in; (b) supplied with; or (c) required to be supplied with, or as part of, the Project Material
“Grant”	the grant referred to in Part A
“Grant Amount”	the amount referred to in Item 5
“Grant funds”	the funds making up the Grant Amount

“Grant Funding”	has the same meaning as Grant funds
“Industry Engagement”	refers to partnerships between higher education providers and industry through teaching, learning and research, which provide for the mutually beneficial exchange of knowledge and resources.
“Item”	when followed by any number “X”, Item X of Part A, unless otherwise specified
“Material”	any document, equipment, software (including source code and object code), goods, information and data stored, including all copies and extracts of the same
“Microcredential”	means a microcredential course as defined in the <i>Higher Education Support Act 2003</i>
“Milestones”	the milestones set out in Schedule 1
“Minister”	the Commonwealth Minister responsible for administering Part 2-3 of the Act
“Other Grants Guidelines”	the <i>Higher Education Support (Other Grants) Guidelines 2022</i> , as amended from time to time
“Part A”	Part A of this Annexure
“Part B”	Part B of this Annexure
“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 Microcredentials Pilot as set out in Part 12 of the Other Grants Guidelines
“Program Objectives”	the objectives of the Program as specified in the Other Grants Guidelines
“Project”	the Project undertaken by the Recipient as specified in Item 2
“Project Objectives”	the objectives of the Project as specified in Item 0 of Part A
“Project Delegate”	the Assistant Secretary, Tertiary Policy Branch, Higher Education Group 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 Item 7 of Part A
“Project Material”	all Material: <ul style="list-style-type: none"> (a) brought into existence for the purpose of performing this Conditions of Grant, including the application form submitted by the Recipient, the Project plan (if any) and the Reports; (b) incorporated in, supplied or required to be supplied along with the Material referred to in paragraph (a); or

	(c) copied or derived from Material referred to in paragraphs (a) or (b)
“Project Period”	the period specified in Item 4 of Part A during which the Project must be completed
“Recipient”	the body corporate which is responsible for the Project as specified in Item 1
“Records”	includes documents, information and data stored by any and all copies or extracts of the same
“Report or Reports”	the Report or Reports referred to in Item 6 and clause 8
“Secretary”	the Secretary of the Department
“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)

2. PREAMBLE

- 2.1. Under Division 41 of the Act, the Commonwealth may make grants to higher education providers and other eligible bodies for a variety of purposes. Grants for Stage 2 of this Program are made for the purposes of item 11(c) of the table in subsection 41-10(1) of the Act.
- 2.2. Subsection 41-25(2) of the Act provides that the Minister, may, in writing determine conditions in relation to grants made under Division 41 of the Act.
- 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 and the Other Grants Guidelines.
- 2.4. The Program is also subject to conditions set out in Part 12 of the Other Grants Guidelines.

CONDITIONS OF GRANT

3. THE GRANT

- 3.1. The Grant is for the Activities and must only be spent on the Activities.
- 3.2. The Grant is the amount calculated in accordance with the method specified in subsection 77(2) of the Other Grants Guidelines.

4. THE PROJECT

- 4.1. The Recipient must carry out the Activities:
 - (a) in accordance with the Project Objectives set out in Item 3, these Conditions of Grant and the Other Grants Guidelines;
 - (b) at the times and in the manner specified in Item 2 of Part A and Schedule **Error! Reference source not found.**;
 - (c) in accordance with the Project Plan (if any) and the Budget (if any);
 - (d) within the Project Period; and
 - (e) diligently, effectively and to a high standard.

5. PAYMENT

- 5.1. Subject to compliance by the Recipient with the terms of these Conditions, the Grant will be paid in accordance with Schedule 2.
- 5.2. Without limiting the Commonwealth's rights, the Project Delegate may withhold or suspend any payment consistent with the Act.
- Note: Section 164-15 and Part 2-5 of the Act allows the Commonwealth to reduce or recover grant payments in certain circumstances.
- 5.3. If required by the Department, at any time, the Recipient must provide an audited report which complies with the requirements in Item 6.7 of Part A regarding the expenditure of the Grant under these Conditions up to the date specified by the Department.
- 5.4. If the Department exercises its rights under clause 5.2 or 5.3, the Recipient must continue to perform all of its obligations under these Conditions, unless the Project Delegate agrees otherwise in writing.
- 5.5. The Department is not responsible for the provision of additional funds to meet any expenditure in excess of the Grant Amount.
- 5.6. If the Recipient wishes to make any change to the Activities 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 first send the Project Delegate a written request for the approval in accordance with clause 9.1 and include detailed reasons for the request.

6. MANAGEMENT OF GRANT FUNDING

- 6.1. The Recipient must:
- (a) manage the Grant Funds in accordance with Item 5 of Part A and this clause 6;
 - (b) place the Grant Funds in a high interest bearing account and 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 so that at all times Grant Funds are identifiable and ascertainable.
- 6.2. 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; and
 - (c) the audit of those financial Records in accordance with Australian Auditing Standards.
- 6.3. Unless otherwise specified by the Department in Item 3 of Part A, the Recipient must not use the Grant:
- (a) to fund any capital works, construction or building activities, including the refitting or upgrade of any existing building;
 - (b) on expert advice that has already been provided or is available through government businesses or a government Project;

- (c) for marketing in relation to the Recipient or any other higher education provider;
- (d) for travel, unless such travel is approved by the Department;
- (e) to provide gifts or bonuses for the Recipient's officers, employees, subcontractors or agents;
- (f) as security to obtain, or comply with, any form of loan, credit, payment or other interest;
- (g) for the preparation of, or in the course of, any litigation; and
- (h) for any purchase or other activity for which the Recipient is being provided with other Commonwealth, State or Territory funding.

