



Australian Government

Funding Agreement

between the

COMMONWEALTH OF AUSTRALIA

as represented by the

Minister for Education

and

Torrens University Australia Limited

regarding funding

**under the *Higher Education Support Act 2003* in respect of the
2024 and 2025 grant years**

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Parties and Recitals

THIS AGREEMENT is made on the date on which it is executed by the Commonwealth of Australia

BETWEEN

THE COMMONWEALTH OF AUSTRALIA represented by the Minister for Education ('the Commonwealth')
[ABN 12 862 898 150]

AND

Torrens University Australia Limited, 17-51 Foveaux Street, Surry Hills NSW 2010 ('Provider')
[ABN 99 154 937 005]

RECITALS

- A. The Provider meets the requirements of paragraph 30-1(1)(b) of HESA.
- B. This funding agreement meets the requirements under subsection 30-25(1) of HESA in respect of the 2024 and 2025 grant years.
- C. Entering into this agreement is a requirement under subparagraph 30-1(1)(b)(iii) of HESA for a Commonwealth Grant to be payable to the Provider under Part 2-2 of HESA.
- D. Subject to subsections 30-25(2A) and 30-25(2B) of HESA, this funding agreement specifies conditions to which the Commonwealth Grant is subject that are additional to the conditions that apply to the Commonwealth Grant under Division 36 of HESA.
- E. This agreement complements the mission-based compact between both parties setting out how the Provider's mission aligns with the Commonwealth of Australia's goals for higher education. It also complements the Provider's Equity Plan setting out how the Provider intends to use any amounts equivalent to any unspent Part 2-2 grant funding in the 2024 and 2025 grant years.
- F. Under section 36-65 of HESA, the Provider must comply with this funding agreement.

NOW IT IS AGREED as follows:

PART A: Commonwealth Grant Scheme funding

Commonwealth Grant Scheme funding amount and payment arrangements

1. The Commonwealth will pay to the Provider the CGS funding amount for the 2024 and 2025 grant years, calculated in accordance with Division 33 of HESA.
2. The Commonwealth will notify the Provider, before the start of each grant year covered by this agreement, about the CGS advances that will be paid to the Provider in respect of amounts expected to become payable for the relevant grant years under subsection 164-10(1) of HESA.
3. Amounts payable as CGS advances may be adjusted throughout the relevant grant year based on information provided to the Commonwealth by the Provider.
4. CGS advances made in respect of a grant year will be reconciled with CGS funding payable to the Provider for the relevant year. This reconciliation will occur when actual student enrolment data for the Grant Year is finalised and provided to the Commonwealth. If the amount of an advance paid to the Provider exceeds the amount that becomes payable to the Provider, the Commonwealth will seek recovery of the overpaid amount from the Provider under subsection 164-10(1A) of HESA.
5. To be eligible for a future 'Higher Education Continuity Guarantee – Equity' program grant that may be made under Part 2-3 HESA, the provider must use an amount equivalent to any unspent amounts from their eligible MBGA allocations (as outlined in Appendix 1) on initiatives that support equity cohorts. The provider must adhere to the department's requirements (as set out in this funding agreement and through other requests) relating to this program. The provider must also have an Equity Plan in place with the Department at the time the CGS reconciliation for 2024 and 2025 is completed.

Estimates of Commonwealth supported places

6. The Provider must provide accurate and timely estimates of the number of grandfathered students and non-grandfathered students expected to study in Commonwealth supported places, for the current and future years, as required by the Commonwealth.

Provision of other data

7. The Provider must provide data relating to revised transparency arrangements as requested, including in relation to admissions processes and the cost of teaching and scholarship. This includes providing the data in the form and at the times required by the Commonwealth to support the national admissions platform.

