



Australian Government

Department of Education

This template is intended as a guide only. It is missing some conditions and will be subject to change.

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; DETERMINATION
OF THE AMOUNT OF A GRANT UNDER PARAGRAPH 41-30(b);
AND
DETERMINATION UNDER SUBSECTION 41-25(2) OF THE CONDITIONS ON WHICH A GRANT IS MADE

I, **DELEGATE NAME**, a delegate of the Minister:

- A. Approve under section 41-20 of the *Higher Education Support Act 2003* (the "**Act**") a grant (the "**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 paragraph 41-30(b) of the Act that the amount of the Grant in respect of the Project is the amount specified in item 5 of Part A of the Annexure; and
- C. Determine under subsection 41-25(2) of the Act that the Grant is made on the Conditions of Grant (the "**COG**") contained in Part B ("**Part B**") of the Annexure.

Dated

DD MONTH YYYY

Name

Title

First Nations Participation and Place Based Partnerships
Branch

Higher Education Division
Department of Education



Higher Education Support Act 2003

Name

ABN

ANNEXURE TO

**APPROVAL OF A GRANT TO AN ELIGIBLE BODY CORPORATE UNDER SECTION 41-20
DETERMINATION OF THE AMOUNT OF A GRANT UNDER PARAGRAPH 41-30(b);
AND
DETERMINATION UNDER SUBSECTION 41-25(2) OF THE CONDITIONS ON WHICH A GRANT
IS MADE**

PART A OF ANNEXURE: GRANT DETAILS – NAME

PART B OF ANNEXURE: CONDITIONS OF GRANT

DATE

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PART A OF ANNEXURE

DETAILS OF GRANT

1. The Recipient

1.1. The Recipient is **LEGAL ENTITY NAME**.

2. Project

2.1. The Project is entitled: **PROJECT NAME**

2.2. As part of the Project, the Recipient must:

- (a) establish and operate a Regional University Study Hub (the Hub) in accordance with the *Higher Education Support (Other Grants) Guidelines 2022* and these Conditions of Grant
- (b) support students to remain in the regional or remote area whilst undertaking a tertiary course through provision of facilities and support free of charge to any local student
- (c) undertake activities to promote higher education access and participation generally in the region, such as outreach and aspiration-building activities in schools and the wider community to promote participation in post-compulsory education
- (d) contribute to the meeting of regional workforce needs, such as through participation in planning and workforce development initiatives with regional industry, government and non-government agencies, creating work-integrated learning and work experience opportunities for students
- (e) implement the findings of the formulative evaluation of the RUC program, as directed by the department, or by supporting the work of the Regional University Study Hubs Network (the Network)
- (f) contribute to the sharing of good practice with other Hubs, through participation with the Network
- (g) provide program data / information as specified by the Department
- (h) contribute to the collection of Hub information by completing requests including Regional University Study Hubs program surveys run by the Network
- (i) form partnerships with education and training providers, state and local governments, industry, and/or other regional entities to fund and deliver such functions.

2.3. The Recipient must meet the Milestones for the Project as set out in Schedule 1 to these Conditions of Grant.

2.4. The Project will:

- (a) operate and maintain a Hub at
 - **ADDRESS**
 - (i) Any additional sites at which Commonwealth grant funding may be spent

must first be identified by the Recipient and approved by the Project Delegate in writing.

- (ii) If additional sites are identified and approved at any time throughout the life of the project period, Section 2.4 (a) this Conditions of Grant must be amended to reflect these sites.
- (b) provide information technology infrastructure and facilities at a Hub site as follows:
 - (i) Refurbish facilities as indicated in application documentation and to be detailed in the Hub's Interim Operational Plan, Operational Plan and Capital Works Plan (where applicable).
 - (ii) Install and maintain all furniture including workstations and student desks.
 - (iii) Install and maintain computers, WI-FI and network equipment to ensure suitable, ongoing and free internet access.
- (c) provide access to information technology support for students.

Operating the Regional University Study Hub

2.5. Commencement of operation

- (a) The Recipient must ensure that the Hub is operational by DD MONTH YYYY.
- (b) The Recipient must notify the Project Delegate in writing if the Hub will not commence operations within 30 days of the date specified in 2.5(a) and as included in the interim Operational Plan. The Recipient must provide reasons for the delay and specify what steps have been taken to rectify the delay and when the Hub is expected to commence operations.

2.6. Meaning of "operative":

- (a) For the purposes of clause 6.1, the Hub will be "operative" where:
 - (i) A Certificate of Occupancy has been obtained, where the Recipient has undertaken Capital Works;
 - (ii) The Hub is staffed appropriately as set out in the Operational Plan;
 - (iii) The Hub has registered one or more students to use the Hub; and
 - (iv) The Hub is providing services to one or more Commonwealth-supported students.

2.7. The Recipient must remain operative until DD MONTH YYYY.

2.8. The Recipient must notify the Department if the Hub needs to be closed temporarily for unforeseen circumstances, within a 48-hour period of the closure having occurred.

2.9. At all times during the Project Period the Recipient must:

- (a) safeguard the Hub and any associated equipment against loss, damage, or unauthorised use;
- (b) maintain the Hub in good condition; and
- (c) reinstate the Hub and any associated equipment if it is damaged or destroyed.

2.10. At all times during the Project Period the Recipient must:

- (a) use the Hub, or ensure the Hub is used, for the Project;
- (b) not use the Hub, or permit the Hub to be used, in a way that would impact negatively on the achievement of the Project Objectives (specified at item 3) or have the effect of preventing the Hub being

used for the Project; and
where a real property interest has been purchased or acquired for the establishment and operation of the Hub, not dispose of, or transfer that property interest during the Project Period.

- 2.11. The Recipient must provide safe and equitable access to the Hub and Hub facilities (including internet access, a study space and student support services) without charge to all students.
- 2.12. The Recipient should take all reasonable steps to ensure:
 - (a) the general welfare of all students using the Hub;
 - (b) students using the Hub comply with the academic regulations, rules, policies, and procedures of the Higher Education Providers through which the students using the Hub are enrolled; and
 - (c) students and staff using the Hub comply with all applicable copyright laws and regulations.

3. Project Objectives

- 3.1. The Project Objectives are to:
 - (a) operate the Hub as specified at item 2.
 - (b) provide services that include (but are not limited to): raising awareness through outreach and aspiration building with school students and the community, providing academic support, administrative and wellbeing support, pastoral care, orientation, library services and assisting students to gain local employment where relevant.
 - (c) increase access and participation for local students by providing facilities that include (but are not limited to): study spaces, internet access and WI-FI, computing facilities and videoconferencing facilities.
 - (d) in addition to assisting local students, the Hubs may also provide support to students undertaking placements in regional and remote locations (such as medical students), exam invigilation, local employment information and networking or other events that promote the Hub.
 - (e) encourage links between the Hub and other organisations, including higher education and vocational education and training providers, other Hubs, schools, local government, business, and industry.
 - (f) improve the rates of tertiary education participation, retention and success in the region.
 - (g) fulfil the additional Program Objectives, as specified in Part B.