6.4. The Recipient must only spend the Grant:

- (a) for the purposes of the Project; and
- (b) in accordance with these Conditions and the Other Grants Guidelines.

6.5. 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.

7. OVERPAYMENT AND REPAYMENT

7.1. If at any time, an overpayment occurs, including where an invoice is found to have been incorrectly rendered after payment then the provider must repay this amount to the Department within 20 business days of a written notice from the Department, or dealt with as directed in writing by the Department.

7.2. 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 in accordance with section 164-15 of the Act.

7.3. If, during or at the completion of the Project Period some or all of the Grant Funding has not been:

- i. spent in accordance with these Conditions or the Other Grants Guidelines; or
- ii. acquitted to the Department's satisfaction,

then this amount may be required to be repaid to the Commonwealth in accordance with the Act.

7.4. If by the completion of the Project Period the Recipient has not spent the entirety of the Grant Amount, the Minister may require the Recipient to return the remainder of the Grant Amount to the Commonwealth within 30 business days of receipt of the Progress Report (Delivery) 2.

7.5. Any amount owed to the Commonwealth under the Act, is recoverable by the Department as a debt due to the Commonwealth by the Recipient without further proof of the debt by the Department.

8. REPORTING AND EVALUATION

8.1. The Recipient must provide the Department with the Reports in accordance with Item 6 of Part A and this clause 8. The Reports must be:

- (a) provided at the times specified in Item 6 of Part A or as otherwise notified by the Department to the Recipient from time to time;

(b) in the manner specified, including any particular format specified, in Item 6 of Part A, or in the manner, including any particular format, otherwise notified by the Department to the Recipient from time to time.

8.2. The Recipient must, if requested by the Department pursuant to Item 6.5 of Part A, 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.

9. ADDRESS FOR REPORTS AND NOTICES

9.1. Reports, any notices, and any requests referred to in clause 5.6, provided by the Recipient to the Department must be submitted electronically in PDF format to the Project Delegate.

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;

and

(b) comply with all reasonable requests, directions, or monitoring requirements received from the Project Delegate.

10.2. If, in the Project Delegate's reasonable opinion, there has been a failure to comply with clause 10.1, the Department may withhold or suspend payment, in accordance with clause 5.2.

11. DISCLOSURE OF INFORMATION

11.1. The Recipient must keep confidential these Conditions, unless otherwise approved by the Department in writing.

12. ASSETS

12.1. The Recipient must not use Grant Funds for the purchase of Assets.

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; and

(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.

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 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.
- 14.4. In this clause 14, "**fault**" means any negligent or unlawful act or omission or wilful misconduct.

15. ACCESS TO PREMISES AND RECORDS

- 15.1. The Recipient must at all reasonable times give:
- (a) the Auditor-General;
 - (b) the Privacy Commissioner (meaning the Office of the Australian Information Commissioner, established under the *Australian Information Commissioner Act 2010*, including any other entity that may, from time to time, perform the functions of that Office);
 - (c) the person occupying the position of Group Manager, Higher Education Group, in the Department;
 - (d) a member of the branch in the Department responsible for conducting audits, on production of photo identification; or
 - (e) any person authorised in writing by the Secretary:
 - (i) reasonable access to:
 - A. the Recipient's employees;
 - B. premises occupied by the Recipient;
 - C. Material; and
 - (ii) reasonable assistance to:
 - A. inspect the progress on the Activities;

- B. locate and inspect Material;
 - C. make copies of Material and remove those copies;
relevant to the Project.
- 15.2. The rights referred to in clause 15.1 are subject to:
 - (a) the provision of reasonable prior notice to the Recipient; and
 - (b) the Recipient's reasonable security procedures.
- 15.3. If a matter is being investigated which, in the opinion of a member of the branch in the Department responsible for conducting audits 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.
- 15.4. 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 RIGHTS IN THE REPORTS

- 16.1. Subject to this clause, ownership of the Project Material and the Intellectual Property Rights in the Project Material vest in the Recipient immediately on their creation.
- 16.2. The Recipient must grant to the Commonwealth a permanent, irrevocable, royalty-free, worldwide, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt and exploit the Intellectual Property Rights in the Reports 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 must grant 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, 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 clause 16.2 and 16.3.
- 16.5. The Recipient must:
 - (a) warrant that it is entitled, or will be entitled at the relevant time, to deal with the Intellectual Property Rights in the Available Material (including Third-party IPRs) in accordance with this clause 16;
 - (b) agree 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) agree to provide to the Commonwealth, on request, the executed original of each consent.
- 16.6. In this clause, "**Specified Acts**" means any of the following acts or omissions by or with the authority of the Commonwealth in relation to the Available Material:
 - (i) using, reproducing, adapting or exploiting all or any part of the Available Material, with or without attribution of authorship;
 - (ii) supplementing the Available Material with any other Material;
 - (iii) using the Available Material in a different context to that originally envisaged;

but not including false attribution of authorship.

17. LICENSING REQUIREMENTS

- 17.1. The Recipient must provide evidence to the Commonwealth in the Progress Report (Delivery) 1 referred to in item 6 and Schedule 1, that it has entered into an agreement with a Stage 1 recipient to receive a licence to use teaching material in relation to a microcredential course designed under Stage 1.

18. RECORDS

- 18.1. 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).
- 18.2. 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.

19. PROTECTION OF PERSONAL INFORMATION

- 19.1. The Recipient must agree to:
- (a) comply with all of the requirements of the Privacy Act (including the Australian Privacy Principles) in relation to any act or omission in connection with these Conditions of Grant, as if the Recipient were an agency as defined in the Privacy Act;
 - (b) 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.
 - (d) An act done or a practice engaged in by the Recipient or a subcontractor to meet (directly or indirectly) an obligation under these Conditions is subject to the other obligations in these Conditions including this clause 19.
- 19.2. In this clause, "received" includes "collected".