PART B: Allocation of places

Maximum basic grant amount

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

Allocation of Commonwealth supported places

9. The total number of Commonwealth supported places allocated to the Provider under paragraph 30-10(1)(b), for grandfathered and non-grandfathered students in each funding cluster for the grant years covered by this agreement, are set out in Table 2a of Appendix 2.
10. Any places allocated at the postgraduate level are for non-research courses of study and exclude any course which is subject to Ministerial determination under paragraph 36-15(2)(b) of HESA.
11. The amount of funding advanced to the Provider as an amount expected to become payable under HESA for the grant years covered by this agreement will initially be calculated on the basis of the

Provider's MBGA specified in Appendix 1. If the Provider is unable to deliver the places detailed in [Table 2a](#) of Appendix 2 it must notify the Commonwealth as soon as practicable.

12. The Provider must not transfer any allocation of Commonwealth supported places between undergraduate and postgraduate courses of study.
13. The Provider may be audited to check whether actual enrolments in Commonwealth supported places align with [Table 2a](#) of Appendix 2.

PART C: Other conditions and requirements

Provision of university offers to at-school students

14. Higher Education Providers are responsible for their admission policies and procedures, consistent with the Higher Education Standards Framework (Threshold Standards) 2021. The provider's admission practices must ensure that students admitted are capable of succeeding academically, with appropriate support as required. The provider's admissions policies and practices must be evidence-based, transparent and publicly defensible.
15. Offers made to at-school students must respect and support the integrity of the successful completion of senior secondary education and must be conditional on the successful completion of the Senior Secondary Certificate of Education (or equivalent).
16. This section does not apply to students who will be enrolled on a non-award basis or students who will be enrolled in enabling courses.
17. The higher education provider:
 - 17.1. must not extend offers to Year 11 students;
 - 17.2. must not extend offers to at-school students in Year 12 prior to September 2024 for the 2025 academic year or prior to September 2025 for the 2026 academic year.

Clinical placements and practicums

18. For a course that is accredited under section 49 of the National Law, the Provider must ensure that each student enrolled in the course has access to clinical placements in accordance with the approved accreditation standard for the profession.
19. For a course that provides a pathway to professional certification or registration, where that certification or registration requires the completion of a clinical or practicum placement (for example in initial teacher education, engineering or social work) the Provider must ensure that each student enrolled in that course has access to clinical placements or practicums in accordance with the relevant professional accreditation standards.

Equity Places

20. Equity Places are non-ongoing and funding is expected to terminate in 2028.
21. Funding for Equity Places is to be used in 2024 and 2025 for students commencing in the 2023 and 2024 grant years.
22. There is a clear and unambiguous expectation that courses will be delivered as closely as possible in line with indicative funding parameters and that all Equity Places will be filled by people from educational disadvantaged groups (including students from low SES backgrounds, students from inner regional, outer regional, remote and very remote areas, students who are first in family to study at university, First Nations students, and students with a disability).
23. The Provider must comply with all reporting requirements for Equity Places as communicated by Department.

New campuses and campus closures

24. The Provider must use the Commonwealth supported places it is allocated under this agreement to deliver courses of study at the campuses or educational facilities listed in [Table 1](#) and [Table 2](#) below.

25. The Provider must obtain the Commonwealth's prior written approval if the Provider proposes to enrol Commonwealth supported students in a course of study that is, or is to be undertaken, primarily at an educational facility, other than one of the Provider's campuses listed below in [Table 1](#).
26. Similarly, if the Provider proposes to close a campus or approved educational facility where Commonwealth supported students are enrolled, the Provider must obtain the Commonwealth's prior written approval.

Table 1: Provider's campuses

Name of campus	
Ultimo	Surry Hills
Fitzroy	Melbourne
Fortitude Valley	Adelaide
Southport	Leura

Closures of courses

27. The Provider must obtain the Commonwealth's prior written approval before closing a course listed in Appendix 2 in which students are enrolled in Commonwealth supported places. The Provider's notice to the Commonwealth must be in the form included at Appendix 3.
28. In making a decision to approve a course closure under clause 27, the Commonwealth will:
- 28.1. seek to reach a mutually agreeable arrangement with the Provider regarding the course closure;
 - 28.2. have regard to student demand for the course, the financial viability of the course, the justification provided for a proposed course closure by the Provider and other relevant factors;
 - 28.3. assist the Provider to explore options to retain the course, including through cooperation with another provider or the movement of Commonwealth supported places to another provider (where applicable); and
 - 28.4. not unreasonably withhold approval for a course closure so as to place an unreasonable financial burden on the Provider or place the Provider in a financially unviable position in regard to the Provider's overall financial status.