4. Project Period

- 4.1. The Project Activity Period for this Project is from the date that this determination is made until DD MONTH YYYY.
- 4.2. The Project Period for this Project is from the date that this determination is made until DD MONTH YYYY.
- 4.3. Designated Use Period
 - (a) Any freehold Property Asset purchased using Grant Funds (in whole or

in part) is to be used for the Designated Use for a period of 10 years from the date that this determination is made.

- (b) Any Property Asset held under leasehold or other contractual right to occupy is to be used for the Designated Use for the duration of the Project Period.

5. Grant

- 5.1. The total amount of the Grant is **\$xxx** (GST excl), to support establishment and operations during the Project Activity Period.
- 5.2. The amount of the Grant does not include GST. Should GST be applicable the amount of the grant may be varied to take into account the effect of GST, without having to remake these Conditions of Grant.
- 5.3. Details of the milestones are as set out in Schedule 1 and the manner and time of payment for each part of the Project is as provided for in clause 5 of Part B.

6. Reporting

- 6.1. The Recipient must submit all Milestone Reports specified in Schedule 1 to this Conditions of Grant for approval.

Capital Works Plan (where applicable)

- 6.2. Commonwealth grant funding will be used for capital works to deliver the project. A Capital Works Plan must be submitted for the Project location identified at 2.4(a) of these Conditions of Grant.
- 6.3. The Recipient must not undertake Capital Works, as defined in Part B of this Conditions of Grant, without prior approval of a Capital Works Plan by the Project Delegate.
- 6.4. The Capital Works Plan must appropriately address, to the satisfaction of the Project Delegate, all matters set out in the Capital Work Plan template.
- 6.5. In deciding whether to approve the Capital Works Plan, the Project Delegate will consider:
 - (a) Whether the Capital Works Plan is consistent with the application submitted by the Recipient or subsequently agreed to by the Department prior to signing the Conditions of Grant;
 - (b) Whether planned expenditure is allowable under these Conditions of Grant;
 - (c) Whether the Capital Works Plan budget is consistent with the budget proposed by the Recipient in its application or subsequently agreed to by the department prior to signing the Conditions of Grant;
 - (d) Risk management planning for capital works;
 - (e) Any other matter the Project Delegate considers relevant.

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

Interim Operational Plan (where applicable)

- 6.7. The Recipient must provide an Interim Operational Plan to the Project Delegate per the date specified in Schedule 1 of this Conditions of Grant.
- 6.8. A template for the Interim Operational Plan will be provided by the Department and the plan must be submitted in this format.
- 6.9. The Interim Operational Plan will address the following matters:
- (a) Anticipated date the Hub will commence operations;
 - (b) Location of the Hub and any leasing arrangements;
 - (c) Refurbishment and capital works to be undertaken;
 - (d) University, industry and community consultations and partnerships;
 - (e) Staff recruitment activities;
 - (f) Marketing and promotion activities in advance of the Hub commencing operation
 - (g) Any further activities which have varied since the application to this program was submitted to the Department.

Operational Plan

- 6.10. The Recipient must provide an Operational Plan to the Project Delegate for approval as per the date specified in Schedule 1 of this Conditions of Grant.
- 6.11. A template for the Operational Plan will be provided by the Department, and the Plan must be submitted in this format.
- 6.12. The Operational Plan should address the following matters and include the Hub's goals/targets (related to these matters and linked to KPIs at clause 6.27):
- (a) the location of the Hub;
 - (b) student and staff hours of access to the Hub building;
 - (c) facilities, including furnishings, equipment and information technology equipment;
 - (d) staff, including number, employment type, role and qualifications;
 - (e) student support services and any academic support services that will be provided by the Hub;
 - (f) projection of student numbers across the project period;
 - (g) courses that will be supported by the Hub;
 - (h) risk management plan for the operation of the Hub (including insurance policies in place);
 - (i) university, other education provider, community and business partnerships; both formal and informal;
 - (j) schedule of project activities and Key Performance Indicators across the grant period;
 - (k) any projected communications or marketing activities;
 - (l) other matters determined by the Project Delegate and included in the

Operational Plan template.

- 6.13. If the Operational Plan is not approved by the Project Delegate, the Recipient must address outstanding issues and resubmit the Operational Plan within a specified timeframe. In approving the Operational Plan, the Project Delegate will consider if the information and responses provided are of a suitable quality and detail to allow a clear understanding of the operation of the Hub throughout the project period, including:
- (a) whether information relating to access, staffing, student numbers (including anticipated numbers), support services, courses that will be supported, facilities and partner institutions is satisfactory;
 - (b) whether the Operational Plan is consistent with the budget proposed in these Conditions of Grant;
 - (c) whether the project milestones and KPIs and goals/targets are realistic and measurable;
 - (d) whether risk management planning is comprehensive and suitable insurance is in place; and
 - (e) any other matter the Project Delegate considers relevant.
- 6.14. Where the scheduled submission date cannot be achieved, the Recipient may request an extension (in writing) in accordance with clause 9.1 of Part B.
- 6.15. If the Department or Project Delegate requests amendments to the Operational Plan to comply with the standard outlined in these Conditions of Grant, the Recipient must make reasonable adjustments as requested by the delegate within the period specified.
- 6.16. If the Project Delegate does not approve the Recipient's Operational Plan, or if the Recipient does not comply with an approved Operational Plan, the Minister may reduce the amount of the grant, and/or require repayment of grant funds already provided in accordance with part 2-5 of the Act.

Partnerships Plan (where applicable)

- 6.17. Commonwealth (Partnerships) grant funding will be used to support partnerships and deliver activities, as specified in a Partnerships Plan.
- 6.18. A Partnerships Plan and Budget must be submitted to the Project Delegate for approval.
- 6.19. Templates for the Partnerships Plan and Partnerships Budget will be provided by the Department, and the documents must be submitted in this format.
- 6.20. In deciding whether to approve the Partnerships Plan and Budget, the Project Delegate will consider:
- (a) whether the Partnerships Plan appropriately addresses all matters set out in the Partnerships Plan template;
 - (b) whether planned expenditure is proportionate to the Hub's annual operating costs, and the proposed activities to be funded;
 - (c) the maturity of the Hub, including existing partnership arrangements;
 - (d) any other matter the Project Delegate considers relevant.