20. ACKNOWLEDGMENTS, PUBLICATIONS AND PUBLICITY

- 20.1. The Recipient must acknowledge the contribution made by the Commonwealth to the Project in all related promotional material. In particular, the Recipient must 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, and 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; and
 - (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.

21. DELAY

- 21.1. The Recipient must take all reasonable steps to minimise delay in completion of the Project.
- 21.2. If the Recipient becomes aware that:
- (a) the Recipient will be delayed in progressing the Project in accordance with these Conditions; or
 - (b) the Project will not be completed by the date specified in Item 4 of Part A; the Recipient must immediately notify the Department in writing of the cause and nature of the delay. The Recipient must detail in the notice the steps the Recipient will take to contain the delay.
- 21.3. On receipt of a notice of delay, the Minister (or his delegate) may, at the Minister's sole discretion:
- (a) take any action that the Minister is permitted to take pursuant to the Act;
 - (b) take such other steps as are available under these Conditions, including withholding or suspending of payment under clause 5.2 until the relevant Milestone has been completed to the Department's reasonable satisfaction.
- 21.4. Unless the Department takes action under clause 21.3, the Recipient is required to comply with the timeframe for progressing and completing the Project as set out in these Conditions.

22. CONFLICT OF INTEREST

- 22.1. The Recipient must warrant 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.
- 22.2. 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.
- 22.3. For the avoidance of doubt, the Recipient's obligations under this clause 22 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.

23. COMPLIANCE WITH LAWS AND POLICIES

- 23.1. 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.
- 23.2. The Recipient must acknowledge 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) 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;
 - (f) 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*; and
 - (g) 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.

Schedule 1

Project Milestones

1 Reports

Report due date	Milestone Report Activity	Key Performance Indicators
Date that the Grant is approved	<p>Milestone 1: Conditions of Grant</p> <p>The Grant is approved and the Conditions of Grant have been imposed by the Minister (or his delegate).</p>	The Minister (or his delegate) imposes these Conditions of Grant.
14 days after Census date/s of the microcredential course	<p>Milestone 2: TCSI reporting</p> <p>The Recipient must report:</p> <ul style="list-style-type: none"> student enrolment numbers for the microcredential within 14 days after the census date of that offering. 	The Recipient must report on TCSI for associated milestone payments to be actioned.
(date)	<p>Milestone 3: Progress Report (Delivery) 1</p> <p>The Recipient must submit a Progress Report 1 describing the objectives and outcomes achieved as a result of the Grant for the Activities specified in Item 2 of Part A. This includes the provision of:</p> <ul style="list-style-type: none"> evidence that it has entered into an agreement with a Stage 1 recipient to receive a licence to use teaching material in relation to the microcredential course designed under Stage 1. confirmation of digital badges provided to all students who completed the microcredential courses funded under the Project throughout the calendar (year). if available, a case study (or studies) of a student, or students, enrolled in the microcredential course suitable for use in communications which highlights the achievements of the Project. evidence in the Progress Report 1 that the Project Objectives as specified in Item 3 of Part A have been completed. This may include feedback (including 	<p>The Recipient must demonstrate in the Progress Report 1, that Milestone 4 has been satisfied.</p> <p>The Progress Report 1 must be prepared to the reasonable satisfaction of the Project Delegate.</p>

	<p>from surveys) from industry, students, and other providers on engaging with industry, the value of microcredentials, navigating credit recognition, and delivering shorter form credentials.</p> <ul style="list-style-type: none"> • description of expenditure of the Grant Funds including how the funds have been expended to support the objectives of the pilot. • evidence that uptake of FEE-HELP by students undertaking microcredentials has enabled greater accessibility and affordability. 	
(date)	<p>Milestone 4: Progress Report (Delivery) 2</p> <p>The Recipient must submit a Progress Report 2 describing the objectives and outcomes achieved as a result of the Grant for the Activities specified in Item 2 of Part A. This includes the provision of:</p> <ul style="list-style-type: none"> • confirmation of digital badges provided to all students who completed microcredential courses funded under the Project until (date). • if available, a case study (or studies) of a student, or students, enrolled in the microcredential course suitable for use in communications which highlights the achievements of the Project. • evidence in the Progress Report 2 that the Project Objectives as specified in Item 3 of Part A have been completed. This may include feedback (including from surveys) from industry, students, and other providers on engaging with industry, the value of microcredentials, navigating credit recognition, and delivering shorter form credentials. • description of expenditure of the Grant Funds including how the funds have been expended to support the objectives of the pilot. • evidence that uptake of FEE-HELP by students undertaking microcredentials has enabled greater accessibility and affordability. 	<p>The Recipient must demonstrate in the Progress Report 2, that Milestone 5 has been satisfied.</p> <p>The Progress Report 2 must be prepared to the reasonable satisfaction of the Project Delegate.</p>

Schedule 2

Payments

Table – Payments

Milestone	Due date	Instalment
TCSI Reporting Milestone 2	The TCSI Reports are due to the Project Delegate within 14 days after the census dates of the microcredential course offering The associated Milestone payment will be actioned within 14 days from the receipt of the TCSI report.	100% of the grant amount for Stage 2 determined under subsection 77(2) of the Other Grants Guidelines.