Applicable law and jurisdiction

29. The laws of the Australian Capital Territory apply to the interpretation of this agreement.
30. The parties agree to submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory and any courts which have jurisdiction to hear appeals from any of these courts in respect to any dispute under this agreement.

Entire agreement, variation and severance

31. This agreement, and the HESA, record the entire agreement between the parties in relation to its subject matter. Any previous agreement covering the relevant grant years is terminated and replaced by this agreement on the date this agreement is made.
32. Except for action the Commonwealth is expressly authorised or required to take elsewhere in this agreement or HESA, no variation of this agreement is binding unless it is agreed in writing and signed by the parties.
33. If a court or tribunal says any provision of this agreement has no effect or interprets a provision to reduce an obligation or right, this does not invalidate, or restrict the operation of, any other provision.

Notices

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

Commonwealth to the Provider; or

34.2. if given by the Commonwealth, marked for the attention of the Vice-Chancellor and President or other person as notified in writing by the Provider to the Commonwealth;

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

The address for notices to the Commonwealth is:

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

The address for notices to the Provider is:

Torrens University Australia Ltd
17-51 Foveaux Street
Surry Hills NSW 2010
Email: lbrown@laureate.net.au

35. A notice given under clause 34 is taken to be received:
- 35.1. if hand delivered, on delivery;
 - 35.2. if sent by pre-paid post, 6 business days after the date of posting; or
 - 35.3. if sent by Electronic Communication, at the time that would be the time of receipt under section 14A of the *Electronic Transactions Act 1999*.

Interpretation

36. In this agreement including Attachment A and appendices, unless the contrary intention appears:

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

'CGS' means Commonwealth Grant Scheme;

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

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

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

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

'Equity Plan' refers to documents developed by the Provider detailing how the Provider will spend amounts equivalent to the funds estimated to be unspent from their MBGA allocation for the purposes of supporting equity outcomes for under-represented groups, minus any funding allocated to the provider for 'equity places', 'national priority places', 'innovative places' and 'nuclear powered submarine places';

'electronic Communication' has the same meaning as in subsection 5(1) of the *Electronic Transactions Act 1999*;

'funding clusters' has the same meaning as set out in subclause 1(1) of Schedule 1 of HESA;

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

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

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

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

'number of Commonwealth supported places' has the same meaning as in subclause 1(1) of Schedule 1 of HESA;

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

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

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

- 37.1. words in the singular include the plural and vice versa;
- 37.2. clause headings or words in bold format are inserted for convenience only, and have no effect in limiting or extending the language of provisions;
- 37.3. all references to dollars are to Australian dollars;
- 37.4. unless stated otherwise, a reference to legislation is to legislation of the Commonwealth, as amended from time to time;
- 37.5. an uncertainty or ambiguity in the meaning of a provision of this agreement will not be interpreted against a party just because that party prepared that provision;
- 37.6. where a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning; and
- 37.7. where a word or phrase is not specifically defined in this agreement and the word or phrase occurs in the *Higher Education Support Act 2003*, the word or phrase will have the same meaning as in that Act.

SIGNED for and on behalf of

In the presence of:

THE COMMONWEALTH OF AUSTRALIA

by

Madonna Morton

Clae Hyde

Full name (please print)

Witness (please print)

First Assistant Secretary

Assistant Director, CGS Policy

Position (please print)

Position or profession of witness (please print)

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

Signature

Signature

14 May 2024

Date

SIGNED for and on behalf of

In the presence of:

Torrens University Australia Limited
by

Linda Brown

Jessica Hollins

Full name (please print)

Witness (please print)

President and CEO

Solicitor

Position (please print)

Position or profession of witness (please print)

Signature

Signature

HIGHER EDUCATION FUNDING**Table 1a. MBGA for 2024 and 2025 grant years**

2024	\$1,954,612
2025	TBA

Maximum basic grant amount

1. The Provider's maximum basic grant amount is calculated by applying indexation consistent with the methodology set out in Part 5-6 of HESA.
2. The 2024 maximum basic grant amount includes \$1,954,612 for Equity Places as set out in Table 2a(i) of Appendix 2.