- 6.21. If the Recipient does not comply with an approved Partnerships Plan, the Minister may reduce the amount of the grant, and/or require repayment of grant funds already provided in accordance with part 2-5 of the Act.

Progress Reporting and Financial Reporting

- 6.22. A template for the Progress Report and Financial Report will be provided by the Department and the Reports must be submitted in this format.

- 6.23. The Progress Report and the Financial Report will address a range of matters, including (but not limited to) the following:

- (a) summary of the progress of the project for the relevant calendar year;
- (b) progress towards KPIs, goals and targets including any major implications impacting on the project over that period;
- (c) any communications or marketing activities which occurred over that period;
- (d) outreach activities that occurred with schools and communities, to increase awareness of the Hub, if applicable;
- (e) a summary of student numbers (including increases/decreases) and course completions;
- (f) a summary of partnerships and outcomes from these;
- (g) staffing, including staff roles and qualifications, any loss of staff over the period and recruitment activities, if relevant;
- (h) risk management issues (including any challenges over the calendar year and how these were mitigated), or any potential risks for the coming year;
- (i) lead roles or participation in any research/evaluation/innovative activities, including whether this was due to any other Commonwealth or state/ territory funding/grants;
- (j) engagement undertaken with the Network, to support sharing of best practice with other Hubs;
- (k) updates to operations (if required);
- (l) income and expenditure of Commonwealth grant funds;
- (m) separately, income and expenditure from other sources (including in-kind support and partnerships); as well as impacts on surplus, underspends or overspends;
- (n) an overview of anticipated activities for the next calendar year;
- (o) any activities being undertaken to support the sustainability of the Hub's operations beyond the project period;
- (p) other matters as may be determined by the Project Delegate from time to time.

- 6.24. In considering whether to approve the Progress Report and the Financial Report, the Project Delegate will consider:

- (a) whether the Progress Report provides suitable detail to explain the activities of the Hub;
- (b) whether the Progress Report indicates the Hub is/has been established and is operating in a manner consistent with the Recipient's application and other Hubs;
- (c) whether Commonwealth grant funding has been placed in a high interest earning account and shows interest earned (detailed at Part B,

- clause 6.1 of these Conditions of Grant);
 - (d) whether Commonwealth grant funding income and expenditure is accurate;
 - (e) any other matter the Project Delegate considers relevant.
- 6.25. The Progress Report must appropriately address, to the satisfaction of the Project Delegate, all matters set out in the Progress Report template and the Financial Report document.
- 6.26. If the Progress Report (including the Financial Report) is not approved by the Project Delegate, the Recipient must address outstanding issues and resubmit it within a specified timeframe.
- 6.27. If the Project Delegate does not approve the Recipient's Progress Report (including the Financial Report), the Minister may reduce the amount of the grant, and/or require repayment of grant funds already provided in accordance with part 2-5 of the Act.

Student data

- 6.28. The Recipient is required to submit student data, as directed by the Department.
- 6.29. The format of delivery and type of information collected may be subject to change over the project period.
- 6.30. At a minimum, the Recipient must collect student's Unique Student Identifiers (USIs); and other information required for student registration whilst maintaining student privacy.

Partnerships progress reporting (where applicable)

- 6.31. A template for the Partnerships progress reporting will be provided by the Department and the reporting must be submitted in this format.
- 6.32. The Partnerships progress reporting will address the following:
- (q) summary of the progress of the Partnerships activities, as specified in the Plan;
 - (r) income and expenditure of Commonwealth (Partnerships) grant funds, against the Partnerships Budget;
 - (s) separately, income and expenditure from other sources (including in-kind support); as well as impacts on surplus, underspends or overspends in that budget;
 - (t) other matters as may be determined by the Project Delegate from time to time.
- 6.33. In considering whether to approve the Partnerships progress reporting, the Project Delegate will consider:
- (f) whether the progress reporting provides suitable detail to explain the Partnerships activities;
 - (g) whether the progress reporting indicates the Hub is operating in a manner consistent with the Recipient's Partnerships Plan;
 - (h) whether Commonwealth (Partnerships) grant funding income and expenditure is accurate;

- (i) any other matter the Project Delegate considers relevant.
- 6.34. The progress reporting must appropriately address, to the satisfaction of the Project Delegate, all matters set out in the progress reporting template.
- 6.35. If the progress reporting is not approved by the Project Delegate, the Recipient must address outstanding issues and resubmit it within a specified timeframe.
- 6.36. If the Project Delegate does not approve the Recipient's Progress reporting, the Minister may reduce the amount of the grant, and/or require repayment of grant funds already provided in accordance with part 2-5 of the Act.

Key Performance Indicators

- 6.37. The Recipient must meet or show sufficient evidence of progress towards meeting each of the KPIs at 6.38, as appropriate to the Hub. Progress towards these KPIs should be reported in the Progress Report.
- 6.38. The Grantee must meet, or show sufficient evidence of progress towards meeting, the following key performance indicators for this Project:
- (a) provides study facilities and student support services free of charge to eligible students
 - (b) delivers increased participation, retention and completion of study by students in their region
 - (c) develops and maintains a variety of partnerships (such as partnerships with universities, industry/ local community, local council/s, state and territory governments and other tertiary education providers and/ or schools), to support sustainability of the Hub and improve student outcomes and meet the needs of the students and their communities
 - (d) shares information and promotes success with the community (including schools and other education providers) to build local awareness of the Hub, aspirations, and support partnership opportunities.
 - (e) engages in research/ information sharing, including with local business and/or industry, to upskill locals to fill gaps in response to future workforce needs in the region, and to build their local communities through innovation
 - (f) shares best practice and collaborates with other Hubs and the Network
 - (g) regularly reviews policies, procedures and practices that ensure all staff can provide a culturally appropriate and safe service
 - (h) maintain appropriate governance for the Hub and ensures that the structure and governance support the mission and values of the Hub
 - (i) adopts innovative approaches to improving aspirations and outcomes for students, including through service delivery, partnerships and engagement.

Informal channels of progress reporting

- 6.39. In addition to Progress Reports, the Recipient must provide upon request, Progress Updates to the Department by phone or email if there are significant events, activities or incidents which impact on staff or students; or significant impacts to deliverables which have been previously approved by the Project Delegate through formal reporting.

Final Report and Acquittal Report

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

- FCPA) or the Institute of Public Accountants (formerly the National Institute of Accountants) (who is entitled to use the letters MNIA, FNIA, PNA or FPNA); and
- ii. not a principal, member, shareholder, officer or employee of the Recipient (the Recipient's holding company or a subsidiary of the Recipient or the Recipient's holding company).