Australian Government

Department of Education

Conditions of Grant

(Higher Education Support Act 2003)

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Higher Education Support Act 2003

APPROVAL OF A GRANT TO AN ELIGIBLE BODY CORPORATE UNDER SECTION 41-20;

AND

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

I, **Brett Nordstrom, Assistant Secretary**, a delegate of the Minister for Education:

- Approve under section 41-20 of the *Higher Education Support Act 2003* (the “**Act**”) a grant (“**Grant**”) to the body corporate specified in Item 1 of Part A (“**Part A**”) of the Annexure (the “**Annexure**”), which is headed Details of Grant, in respect of the Project (“the **Project**”) specified in Item 2 of Part A of the Annexure;
- Determine under subsection 41-25(2) of the Act that the Grant is made on the Conditions of Grant (“the **COGs**”) contained in Part B (“**Part B**”) of the Annexure.

Dated

2024

Brett Nordstrom
Assistant Secretary, Tertiary Policy Branch
Department of Education



Higher Education Support Act 2003

Bracket areas are completed by the Department of Education

(name of provider)

(ABN)

ANNEXURE TO

APPROVAL OF A GRANT TO AN ELIGIBLE BODY CORPORATE UNDER SECTION 41-20

AND

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

MADE

PART A OF ANNEXURE: DETAILS OF GRANT – (name of provider)

PART B OF ANNEXURE: CONDITIONS OF GRANT

(month and year)

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(SPECIFIC TO STAGE 3) PART A OF ANNEXURE

DETAILS OF GRANT

1. The Recipient

1.1 The **Recipient** is (*proper name of the legal entity to which the Grant is being paid under these Conditions of Grant (including an CAN where it has one, or an ABN where it doesn't).*)

2. Project

2.1 The Project is entitled: **Microcredentials Pilot in Higher Education – (*full name of course of learning, e.g., Microcredential in Civil Engineering*)**

2.2 As part of the Project, the Recipient must,

- d) Deliver (*full name of course of learning, e.g., Microcredential in Civil Engineering*) (Stage 3), and that microcredential course must meet the following requirements:
- i. The content and objectives of the microcredential course must be closely aligned to the content and objectives of a 'higher education award' as defined in section 5 of the *Tertiary Education Quality and Standards Agency Act 2011*.
 - ii. (*Optional: include only if the provider identified that they would do so in their application*) The provider will seek credit recognition arrangements for the microcredential course with other providers.
 - iii. The microcredential course will target a national priority field of education (*national priority field of education i.e., Engineering and Related Technologies*).
 - iv. The microcredential course targets an occupation (*occupation*) identified in national shortage, including in regional areas, in Jobs and Skills Australia's Skills Priority List (*insert year e.g., 2022*).
 - v. Teaching material must be structured around (*skills family or cluster*) under the Australian Skills Classification, to provide clearly defined skill outcomes.
 - vi. Teaching material must demonstrate how students will achieve the learning outcomes or proficiencies of the microcredential course.
 - vii. The microcredential course must comply with the requirements specified in Chapter 4 of the *FEE-HELP Guidelines 2017* and subsections 76(8) and 76(9) of the *Higher Education Support (Other Grants) Guidelines 2022* (the Other Grants Guidelines).
 - viii. The microcredential course must be listed on the Government's Microcred Seeker website.
- e) Deliver the microcredential course during the financial year commencing 1 July 2024 (Subject to approval, may include 2025-26) (Stage 3).
- i. Students are to be sourced by the Recipient.

- ii. The Recipient must inform the Project Delegate of the estimated enrolments for each microcredential course at the start of the Project Period.
- iii. The Recipient must inform the Project Delegate of the total number of students enrolled in the microcredential course within 14 days after the census date via the department's Tertiary Collection of Student Information (TCSI) system.

2.3 The recipient may conduct the activities outlined in Item 2.2 in partnership with *(insert other higher education provider name; remove if N/A)*.

2.4 The Recipient must achieve the Milestones for the Project and satisfy the reporting requirements set out in Schedule 1 and clause 8.

3. Project Purpose and Objectives

3.1. This grant is provided for the purposes of table item 11(c) as set out in subsection 41-10(1) of the Act and subparagraphs 73(2)(a)(ii), (iii) and (iv) of the *Higher Education Support (Other Grants) Guidelines 2022* (the Other Grants Guidelines).

4. Project Period

4.1 The Project Period is from the date that this determination is made until *(final reporting date e.g., 31 August 2025)*.

5. Grant amounts

5.1 The amount of the Grant for Stage 3 is to be calculated in accordance with the method specified in subsection 77(2) of the Other Grants Guidelines.

5.2 The maximum number of students for which the provider can receive funding for Stage 3 is *(maximum number)*.

5.3 The payment of grant amounts will follow the completion of the milestones as set out in Schedule 2.

5.4 GST:

- h) Grant Funds and other amounts payable under this Program are exclusive of GST unless expressly stated otherwise;
- i) if the Recipient has formed the view that the Grant Funds are consideration for a taxable supply that the Recipient is making to the Commonwealth, the Commonwealth must pay to the Recipient, in addition to the GST exclusive consideration, the amount of GST payable (GST Amount);
- j) subject to item 5.4 d), the GST Amount is to be paid at the same time as the GST exclusive consideration;
- k) any payments of GST Amounts by the Commonwealth under this Condition are subject to receipt of a valid tax invoice;
- l) for the avoidance of doubt, if the Recipient has formed the view that the Grant Funds are consideration for a taxable supply that the Recipient is making to the Commonwealth:

- iv. the Recipient will issue a tax invoice to the Commonwealth for the supplies for which those Grant Funds are consideration before they are due to be paid;
 - v. subject to receiving that tax invoice, the Commonwealth will pay the Recipient the GST Amount in respect of the Grant Funds; and
 - vi. the Recipient will return the GST to the Commissioner of Taxation in accordance with the *A New Tax System (Goods and Services Tax) Act 1999*;
- m) if a payment of the Grant Funds is a reimbursement or indemnification or otherwise calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party, or the representative member of the GST group that party is a member of (as the case may be), is entitled in respect of that loss, cost or expense; and
- n) if:
- iii. an adjustment event occurs in relation to a taxable supply made in relation to the Grant Funds; or
 - iv. it is determined that the payment of Grant Funds is not consideration for a taxable supply -so that the Recipient's actual GST liability is different to the GST Amount recovered from the Recipient, then the Recipient will refund to, or be entitled to recover the difference from, the Commonwealth (as the case requires). The Recipient must issue an adjustment note to the Commonwealth as soon as it becomes aware of the adjustment event.