Equity Plan

3. Providers will be required to have an Equity Plan to be eligible for future grants under the 'Higher Education Continuity Guarantee – Equity' program. The Equity Plan is a document (or series of documents) that outlines how providers will spend amounts equivalent to the funds estimated to be unspent from their eligible MBGA allocation in 2024 and 2025, for the purposes of supporting equity outcomes for under-represented groups.
4. For the purposes of any 'Higher Education Continuity Guarantee – Equity' grants, the amounts eligible for the guarantee are the MBGA, minus amounts for Equity Places, National Priority Places, Innovative Places and Nuclear Powered Submarine Student Pathways.
5. Only providers that have an Equity Plan in place with the department at the time the CGS reconciliation is completed for the 2024 and 2025 grant years will be eligible to receive a future Higher Education Continuity Guarantee – Equity program grant that may be made under Part 2-3 of HESA.
6. Providers will be required to adhere to any Departmental requests in relation to the preparation of Equity Plans.
7. Providers will also be required to provide information to the Department in relation to their Equity Plans, which may include:
 - 7.1. itemised information on the activities or initiatives to be funded, including amounts spent per item and the timing of the spending;
 - 7.2. data which may provide an indication of the impact of the proposed spending, particularly in relation to outcomes for disadvantaged or under-represented students;
 - 7.3. any requests for financial information associated with the Provider.

ALLOCATION OF COMMONWEALTH SUPPORTED PLACES FOR 2024 AND 2025

Table 2a: Allocation of Commonwealth supported places to deliver Equity Places commencing in 2024

Non-Grandfathered Load Allocations:

Funding cluster	Funding cluster part and national priority	Number of non-grandfathered undergraduate places for 2024 grant years (EFTSL)	Number of non-grandfathered non-research postgraduate places for 2024 grant years (EFTSL)	Total Allocation (EFTSL)
1	Commerce, Society and Culture	0	0	0
2	Education, Computing	53	0	53
3	Nursing, Engineering	10	0	10
	Total	63	0	63

NOTES:

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

Table 2a(i): Allocated funding for Equity Places for 2024

Priority Area	2023 Places	2024 Places	2024 Funding	2025 Funding
Nursing	12	10	\$352,595	TBA
Computing	73	53	\$1,602,017	TBA
Total	85	63	\$1,954,612	TBA

Note: Quoted places are indicative only of commencing EFTSL implied by the allocated funding amounts.

Table 2a(ii): Approved courses to be delivered with allocated funding for Equity Places in 2024

Course Type	Priority Area	Course Name
Bachelor Degree	Nursing	Bachelor of Nursing
Bachelor Degree	Computing	Bachelor of Information Technology
Diploma	Computing	Diploma of Information Technology
Bachelor Degree	Computing	Bachelor Cybersecurity
Diploma	Computing	Diploma of Cybersecurity

COURSE CLOSURE TEMPLATE

Course		Details				
Enrolment profile						
	2020	2021	2022	2023	2024	
CSP commencing load						
CSP total load						
Reason for closure						
Does the course prepare students for entry to any occupation that is experiencing a Skills Shortage? If so, how will the Provider address this issue?						
Is closing the course likely to create a Skills Shortage in an occupation because the Provider is the sole or dominant provider of the national skill base for that occupation? If so, how will the Provider address this issue?						
Is the course a specialised course directed at the regional economy? What impact is closing the course likely to have on the skills base of that regional economy? How will the Provider address this issue?						
Is the course in an area of priority for example in education, nursing and allied health, information technology and engineering? How will the Provider address this issue?						
Is the course is listed in Table 2a(ii) of Appendix 2 in which students are enrolled in Commonwealth supported places? How will the Provider address this issue?						
Outline the teach out provisions to ensure existing students can complete their chosen course of study						