Program Evaluation and Post Project Reporting

- 6.45. At any time during or up to 36 months after the end of the Project Period, the Commonwealth may request additional information from the Recipient for the purposes of any review or evaluation that the Commonwealth may undertake of the Program or of the Project. 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:

Assistant Secretary
First Nations Participation and Place-
Based Partnerships Branch
Higher Education Division
Department of Education
Location Code: C50MA7
Email: regional@education.gov.au

PART B OF ANNEXURE

CONDITIONS OF GRANT

1. MEANING OF WORDS

In this Part B of the Annexure:

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| "Act" | the <i>Higher Education Support Act 2003</i> |
| "Activities" | the details for the Project specified in item 2 of Part A of these Conditions of Grant |
| "Approvals" | includes any consent, authorisation, registration, filing, agreement, notification, certificate, permission, licence, approval, permit, authority or exemption issued by, from or with any Authority |
| "Asset" | personal, real or incorporeal property which has a value over \$20,000 created or purchased wholly or partly from the Grant, but not including Intellectual Property Rights or the Report and includes the Property Assets |
| "Auditor-General" | the office established under the Auditor-General Act 1997 and includes any other entity that may, from time to time, perform the functions of that office |
| "Authority" | includes any ministry, department, government, governmental or semi-governmental authority, agency, instrumentality, council, corporation or other statutory body which has jurisdiction or authority over or in connection with these Conditions, the Works, the Project or each Property Asset |
| "Available Material" | the Report and any Third-party Material |
| "Budget" | the Budget set out in Table 1 of Schedule 2 to Part A |
| "Clause" | when followed by any number "X", means clause X of Part B |
| "Conditions" | 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 |
| "Department" | the Commonwealth Department of Education |
| "Designated Use" | means the use of the Property Asset for the purposes specified at item 4 of Part A |
| "Designated Use Period" | means the period, if any, specified at item 4 of Part A |
| "Existing Material" | means all Material owned by You 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 Part A |
| "Grant Funds" | the funds making up the Grant Amount |

Conditions of Grant

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| "Grant Funding" | has the same meaning as Grant Funds |
| "Insolvency Event" | means: <ul style="list-style-type: none"> (a) the person, being an individual, commits an act of bankruptcy; (b) the person becomes or is likely to become insolvent; (c) the person assigns any of its property for the benefit of creditors or any class of them (d) a receiver, receiver and manager, administrator, controller, provisional liquidator or liquidator is appointed to the person or the person enters into a scheme of arrangement with its creditors or is wound up; or (e) the person suffers any execution against its assets which has or will have an adverse effect on its ability to perform the obligations under these Conditions |
| "Intellectual Property Rights" | also "IPRs" - includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patent rights), plant varieties, registered and unregistered trademarks (including service marks), registered designs, circuit layouts and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields |
| "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 by any including all copies and extracts of the same |
| "Milestones" | the milestones set out in Schedule 1 |
| "Minister" | the Commonwealth Minister for Education or delegated Minister |
| "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 Regional University Study Hubs Program |
| "Program Objectives" | the objectives of the Program as specified in the <i>Higher Education Support (Other Grants) Guidelines 2022</i> |
| "Project" | the project undertaken by the Recipient as specified in item 2 of Part A |
| "Project Objectives" | the objectives of the Project as specified in item 3 of Part A |
| "Project Delegate" | the Assistant Secretary, Higher Education Access and Equity, Higher Education Division in the Department, or any other Assistant Secretary within the Department who may from time to time have Departmental responsibility for the Project. |
| "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; |

| | |
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| | (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 |
| "Property Asset" | an interest in real property, including freehold, leasehold and contractual rights to occupy, and is a class of Asset for the purposes of this Grant |
| "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 2 of Part A 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) |
| "Works" | means: (a) the use of Grant Funds to undertake capital works or building works, including design, construction, modification, expansion, refurbishment or fit-out (as the case may be); or (b) activities specified under paragraph (a) that occur at a Property Asset in connection with the Project |

2. PREAMBLE

- 2.1. Under Division 41 of the Act, the Commonwealth may make grants to certain higher education providers or bodies corporate specified in the *Higher Education Support (Other Grants) Guidelines 2022* to support open access to higher education across Australia, being the purpose specified in item II (C) of the table in subsection 41-10(1) of the Act.
- 2.2. Under paragraph 41-25(1)(c) of the Act, a grant made under part 2-3 of the Act may be made on such conditions that the Minister determines in writing under subsection 41-25(2).
- 2.3. The Minister's delegate has approved the Grant in respect of a Project. The Recipient agrees to accept the Grant on the terms and conditions set out in these Conditions of Grant.
- 2.4. The Grant is for the purpose of delivering activities that support open access to higher education across Australia. In particular, the Regional University Study Hubs program provides grants to community-based bodies corporate in regional areas.
- 2.5. The Program is governed by the *Higher Education Support (Other Grants) Guidelines 2022*.

CONDITIONS OF GRANT

3. THE GRANT

- 3.1. The Grant is for:
- (a) the Activities and must only be spent on the Activities; and
 - (b) the amount in respect of the Project as set out in item 5.1 of Part A.

4. THE PROJECT

- 4.1. The Recipient must carry out the Activities:
- (a) in accordance with the Project Objectives and these Conditions;
 - (b) at the times and in the manner specified in item 2 of Part A and Schedule 1;
 - (c) in accordance with the approved Operational Plan and the Budget included in these Conditions of Grant;
 - (d) within the Project Activity 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 manner and time of payments for the Project will be in accordance with Schedule 2.
- 5.2. Without limiting the Commonwealth's rights, the Project Delegate may withhold or suspend any payment in whole, or in part, at any time, if, in his or her reasonable opinion:
- (a) the Recipient has not performed the obligations under these Conditions, including if the Recipient fails to complete a Milestone within the time and manner set out in Schedule 1; or
 - (b) the Recipient has money that has not been acquitted or is outstanding under this or any other arrangement (whether statutory or contractual) with the Department.
- 5.3. The Department may, at any time, require the Recipient to provide an audited report which complies with the requirements in item 2 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 Regional Policy Team a written request for the approval in accordance with clause 9.1 including detailed reasons for the request.