5.5 The Recipient must achieve the Milestones for the Project as set out in Schedule 1 to receive grant funding. The manner and timing for payment for each part of the Project is as provided at Schedule 2.

6. Reporting

6.6 The Recipient must provide **Reports** to the Project Delegate as follows:

- (c) Recipients of Stage 3 grants must provide a **Course Report**, as outlined in Schedule 1.
- (d) Recipients delivering courses as part of Stage 3, must report on their student enrolments in the TCSI system within 14 days after each census date for the offering of the microcredential, as outlined in Schedule 1.
- (e) Recipients delivering courses under Stage 3 must provide **Progress Reports** on delivery. This report will cover the Project commencement to Project completion as outlined in Schedule 1.

6.7 Reports must be provided to the Project Delegate as follows:

- (c) TCSI system reporting within 14 days following the census date/s.
- (d) Progress Report (Delivery) 1 by (date) and Progress Report (Delivery) 2 by (date).

6.8 Reports submitted to the delegate in writing must include a statement signed by a person authorised to do so on behalf of the Recipient that the reports are, to the best of their knowledge, a true and accurate statement of the status of the Project.

6.9 A template for the Reports will be provided by the Department and Reports must be in this format.

6.10 Program Evaluation

- (b) The Commonwealth may request that additional information from the Recipient be provided for the purposes of any review or evaluation that the Commonwealth may undertake of the Project or the Program. Pursuant to clauses 8 and 15 the Recipient must comply with any reasonable request the Commonwealth makes for this purpose.

7. Project Delegate

7.2 The contact details for the Project Delegate are:

DRAFT

PART B OF ANNEXURE

CONDITIONS OF GRANT

1. MEANING OF WORDS

In this Part B of the Annexure:

“Act”	the <i>Higher Education Support Act 2003</i>
“Activities”	the details for the Project specified in Item 2
“Asset”	personal, real or incorporeal property which has a value over \$5,000 created or purchased wholly or partly from the Grant, but not including Intellectual Property Rights or the Report
“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
“Available Material”	the Report and any Third-party Material
“Clause”	when followed by any number “X”, means clause X of Part B
“Conditions”	these conditions of grant as set out in Part B
“Conditions of Grant”	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 Conditions fairly, independently and otherwise in accordance with these Conditions of Grant
“Coursework”	method of teaching and learning that leads to the acquisition of skills and knowledge
“Department”	has the meaning given in the Other Grants Guidelines
“Digital badge”	has the meaning given in the Other Grants Guidelines
“EFTSL”	has the meaning given in the Act
“Existing Material”	means all Material owned by the Recipient in existence prior to the commencement of these Conditions of Grant: (d) incorporated in; (e) supplied with; or (f) required to be supplied with, or as part of, the Project Material
“Grant”	the grant referred to in Part A
“Grant Amount”	the amount referred to in Item 5
“Grant funds”	the funds making up the Grant Amount

“Grant Funding”	has the same meaning as Grant funds
“Industry Engagement”	refers to partnerships between higher education providers and industry through teaching, learning and research, which provide for the mutually beneficial exchange of knowledge and resources.
“Item”	when followed by any number “X”, Item X of Part A, unless otherwise specified
“Material”	any document, equipment, software (including source code and object code), goods, information and data stored, including all copies and extracts of the same
“Microcredential”	means a microcredential course as defined in the <i>Higher Education Support Act 2003</i>
“Milestones”	the milestones set out in Schedule 1
“Minister”	the Commonwealth Minister responsible for administering Part 2-3 of the Act
“Other Grants Guidelines”	the <i>Higher Education Support (Other Grants) Guidelines 2022</i> , as amended from time to time
“Part A”	Part A of this Annexure
“Part B”	Part B of this Annexure
“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 Microcredentials Pilot as set out in Part 12 of the Other Grants Guidelines
“Program Objectives”	the objectives of the Program as specified in the Other Grants Guidelines
“Project”	the Project undertaken by the Recipient as specified in Item 2
“Project Objectives”	the objectives of the Project as specified in Item 0 of Part A
“Project Delegate”	the Assistant Secretary, Tertiary Policy Branch, Higher Education Group 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 Item 7 of Part A
“Project Material”	all Material: <ul style="list-style-type: none"> (d) brought into existence for the purpose of performing this Conditions of Grant, including the application form submitted by the Recipient, the Project plan (if any) and the Reports; (e) incorporated in, supplied or required to be supplied along with the Material referred to in paragraph (a); or

- (f) copied or derived from Material referred to in paragraphs (a) or (b)

“Project Period”	the period specified in Item 4 of Part A during which the Project must be completed
“Recipient”	the body corporate which is responsible for the Project as specified in Item 1
“Records”	includes documents, information and data stored by any and all copies or extracts of the same
“Report or Reports”	the Report or Reports referred to in Item 6 and clause 8
“Secretary”	the Secretary of the Department
“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)

2. PREAMBLE

- 2.1. Under Division 41 of the Act, the Commonwealth may make grants to higher education providers and other eligible bodies for a variety of purposes. Grants for Stage 3 of this Program are made for the purposes of item 11(c) of the table in subsection 41-10(1) of the Act.
- 2.2. Subsection 41-25(2) of the Act provides that the Minister, may, in writing determine conditions in relation to grants made under Division 41 of the Act.
- 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 and the Other Grants Guidelines.
- 2.4. The Program is also subject to conditions set out in Part 12 of the Other Grants Guidelines.