6. MANAGEMENT OF GRANT FUNDING

- 6.1. The Recipient must:
- (a) manage the Grant Funds in accordance with item 2 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; and
 - (d) acquit all of the Grant Funds provided under these Conditions at the times and in the manner specified in item 2 of Part A.
- 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**;
 - (c) the audit of those financial Records in accordance with **Australian Auditing Standards**; and
 - (d) the acquittal of all Grant Funding provided under these Conditions in the manner specified in item 2 of Part A.
- 6.3. Unless otherwise specified in the *Higher Education Support (Other Grants) Guidelines 2022* or by the Department in item 2 of Part A, the Recipient must not use the Grant:
- (a) on expert advice that has already been provided or is available through government businesses or a government project;
 - (b) for general marketing in relation to the Recipient or any other higher education provider other than marketing the Hub and the education opportunities available through the Hub;
 - (c) for travel, unless such travel is approved by the Department;
 - (d) to provide gifts or bonuses for the Recipient's officers, employees, subcontractors or agents;
 - (e) as security to obtain, or comply with, any form of loan, credit, payment or other interest;
 - (f) for the preparation of, or in the course of, any litigation; and
 - (g) for any purchase or other activity for which the Recipient is being provided with other Commonwealth, state or territory funding.
- 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 this amount must be repaid to the Department within 20 business days of a written notice from the Department, or dealt with as directed in writing by the Department.
- 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 any other arrangement between the Recipient and the Department or between the Recipient and the Commonwealth generally.
- 7.3. If, whether during or at the completion of the Project Period some or all of the Grant Funding has not been:
- (a) spent in accordance with these Conditions or the Other Grants Guidelines; or
 - (b) acquitted to the Department's satisfaction, then this amount may be required to be repaid to the Department in accordance with the Act.
- 7.4. If by the completion of the Project Activity Period the Recipient has not spent or committed the entirety of the Grant Amount, the Department may require the Recipient to return the remainder of the Grant Amount to the Department within 30 business days of receipt of the Final Report.
- 7.5. Any amount owed to the Commonwealth under these Conditions, is recoverable by the Department as a debt due to the Commonwealth by the Recipient without further proof of the debt by the Department.

8. REPORTING AND EVALUATION

- 8.1. The Recipient must provide the Department with Progress Reports and a Final Report in accordance with item 6 of Part A and this clause 8. The Reports must be:
- (a) provided at the times specified in schedule 1 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 6.12 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 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. The recipient must also contribute to addressing the outcomes of any evaluation as deemed appropriate by the Department.
- 8.3. The Recipient must, if requested by the Department, participate in any survey/questionnaire undertaken by the Department or the Network.
- 8.4. The Department will monitor the recipient's funding usage against the allocated budget (as outlined in Schedule 2) and undertake a review of funding 12-18 months from the commencement of these Conditions of Grant to ensure that the budget remains appropriate for the Hub. The recipient must provide the Department with up-to-date information regarding expenditure against the project's allocated budget in a format approved by the Delegate, if requested by the Department. This information must be provided in the timeframe determined by the Delegate.

9. ADDRESS FOR REPORTS AND NOTICES

- 9.1. The Report, any notice, and any request referred to in clause 5.6 provided by the Recipient to the Department must be submitted electronically in the format required by the Department to regional@education.gov.au.

10. DISSEMINATION

- 10.1. The Commonwealth may publicise the award of the Grant to the Recipient and information about any aspect of the Conditions at any time, in such manner and to such parties as it sees fit.

11. LIAISON AND MONITORING

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

12. DISCLOSURE OF INFORMATION

- 12.1. The Department gives no undertaking to keep confidential these Conditions or any information in a Report unless otherwise notified by the Department to the Recipient in writing.

13. ASSETS

General provisions

- 13.1. The Recipient must not use Grant Funds for the purchase of or leasing or licensing of Assets unless the Asset is identified in the Project Budget in Schedule 2.
- 13.2. The Recipient must not use Assets for any purpose other than the performance of the Project unless it has obtained the prior written approval of the Department.
- 13.3. The Recipient must:
- (a) not encumber or dispose of any Asset, or deal with any Asset other than in accordance with these Conditions of Grant, without having obtained the prior written approval of the Department;
 - (b) safeguard all Assets against theft, loss, damage or unauthorised use;
 - (c) maintain all Assets in good working order;
 - (d) be fully responsible for, and bear all risks arising in relation to, the use or disposal of any Asset;
 - (e) maintain appropriate insurances for all Assets to their full replacement value, and provide satisfactory evidence of this on request from the Department;

- (f) maintain a register of all Assets, recording the date of purchase or lease, the purchase or lease price, Asset description, Asset location, the proportion of the Grant used to create or acquire the Asset, details of disposals of the Asset, including the sale price; and
- (g) as and when requested, provide copies of the register of Assets to the Department.

- 13.4. Without limiting the prohibition on the Recipient from selling or disposing of a Property Asset under Clause 13.8(d), if the Recipient sells or disposes of an Asset during the Project Period:
- (a) the Project Delegate may require the Recipient to pay the Commonwealth a proportion of the market value of the Asset that is equivalent to the proportion of the purchase price of the Asset that was funded from the Grant; and
 - (b) the Recipient must comply with any such request within 21 Business Days of the request being made.
 - (c) if the Recipient does not pay the amount as required by clause 13.4(a) within the timeframe required by that clause:
 - (i) the Recipient must pay that amount and must also pay interest on the relevant amount from the date it was due, for the period it remains unpaid; and
 - (ii) the relevant amount, and interest owed, will be recoverable by the Commonwealth as a debt due by the Recipient.
 - (d) the Department's rights under this clause are in addition to, and do not limit in any way, the Department's right to seek recovery of Grant Funds where the Recipient sells, disposes of or ceases to use an Asset for the Project during the Project Period.
- 13.5. If, during the Project Period, any Assets are lost, damaged or destroyed, the Recipient must reinstate the Assets including from the proceeds of the insurance and this clause continues to apply to the reinstated Assets. This obligation also applies to owned (but not leased/licensed) Property Assets that are lost, damaged or destroyed during the Designated Use Period except where the Department agrees otherwise in writing.
- 13.6. On completion of the Project Period, Assets must be used for the benefit of local students in the region or such other purpose as the Minister may approve at the request of the Recipient.

Property Assets (Generally)

- 13.7. For any Property Asset, the Recipient must within three month(s) of the commencement of the Project Period:
- (a) own the freehold; or
 - (b) secure a binding entitlement or arrangement to lease, licence or otherwise occupy the Property Asset,
- and the Recipient must substantiate to the reasonable satisfaction of the Department that it has sufficient tenure over the Property Asset to enable the Recipient to comply with its obligations in connection with these Conditions of Grant (including for the use of such Property Asset for the Project Period).
- 13.8. The Recipient undertakes for the Project Period:
- (a) to use the Property Asset or to ensure the Property Asset is used for the Project;
 - (b) to ensure that the Property Asset is not left unused or unoccupied for a period in excess of four weeks in any one calendar year without first

- obtaining the Department's written consent;
- (c) not to use the Property Asset, or permit the Property Asset to be used for a purpose other than for the Project without first obtaining the Department's written consent; and
- (d) not to dispose, transfer or otherwise deal with its interest in the Property Asset without the prior written consent of the Department where such consent may be:
 - (i) withheld in the Commonwealth's absolute discretion; or
 - (ii) made subject to conditions such as requiring the new owner/new lessee to enter into a deed of covenant in which it agrees to use the Property Asset (and any Works) for the Project for the remaining duration of the Project Period.