CONDITIONS OF GRANT

3. THE GRANT

- 3.1. The Grant is for the Activities and must only be spent on the Activities.
- 3.2. The Grant is the amount in respect of the Project as set out in Item 5.1 of Part A or the calculated in accordance with the method specified in subsection 77(2) of the Other Grants Guidelines.

4. THE PROJECT

- 4.1. The Recipient must carry out the Activities:

- (f) in accordance with the Project Objectives set out in Item 3, these Conditions of Grant and the Other Grants Guidelines;
- (g) at the times and in the manner specified in Item 2 of Part A and Schedule **Error! Reference source not found.**;
- (h) in accordance with the Project Plan (if any) and the Budget (if any);
- (i) within the Project Period; and
- (j) diligently, effectively and to a high standard.

5. PAYMENT

- 5.1. Subject to compliance by the Recipient with the terms of these Conditions, the Grant will be paid in accordance with Schedule 2.
- 5.2. Without limiting the Commonwealth's rights, the Project Delegate may withhold or suspend any payment consistent with the Act.
 Note: Section 164-15 and Part 2-5 of the Act allows the Commonwealth to reduce or recover grant payments in certain circumstances.
- 5.3. If required by the Department, at any time, the Recipient must provide an audited report which complies with the requirements in Item 6.7 of Part A regarding the expenditure of the Grant under these Conditions up to the date specified by the Department.
- 5.4. If the Department exercises its rights under clause 5.2 or 5.3, the Recipient must continue to perform all of its obligations under these Conditions, unless the Project Delegate agrees otherwise in writing.
- 5.5. The Department is not responsible for the provision of additional funds to meet any expenditure in excess of the Grant Amount.
- 5.6. If the Recipient wishes to make any change to the Activities 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 first send the Project Delegate a written request for the approval in accordance with clause 9.1 and include detailed reasons for the request.

6. MANAGEMENT OF GRANT FUNDING

- 6.1. The Recipient must:
 - (d) manage the Grant Funds in accordance with Item 5 of Part A and this clause 6;
 - (e) place the Grant Funds in a high interest bearing account and interest earned on the Grant Funds must be:
 - i. expended on the Project; and
 - ii. reported to the Department,
 - (f) identify the receipt and expenditure of the Grant Funds separately within the Recipient's accounting Records so that at all times Grant Funds are identifiable and ascertainable.
- 6.2. The Recipient must keep financial Records relating to the Project to enable:
 - (d) all expenditure related to the Project to be identified in the Recipient's accounts;
 - (e) the preparation of financial statements in accordance with Australian Accounting Standards; and

- (f) the audit of those financial Records in accordance with Australian Auditing Standards.
- 6.3. Unless otherwise specified by the Department in Item 3 of Part A, the Recipient must not use the Grant:
- (i) to fund any capital works, construction or building activities, including the refitting or upgrade of any existing building;
 - (j) on expert advice that has already been provided or is available through government businesses or a government Project;
 - (k) for marketing in relation to the Recipient or any other higher education provider;
 - (l) for travel, unless such travel is approved by the Department;
 - (m) to provide gifts or bonuses for the Recipient's officers, employees, subcontractors or agents;
 - (n) as security to obtain, or comply with, any form of loan, credit, payment or other interest;
 - (o) for the preparation of, or in the course of, any litigation; and
 - (p) for any purchase or other activity for which the Recipient is being provided with other Commonwealth, State or Territory funding.
- 6.4. The Recipient must only spend the Grant:
- (c) for the purposes of the Project; and
 - (d) in accordance with these Conditions and the Other Grants Guidelines.
- 6.5. 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.

7. OVERPAYMENT AND REPAYMENT

- 7.1. If at any time, an overpayment occurs, including where an invoice is found to have been incorrectly rendered after payment then the provider must repay this amount to the Department within 20 business days of a written notice from the Department, or dealt with as directed in writing by the Department.
- 7.2. 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 in accordance with section 164-15 of the Act.
- 7.3. If, during or at the completion of the Project Period some or all of the Grant Funding has not been:
- iii. spent in accordance with these Conditions or the Other Grants Guidelines; or
 - iv. acquitted to the Department's satisfaction,
- then this amount may be required to be repaid to the Commonwealth in accordance with the Act.
- 7.4. If by the completion of the Project Period the Recipient has not spent the entirety of the Grant Amount, the Minister may require the Recipient to return the remainder of the Grant Amount to the Commonwealth within 30 business days of receipt of the Progress Report (Delivery) 2.

- 7.5. Any amount owed to the Commonwealth under the Act, is recoverable by the Department as a debt due to the Commonwealth by the Recipient without further proof of the debt by the Department.

8. REPORTING AND EVALUATION

- 8.1. The Recipient must provide the Department with the Reports in accordance with Item 6 of Part A and this clause 8. The Reports must be:
- (c) provided at the times specified in Item 6 of Part A or as otherwise notified by the Department to the Recipient from time to time;
 - (d) in the manner specified, including any particular format specified, in Item 6 of Part A, or in the manner, including any particular format, otherwise notified by the Department to the Recipient from time to time.
- 8.2. The Recipient must, if requested by the Department pursuant to Item 6.5 of Part A, 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.

9. ADDRESS FOR REPORTS AND NOTICES

- 9.1. Reports, any notices, and any requests referred to in clause 5.6, provided by the Recipient to the Department must be submitted electronically in PDF format to the Project Delegate.

10. LIAISON AND MONITORING

- 10.1. The Recipient must:
- (c) liaise with and provide information to the Project Delegate, or a person nominated by the Project Delegate, as reasonably required by the Project Delegate;
and
 - (d) comply with all reasonable requests, directions, or monitoring requirements received from the Project Delegate.
- 10.2. If, in the Project Delegate's reasonable opinion, there has been a failure to comply with clause 10.1, the Department may withhold or suspend payment, in accordance with clause 5.2.

11. DISCLOSURE OF INFORMATION

- 11.1. The Recipient must keep confidential these Conditions, unless otherwise approved by the Department in writing.

12. ASSETS

- 12.1. The Recipient must not use Grant Funds for the purchase of Assets.

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:
- (c) Workers' compensation insurance for an amount required by the relevant state or territory legislation; and

- (d) 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.
- 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:
- (d) loss or liability incurred by the Commonwealth;
 - (e) loss of or damage to Commonwealth property; or
 - (f) 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:
 - (v) 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;
 - (vi) any breach by the Recipient or any of the Recipient's employees, agents, or subcontractors of obligations or warranties under these Conditions;
 - (vii) 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
 - (viii) 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 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.
- 14.4. In this clause 14, "**fault**" means any negligent or unlawful act or omission or wilful misconduct.

15. ACCESS TO PREMISES AND RECORDS

- 15.1. The Recipient must at all reasonable times give:
- (f) the Auditor-General;
 - (g) the Privacy Commissioner (meaning the Office of the Australian Information Commissioner, established under the *Australian Information*

Commissioner Act 2010, including any other entity that may, from time to time, perform the functions of that Office);

- (h) the person occupying the position of Group Manager, Higher Education Group, in the Department;
 - (i) a member of the branch in the Department responsible for conducting audits, on production of photo identification; or
 - (j) any person authorised in writing by the Secretary:
 - (iii) reasonable access to:
 - A. the Recipient's employees;
 - B. premises occupied by the Recipient;
 - C. Material; and
 - (iv) reasonable assistance to:
 - A. inspect the progress on the Activities;
 - B. locate and inspect Material;
 - C. make copies of Material and remove those copies;
- relevant to the Project.

15.2. The rights referred to in clause 15.1 are subject to:

- (c) the provision of reasonable prior notice to the Recipient; and
- (d) the Recipient's reasonable security procedures.

15.3. If a matter is being investigated which, in the opinion of a member of the branch in the Department responsible for conducting audits 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.

15.4. 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 RIGHTS IN THE REPORTS

16.1. Subject to this clause, ownership of the Project Material and the Intellectual Property Rights in the Project Material vest in the Recipient immediately on their creation.

16.2. The Recipient must grant to the Commonwealth a permanent, irrevocable, royalty-free, worldwide, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt and exploit the Intellectual Property Rights in the Reports 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 must grant 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, 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 clause 16.2 and 16.3.

16.5. The Recipient must:

- (d) warrant that it is entitled, or will be entitled at the relevant time, to deal with the Intellectual Property Rights in the Available Material (including Third-party IPRs) in accordance with this clause 16;
- (e) agree 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

- (f) agree to provide to the Commonwealth, on request, the executed original of each consent.

16.6. In this clause, "**Specified Acts**" means any of the following acts or omissions by or with the authority of the Commonwealth in relation to the Available Material:

- (iv) using, reproducing, adapting or exploiting all or any part of the Available Material, with or without attribution of authorship;
- (v) supplementing the Available Material with any other Material;
- (vi) using the Available Material in a different context to that originally envisaged;

but not including false attribution of authorship.

17. RECORDS

17.1. 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).

17.2. 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.

18. PROTECTION OF PERSONAL INFORMATION

18.1. The Recipient must agree to:

- (e) comply with all of the requirements of the Privacy Act (including the Australian Privacy Principles) in relation to any act or omission in connection with these Conditions of Grant, as if the Recipient were an agency as defined in the Privacy Act;
 - (f) 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
 - (g) 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.
- (a) An act done or a practice engaged in by the Recipient or a subcontractor to meet (directly or indirectly) an obligation under these Conditions is subject to the other obligations in these Conditions including this clause 19.

18.2. In this clause, "received" includes "collected".

19. ACKNOWLEDGMENTS, PUBLICATIONS AND PUBLICITY

19.1. The Recipient must acknowledge the contribution made by the Commonwealth to the Project in all related promotional material. In particular, the Recipient must ensure that:

- (e) the acknowledgment is prominently recorded and commensurate with that given to state or local government, corporate or other sponsors;
- (f) any formal statement issued in relation to any aspect of the Project, including speeches, media releases, and brochures, should make reference to the Commonwealth contribution;

- (g) any signs and plaques erected in association with the Project must acknowledge the Commonwealth's assistance; and
- (h) where an official opening or launch is proposed for the Project, the Minister is to be invited to attend or to send a representative.

20. DELAY

- 20.1. The Recipient must take all reasonable steps to minimise delay in completion of the Project.
- 20.2. If the Recipient becomes aware that:
 - (c) the Recipient will be delayed in progressing the Project in accordance with these Conditions; or
 - (d) the Project will not be completed by the date specified in Item 4 of Part A; the Recipient must immediately notify the Department in writing of the cause and nature of the delay. The Recipient must detail in the notice the steps the Recipient will take to contain the delay.
- 20.3. On receipt of a notice of delay, the Minister (or his delegate) may, at the Minister's sole discretion:
 - (c) take any action that the Minister is permitted to take pursuant to the Act;
 - (d) take such other steps as are available under these Conditions, including withholding or suspending of payment under clause 5.2 until the relevant Milestone has been completed to the Department's reasonable satisfaction.
- 20.4. Unless the Department takes action under clause 21.3, the Recipient is required to comply with the timeframe for progressing and completing the Project as set out in these Conditions.