- 13.9. Without limiting or affecting the Recipient's obligations or the Commonwealth's rights under these Conditions or otherwise at law or in equity, the Recipient irrevocably:
- (a) agrees that the Commonwealth has the right to register and maintain a caveat or charge against the title of the Property Asset preventing dealings with the Property Asset that the Commonwealth considers are or would be inconsistent with these Conditions, until such time as the conditions imposed under this Grant have been fully satisfied or discharged;
 - (b) charges in favour of the Commonwealth, all of the Recipient's rights, title and interest in and to the Property Asset (and to any Works) to secure the Recipient's obligations under these Conditions, including to pay any debt; and
 - (c) agrees to sign such documents and procure all consents, as required by the Department, to allow lodgement of any caveat or charge against title of the Property Asset in the form required by the Department and such further documents from time to time to prevent lapsing, or withdrawal, of any caveat, charge or security.

Leased/Licensed Property Assets

- 13.10. Where the Recipient leases or licences or otherwise occupies a Property Asset, the Recipient must ensure that the agreement with the owner of the Property Asset satisfies the following minimum requirements:
- (a) the term of the lease / licence is for the duration of the Project Period, unless otherwise specified to the Department in writing, at least 30 days in advance of an anticipated location change;
 - (b) the Designated Use and Activities under the Project are permitted under the lease/licence;
 - (c) that the owner of the Property Asset consents:
 - (i) to the charge over the lease/licence in favour of the Commonwealth contained in clause 13.12; and
 - (ii) to any future assignment or subletting of the lease/licence to the Commonwealth or its nominee under clause 25.2(d).
- 13.11. The Recipient must not do anything during the Project Period that would give the owner of the Property Asset the right to terminate the Recipient's lease/licence or tenure over the Property Asset or the Recipient's right to use the Property Asset for the purpose of the Project including the Activities.
- 13.12. Where the Recipient leases or licences or otherwise occupies a Property Asset and the Recipient's right to use and occupy the Property Asset ends or is terminated or the Property Conditions of Grant

Asset is materially damaged or destroyed during the Project Period, the Recipient must:

- (a) notify the Department in writing within 5 business days of becoming aware of the relevant event;
- (b) use its best endeavours to identify alternative premises and notify the Department in writing when suitable alternative premises are identified; and
- (c) transition to the new premises as soon as reasonably possible, mitigating any interruption to delivery of the Project and the Designated Use.

14. WORKS

14.1. The Recipient must not use Grant Funds for the purposes of Works except where such Works are identified in the Project Budget in Schedule 2. Where Grant Funds are used, the Recipient must ensure that the Works are carried out:

- (a) in accordance with the Project Plan and Project Budget; and
- (b) to meet the timeframes specified against applicable Milestones.

14.2. The Recipient is fully responsible for all risks in respect of, and the Commonwealth does not accept any risk for, the performance of the Works including all risks or, and associated with, the design, construction and commissioning of the Works and the risk of the actual cost of the design, construction and commissioning of the Works being greater than anticipated.

14.3. The Recipient must ensure that all Works are carried out:

- (a) in accordance with all Approvals for the Works;
- (b) in accordance with requirements, standards and all laws applicable to the Works;
- (c) using suitably qualified and licensed tradespersons as applicable; and
- (d) so as to ensure that the Works will be fit for purposes of the Project.

15. INSURANCE

15.1. The Recipient must, for as long as any obligations remain in connection with the Grant, ensure that it has appropriate insurance, including:

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

15.2. The Recipient must, on request by the Department, provide certificates verifying the currency of the insurances specified in clause 15.1.

16. INDEMNITY

- 16.1. 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.
- 16.2. 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.
- 16.3. 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.
- 16.4. In this clause 16, "**fault**" means any negligent or unlawful act or omission or wilful misconduct.

17. ACCESS TO PREMISES AND RECORDS

- 17.1. 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 First Assistant Secretary, Higher Education Division in the Department;
 - (d) a member of the Internal Audit Branch in the Department, 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.

- 17.2. The rights referred to in clause 17.1 are subject to:
- (a) the provision of reasonable prior notice to the Recipient; and
 - (b) the Recipient's reasonable security procedures.
- 17.3. If a matter is being investigated which, in the opinion of a member of the Internal Audit Branch in the Department or any person authorised in writing by the Secretary, may involve an actual or apprehended breach of the law, clause 17.2 will not apply.
- 17.4. The requirement for access specified in clause 17.1 does not in any way reduce the Recipient's responsibility to perform its obligations under these Conditions.

18. INTELLECTUAL PROPERTY RIGHTS IN THE REPORTS AND THE PROJECT MATERIAL

- 18.1. 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.
- 18.2. The Recipient grants to the Commonwealth a permanent, irrevocable, free, world-wide, non-exclusive licence (including a right of sub-licence) to use; reproduce, adapt and exploit the Intellectual Property Rights in the Project Material for any purpose.
- 18.3. To the extent that the Commonwealth needs to use any of the Existing Material or Third Party Material provided by the Recipient in connection with the Project, the Recipient grants to, or must obtain for the Commonwealth, a permanent, irrevocable, world-wide, royalty free, non-exclusive licence (including the right to sub-licence) to use, reproduce, adapt, modify and communicate that Material.
- 18.4. 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 this clause.
- 18.5. The Recipient:
- (a) warrants that it is entitled, or will be entitled at the relevant time, to deal with the Intellectual Property Rights in the Project Material (including Third-party IPRs) in accordance with this clause 18;
 - (b) agrees to obtain from each author of the Available Material a written consent to the performance of the Specified Acts (whether occurring before or after the consent is given) by the Commonwealth or any person licensed by the

- (c) Commonwealth to use, reproduce, adapt and exploit the Available Material; and agrees to provide to the Commonwealth, on request, the executed original of each consent.

18.6. 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:

- (a) using, reproducing, adapting or exploiting all or any part of the Available Material, with or without attribution of authorship;
- (b) supplementing the Available Material with any other Material;
- (c) using the Available Material in a different context to that originally envisaged; but not including false attribution of authorship.

19. RECORDS

19.1. 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).

19.2. 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.