21. CONFLICT OF INTEREST

- 21.1. The Recipient must warrant 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.
- 21.2. If during the Project Period a Conflict arises, or is likely to arise, the Recipient must:
 - (d) 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;
 - (e) make full disclosure to the Commonwealth of all relevant information relating to the Conflict; and
 - (f) take steps as the Commonwealth may, if it chooses to, reasonably require to resolve or deal with the Conflict.
- 21.3. For the avoidance of doubt, the Recipient's obligations under this clause 22 do not prohibit the Recipient from:
 - (c) performing services (including research and other services) for other people or organisations; and
 - (d) 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.

22. COMPLIANCE WITH LAWS AND POLICIES

- 22.1. The Recipient must, in carrying out its obligations under these Conditions of Grant, comply with:
- (c) all relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory or local authority; and
 - (d) any Australian Government policies relevant to the Grant and notified to the Recipient by the Minister at the time of the Grant.
- 22.2. The Recipient must acknowledge that:
- (h) it may have obligations under the *Workplace Gender Equality Act 2012* and must comply with those obligations;
 - (i) 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;
 - (j) 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;
 - (k) giving false or misleading information is a serious offence under the *Criminal Code Act 1995*;
 - (l) 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;
 - (m) 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*; and
 - (n) 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.

Schedule 1

Project Milestones

1. Reports

Report due date	Milestone Report Activity	Key Performance Indicators
Date that the Grant is approved	<p>Milestone 1: Conditions of Grant</p> <p>The Grant is approved and the Conditions of Grant have been imposed by the Minister (or his delegate).</p>	<p>The Minister (or his delegate) imposes these Conditions of Grant.</p>
(date)	<p>Milestone 2: Course Report</p> <p>The Recipient must submit a Course Report, including evidence of satisfaction of the criteria set out in Item 2.2(a) in Part A.</p>	<p>The Recipient must demonstrate in the Course Report, that Milestone 2 has been satisfied.</p> <p>The Course Report must be prepared to the reasonable satisfaction of the Project Delegate for it to be accepted and associated milestone payments to be actioned.</p>
(14 days after the census date/s agreed with provider)	<p>Milestone 3: TCSI reporting</p> <p>The Recipient must report:</p> <ul style="list-style-type: none"> • student enrolment numbers for the microcredential within 14 days after the census date of that offering. 	<p>The Recipient must report on TCSI for associated milestone payments to be actioned.</p>
(date)	<p>Milestone 4: Progress Report (Delivery) 1</p> <p>The Recipient must submit a Progress Report 1 describing the objectives and outcomes achieved as a result of the Grant for the Activities specified in Item 2 of Part A. This includes the provision of:</p> <ul style="list-style-type: none"> • confirmation of digital badges provided to all students who completed microcredential courses funded under the Project throughout the calendar year 2023. • if available, a case study (or studies) of a student, or students, enrolled in the microcredential course suitable for use in communications which highlights the achievements of the Project. 	<p>The Recipient must demonstrate in the Progress Report 1, that Milestone 4 has been satisfied.</p> <p>The Progress Report 1 must be prepared to the reasonable satisfaction of the Project Delegate.</p>

	<ul style="list-style-type: none"> evidence in the Progress Report 1 that the Project Objectives as specified in Item 3 of Part A have been completed. This may include feedback (including from surveys) from industry, students, and other providers on engaging with industry, the value of microcredentials, navigating credit recognition, and delivering shorter form credentials. evidence that uptake of FEE-HELP by students undertaking microcredentials has enabled greater accessibility and affordability. Description of expenditure of the Grant Funds outlining how the funds have been expended to support the objectives of the pilot. 	
(date)	<p>Milestone 5: Progress Report (Delivery) 2</p> <p>The Recipient must submit a Progress Report 2 describing the objectives and outcomes achieved as a result of the Grant for the Activities specified in Item 2 of Part A. This includes the provision of:</p> <ul style="list-style-type: none"> confirmation of digital badges provided to all students who completed microcredential courses funded under the Project until 30 June 2024. if available, a case study (or studies) of a student, or students, enrolled in the microcredential course suitable for use in communications which highlights the achievements of the Project. evidence in the Progress Report 2 that the Project Objectives as specified in Item 3 of Part A have been completed. This may include feedback (including from surveys) from industry, students, and other providers on engaging with industry, the value of microcredentials, navigating credit recognition, and delivering shorter form credentials. evidence that uptake of FEE-HELP by students undertaking microcredentials has enabled greater accessibility and affordability. Description of expenditure of the Grant Funds outlining how the funds have been expended to support the objectives of the pilot. 	<p>The Recipient must demonstrate in the Progress Report 2, that Milestone 5 has been satisfied.</p> <p>The Progress Report 2 must be prepared to the reasonable satisfaction of the Project Delegate.</p>

Schedule 2 Payments

Table – Payments

Milestone	Due date	Instalment
TCSI Reporting Milestone 3	<p>The TCSI Reports are due to the Project Delegate within 14 days after the census dates of the microcredential course offering</p> <p>The associated Milestone payment will be actioned within 14 days from the receipt of the TCSI report.</p>	100% of the grant amount for Stage 3 determined under subsection 77(2) of the Other Grants Guidelines.

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