20. PROTECTION OF PERSONAL INFORMATION

20.1. The Recipient agrees:

- (a) to 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) to deal with Personal Information received, collected, created or held by the Recipient for the purposes of these Conditions of Grant only to fulfil the Recipient's obligations under these Conditions of Grant; and
- (c) ensure that any contractor engaged by the Recipient to perform any of its obligations under these Conditions of Grant is contractually bound to comply with the Australian Privacy Principles.

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

- (a) is authorised by this clause 20 for the purposes of sub-sections 6A(2) and 68(2) of the *Privacy Act* even if the act or practice is inconsistent with an Australian Privacy Principle or a registered APP code (as defined in the *Privacy Act*) that applies to the Recipient or the subcontractor; but
- (b) is subject to the other obligations in these Conditions including this clause 20.

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

21. ACKNOWLEDGMENTS, PUBLICATIONS AND PUBLICITY

21.1. The Recipient must acknowledge the contribution made by the Commonwealth to the Project in all related promotional

material. In particular, the Recipient should ensure that:

- (a) the acknowledgment is prominently recorded and commensurate with that given to state or local government, corporate or other sponsors;
- (b) any formal statement issued in relation to any aspect of the Project, including speeches, media releases, brochures, should make reference to the Commonwealth contribution;
- (c) any signs and plaques erected in association with the Project must acknowledge the Commonwealth's assistance;
- (d) where an official opening or launch is proposed for the Project the Minister is to be invited to attend or to send a representative: and
- (e) the Department is informed of any planned media and/or promotional activities in Progress Reports or through direct communication by the Recipient in writing.

- 21.2. In acknowledging the Commonwealth in branding, marketing and promotional activities the following wording should be used by Hubs (unless otherwise advised by the department):
- (a) *Supported by the Australian Government through the Regional University Study Hubs Program.*

22. DELAY

- 22.1. The Recipient must take all reasonable steps to minimise delay in completion of the Project.

- 22.2. If the Recipient becomes aware that:

- (a) the Recipient will be delayed in progressing the Project in accordance with these Conditions;
- (b) the Project will not be completed by the date specified in item 4 of Part A;

the Recipient must immediately notify the Department in writing of the cause and nature of the delay. The Recipient is to detail in the notice the steps the Recipient will take to contain the delay.

- 22.3. 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.

- 22.4. Unless the Department takes action under clause 22.3, the Recipient is required to comply with the timeframe for progressing and completing the Project as set out in these Conditions.

23. CONFLICT OF INTEREST

- 23.1. The Recipient warrants to the best of its knowledge after making reasonable inquiries that no Conflict exists or is likely to arise in the

performance of its obligations under these Conditions.

- 23.2. If during the Project Period a Conflict arises, or is likely to arise, the Recipient must:
- (a) immediately notify the Commonwealth in writing of that Conflict and of the steps the Recipient proposes to take to resolve or otherwise deal with the Conflict;
 - (b) make full disclosure to the Commonwealth of all relevant information relating to the Conflict; and
 - (c) take steps as the Commonwealth may, if it chooses to, reasonably require to resolve or deal with the Conflict as required.
- 23.3. For the avoidance of doubt, the Recipient's obligations under this clause 23 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.

24. COMPLIANCE WITH LAWS AND POLICIES

- 24.1. 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.
- 24.2. The Recipient acknowledges that:
- (a) it may have obligations under the *Workplace Gender Equality Act 2012* and must comply with those obligations;
 - (b) when dealing with its employees, it must comply with the *Fair Work Act 2009* and related legislation, and obligations under relevant occupational health and safety laws;
 - (c) Chapter 7 of the *Criminal Code Act 1995* provides for offences which attract substantial penalties, including theft of Commonwealth property and other property offences, obtaining property or financial advantage by
 - (d) deception, offences involving fraudulent conduct, bribery, forgery and falsification of documents;
 - (e) giving false or misleading information is a serious offence under the *Criminal Code Act 1995*;
 - (f) the publication or communication of any fact or document by a person which has come to their knowledge or into their possession or custody by virtue of compliance with these Conditions of Grant (other than a person to whom the Recipient is authorised to publish or disclose that fact or document) may be an offence under section 70 of the *Crimes Act 1914*, punishment for which may be a maximum of two years imprisonment;

- (g) 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;
- (h) it is aware of the provisions of section 79 of the *Crimes Act 1914* relating to official secrets;
- (i) 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;
- (j) 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;
- (k) it is aware of relevant state and territory laws for working with children or vulnerable adults and may have obligations which it must comply with.

25. CHILD SAFETY

25.1. The Recipient must:

- (a) comply with all Relevant Legislation relating to the employment or engagement of Child-Related Personnel in relation to the Project, including all necessary Working With Children Checks however described;
- (b) ensure that Working With Children Checks obtained in accordance with this clause remain current and that all Child-Related Personnel continue to comply with all Relevant Legislation for the duration of their involvement in the Project; and
- (c) ensure that any subcontract entered into by the Grantee for the purposes of this Agreement imposes the same obligations in clauses 20.4 (a) and (b) on the subcontractor and also requires the subcontractor to include those obligations in any secondary subcontracts.

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

- (a) implement the National Principles for Child Safe Organisations;
- (b) ensure that all Child-Related Personnel implement the National Principles for Child Safe Organisations;
- (c) complete and update, at least annually, a risk assessment to identify the level of responsibility for Children and the level of risk of harm or abuse to Children;
- (d) put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required by this clause;
- (e) provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:
 - (i) the National Principles for Child Safe Organisations;
 - (ii) the Grantee's risk management strategy required by this clause;
 - (iii) Relevant Legislation relating to requirements for working

- with Children, including Working With Children Checks;
 - (iv) Relevant Legislation relating to mandatory reporting of suspected child abuse or neglect, however described;
 - (f) provide the Commonwealth with an annual statement of compliance with clauses 21.1 and 21.2, in the format specified by the Department; and
 - (g) ensure that any subcontract entered into by the Grantee for the purposes of this CoG imposes the same obligations in clauses 21.2(a) to (e) on the subcontractor and also requires the subcontractor to include those obligations in any secondary subcontracts.
- 25.3. With reasonable notice to the Grantee, the Commonwealth may conduct a review of the Grantee's compliance with this clause.
- 25.4. The Grantee agrees to:
- (a) notify the Commonwealth of any failure to comply with this clause;
 - (b) co-operate with the Commonwealth in any review conducted by the Commonwealth of the Grantee's implementation of the National Principles for Child Safe Organisations or compliance with this clause; and
 - (c) promptly, and at the Grantee's cost, take such action as is necessary to rectify, to the Commonwealth's satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this clause.

26. STEP IN

- 26.1. Without prejudice to any other right or remedy that the Commonwealth may have under these Conditions, at law or in equity, if the Department considers in its absolute discretion, that the Recipient has breached or is in breach of any obligation under these Conditions, including where the Recipient is subject to an Insolvency Event, the Department may make any other arrangements considered necessary or desirable by it to complete all or part of the Project to ensure completion of the Project Objectives and obligations under these Conditions.
- 26.2. The Recipient must do everything necessary or desirable to give effect to the Commonwealth's rights under clause 25.1 as directed by the Department, including:
- (a) novating or assigning to the Commonwealth or its nominee any contracts with subcontractors or other third parties relating to the Project, including the Works;
 - (b) authorising the Commonwealth to deal with all Grant Funds held by the Recipient, including authorising the Commonwealth or its nominee to act as a signatory to the Recipient's bank account in which Grant Funds are held;
 - (c) granting the Commonwealth or its nominee either:
 - (i) a lease or licence in relation to any Property Asset owned by the Recipient and used for the conduct of the Project; or

- (ii) an assignment of any lease/licence/other occupation right in relation to a Property Asset used and occupied by the Recipient for the conduct of the Project, on terms that are sufficient for due and proper completion of the Project (and any Works) and to ensure that the Property Asset is available for the Project for the balance of the Project Period;
- (d) providing the Commonwealth or its nominee with unfettered access to the Assets for the duration of the Project Period; and
- (e) repaying to the Commonwealth, all unused or uncommitted Grant Funds.

27. SURVIVAL

27.1. Termination or expiry of these Conditions for any reason does not extinguish or otherwise affect:

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

Schedule 1

Project Milestones

1 Project Plan

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

| Milestone | Requirements/ Deliverables | Due Date |
|------------------|--|--|
| Milestone 1a | Delegate signature of Conditions of Grant | - |
| Milestone 1b | Submission and acceptance of the Capital Works Plan. (if required) | Prior to commencement of capital works |
| Milestone 2 | Submission and acceptance of Interim Operational Plan. (if required) | DD MONTH YYYY |
| Milestone 3 | Submission and acceptance of the following documents: 1. Operation Plan 2. Progress Report 1 (including financial report) for the period between commencement of these Conditions of Grant and DD MONTH YYYY. 3. Student data for the period between commencement of these Conditions of Grant and DD MONTH YYYY. | DD MONTH YYYY |
| Milestone 4 | Submission and acceptance of the following documents for the period DD MONTH YYYY to DD MONTH YYYY: 1. Progress Report 2 (including financial report) 2. Student data. | DD MONTH YYYY |
| Milestone 5 | Submission and acceptance of the following documents for the period DD MONTH YYYY to DD MONTH YYYY: 1. Progress Report 3 (including financial report) 2. Student data. | DD MONTH YYYY |
| Milestone 6 | Submission and acceptance of the following documents for the period DD MONTH YYYY – DD MONTH YYYY: 1. Progress Report 4 (including financial report) 2. Student data. | DD MONTH YYYY |
| Milestone 7 | Submission and acceptance of the following documents for the period DD MONTH YYYY – DD MONTH YYYY: 1. Progress Report 5 (including financial report) 2. Student data. | DD MONTH YYYY |
| Milestone 8 | Submission and acceptance of the following documents for the period DD MONTH YYYY – DD MONTH YYYY: 1. Progress Report 5 (including financial report) 2. Student data. | DD MONTH YYYY |
| Milestone 9 | Submission and acceptance of the following documents: 1. Final Project Report | DD MONTH YYYY |

| Milestone | Requirements/ Deliverables | Due Date |
|-----------|----------------------------|----------|
| | 2. Final Project Acquittal | |

EXAMPLE ONLY

Schedule 2

Project Budget and Payments

1. In accordance with clause 4.3(c) of Part B in the Conditions of Grant, the Recipient must carry out the Activities in accordance with the Budget set out in Table 1.A and Table 1.B below.
2. Per item 6.1 of Part B, Commonwealth grant funding MUST be placed in a high interest account and all interest earned on this funding must be reported in ongoing financial reporting to the Department.

Income and expenses detailed in '**Table 1 – Budget**' must relate to Commonwealth grant funding only. Other income and expenses attributed to other income should be reported separately in all financial reporting.

Table 1.A – Budget – Commonwealth Grant Funding expenditure for Operations

Funds set out in Table 1 may only be used for a different purpose with the prior written approval of the Department.

TO BE INSERTED

Table 1.B – Budget – Commonwealth Grant Funding expenditure for Capital Works

TO BE INSERTED (if applicable)

Table 1.C – Budget – Commonwealth Grant Funding expenditure for Partnerships

TO BE INSERTED (when/if applicable)

Table 1.D – Total Commonwealth Grant Funding

TO BE INSERTED (if applicable - for Capital Works or Partnerships)

Subject to compliance with these Conditions of Grant, the Commonwealth will pay the Grant Funds to the Recipient in the instalments set out in Table 2 below on Project Delegate acceptance of the corresponding Milestone.

Table 2 – Milestone and Scheduled Payments

| Milestone | Deliverable due date | Payment date* | Instalment |
|--|----------------------|---------------|------------|
| Milestone 1a - Project Delegate Signs these Conditions of Grant | DD MONTH YYYY | DD MONTH YYYY | - |
| Milestone 1b - Submission and Project Delegate acceptance of the Capital Works Plan | DD MONTH YYYY | DD MONTH YYYY | - |
| Milestone 2 - Interim Operational Plan accepted by Project Delegate. | DD MONTH YYYY | DD MONTH YYYY | - |
| Milestone 3 - Operational Plan accepted by Project Delegate - Progress Report 1 accepted by Project Delegate | DD MONTH YYYY | DD MONTH YYYY | - |
| Milestone 4 - Progress Report 2 accepted by Project Delegate | DD MONTH YYYY | DD MONTH YYYY | - |
| Milestone 5 - Progress Report 3 accepted by Project Delegate | DD MONTH YYYY | DD MONTH YYYY | - |
| Milestone 6 - Progress Report 4 accepted by Project Delegate | DD MONTH YYYY | DD MONTH YYYY | - |
| Milestone 7 - Progress Report 5 accepted by Project Delegate | DD MONTH YYYY | DD MONTH YYYY | - |
| Milestone 8 - Progress Report 6 accepted by Project Delegate | DD MONTH YYYY | DD MONTH YYYY | - |
| Milestone 9 - Final Report and Acquittal Report accepted by Project Delegate | DD MONTH YYYY | DD MONTH YYYY | - |
| Total Grant Funding | | | \$ |

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