



Australian Government

Funding Agreement

(revised September 2020)

between the

COMMONWEALTH OF AUSTRALIA

as represented by the

Minister for Education

and

ACPE Ltd

(also known as The Australian College of Physical Education)

regarding funding

**under the Commonwealth Grant Scheme in respect of the
2020 grant year**

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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

ACPE Ltd, 10 Parkview Drive SYDNEY OLYMPIC PARK NSW 2127 ('Provider')
[ABN 28 107 480 848]

WHEREAS:

- A. The Provider meets the requirement of paragraph 30-1(1)(b) of HESA.
- B. This funding agreement is made under subsection 30-25(1) of HESA in respect of the 2020 grant year.
- C. Entering this agreement is a requirement under subparagraph 30-1(1)(b)(iii) of HESA for a Commonwealth Grant to be payable to the Provider under Part 2-2 of HESA.
- D. Subject to subsections 30-25(2A) and 30-25(2B) of HESA, this funding agreement specifies conditions to which the Commonwealth Grant is subject that are additional to the conditions that apply to the Commonwealth Grant under Division 36 of HESA.
- E. Both parties acknowledge the Commonwealth of Australia's priorities for delivering improvements in accountability and transparency in the delivery of higher education including in:
 - admissions processes
 - provision of data to support improved information for students
 - student outcomes
 - provision of data about teaching and research costs.
- F. Under section 36-65 of HESA, the Provider must comply with this funding agreement.

NOW IT IS AGREED as follows:

PART A: Introduction

Commonwealth Grant Scheme funding amount and payment arrangements

1. The Commonwealth will pay to the Provider the Commonwealth Grant Scheme (CGS) funding amount for the 2020 grant year, calculated in accordance with Division 33 of HESA.
2. The Commonwealth will notify the Provider about the CGS advances in respect of amounts expected to become payable for 2020 under subsection 164-10(1) of HESA, as covered by this Agreement.
3. Amounts payable as CGS advances may be adjusted throughout the grant year based on information provided to the Commonwealth by the Provider.
4. CGS advances made in respect of the 2020 grant year will be reconciled with CGS funding payable to the Provider for 2020. This reconciliation will occur in the year following the grant year when actual student enrolment data for the grant year is finalised and provided to the Commonwealth. If the amount of an advance paid to the Provider exceeds the amount that becomes payable to the Provider, the Commonwealth will seek recovery of the overpaid amount from the Provider under subsection 164-10(1A) of HESA.
5. This agreement ends on 31 December 2020.

PART B: Allocation of places

Maximum basic grant amount

6. The maximum basic grant amount for 2020, calculated in accordance with subsection 33-5(7) of HESA, is \$254,293.

Allocation of Commonwealth supported places

7. The total number of Commonwealth supported places allocated to the Provider under paragraph 30-10(1)(b) of HESA for each Funding Cluster for the 2020 grant year covered by this agreement is shown below in Table 1.
8. The amount of funding advanced to the Provider as an amount expected to become payable under subsection 164-10(1) of HESA for 2020 as covered by this agreement will initially be calculated on the basis that the Provider delivers the total number of the Commonwealth supported places identified in Table 1 in 2020. If the Provider is unable to deliver the places detailed in Table 1 it must notify the Commonwealth as soon as practicable.
9. The Provider may be audited to check whether actual enrolments in Commonwealth supported places align with Table 1.

Table 1: Allocation of Commonwealth supported places for 2020¹

Cluster No.	Funding cluster	Number of undergraduate places for 2020 grant year (EFTSL)	Number of non-research postgraduate places for 2020 grant year (EFTSL)	Total number of Commonwealth supported places for 2020 grant year (EFTSL)
1	Law, accounting, administration, economics, commerce	0	0	0
2	Humanities	0	0	0
3	Mathematics, statistics, behavioural science, social studies computing, built environment, other health	23.5	0	23.5
4	Education	0	0	0
5	Clinical psychology, allied health, languages, visual and performing arts	0	0	0
6	Nursing	0	0	0
7	Engineering, science, surveying	0	0	0
8	Medicine, dentistry, veterinary science, agriculture	0	0	0
	Total	23.5	0	23.5

NOTES:

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

PART C: Other conditions and requirements*Short Courses*

10. The Provider must use the allocated Commonwealth supported places in [Table 1](#) to deliver the short courses shown in [Table 2](#). These short courses must be 0.5 EFTSL and offered in 2020 only. These courses must be delivered online and must be either an Undergraduate Certificate or a Graduate Certificate as defined by the Australian Qualifications Framework.
11. In addition to the Provider's obligations under sections 36-5 and 36-10 of HESA, the Provider must provide a person who has enrolled in unit(s) in a short course shown in [Table 2](#) with written notice on or before the census date for the unit(s) informing them that they will only be Commonwealth supported for units of study undertaken in 2020.
12. The Provider must set student fees for units undertaken after 2020 as part of these short courses as soon as practicable. The Commonwealth expects that the Provider will charge a reasonable amount for a unit undertaken after 2020.
13. Upon course completion, the student will be awarded either an Undergraduate Certificate or a Graduate Certificate.
14. Subject to the requirements of the *Higher Education Standards Framework (Threshold Standards) 2015*, the Provider commits to grant credit for units of study undertaken as part of the short courses if those units may also contribute to a different higher education award that a student enrolls in subsequent to the short course.

Table 2: Short Courses

A	B	C	D
National priority field of education	Short course name	Course(s) short course can articulate to	Estimated number of students (EFTSL)
061307	Undergraduate Certificate in The Fundamentals of Health Promotion	Bachelor of Health and Movement (major in Health Promotion)	23.5

NOTES:

Column A: Provider to complete - 6 digit course code

Column B: Provider to complete - name of short course, as published on Course Seeker website.

Column C: Provider to complete - name of the course(s) the short course articulates to.

Column D: Provider to complete - estimate of the number of students (EFTSL) to be enrolled in the short course. The Department acknowledges that this is an estimate only and final student enrolment numbers may vary.

15. The Provider agrees that it will only charge the following student contribution amounts for all units of study for a student place (equivalent to 0.5 EFTSL) in the short course(s) listed in Table 2:

15.1.1. \$1,250 for a student place in

15.1.1.1. English in Cluster 2

15.1.1.2. Psychology, Mathematical Sciences in Cluster 3

15.1.1.3. Education in Cluster 4

15.1.1.4. Languages, Clinical Psychology in Cluster 5

15.1.1.5. Nursing in Cluster 6

15.1.1.6. Agriculture in Cluster 8

15.1.2. \$2,500 for a student place in

15.1.2.1. Counselling, Other Health, Information Technology, Architecture and Building in Cluster 3

15.1.2.2. Allied Health in Cluster 5

15.1.2.3. Engineering and Related Technologies, Science in Cluster 7

15.1.2.4. Environmental Studies and Medical Science in Cluster 8

15.2. The Provider must comply with their obligations under HESA in relation to student contribution amounts.

16. The Provider must supply data on students enrolled in short courses on a monthly basis as directed by the Commonwealth. Providers must report their commencing enrolments and monthly reporting thereafter will be done by exception (i.e. only updated information would be added on a monthly basis). By 31 January 2021, the Provider must provide data on total number of enrolments and course completions for 2020.

Closure of courses

17. The Provider must obtain the Commonwealth's prior written approval before closing a course listed in Table 2 in which students are or have been enrolled in Commonwealth supported places.

Applicable law and jurisdiction

18. The laws of the Australian Capital Territory apply to the interpretation of this agreement.
19. 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

20. This agreement and HESA record the entire agreement between the parties in relation to its subject matter.
21. 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.
22. 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

23. A party giving notice under this agreement must do so in writing or by Electronic Communication:
 - a. if given by the Provider, marked for the attention of the First Assistant Secretary of the Higher Education Division of the Department of Education, Skills and Employment or other person as notified in writing by the Commonwealth to the Provider; or
 - b. if given by the Commonwealth, marked for the attention of the President or other person as notified in writing by the Provider to the Commonwealth; and hand delivered or sent by pre-paid post or Electronic Communication to the address specified in this clause.

The address for notices to the Commonwealth is:

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

The address for notices to the Provider is:

Chief Executive Officer and Dean
The Australian College of Physical Education
10 Parkview Drive
SYDNEY OLYMPIC PARK NSW 2127

24. A notice given under clause 23 is taken to be received:
 - a. if hand delivered, on delivery;
 - b. if sent by pre-paid post, 5 business days after the date of posting; or
 - c. if sent by Electronic Communication, at the time that would be the time of receipt under section 14A of the *Electronic Transactions Act 1999*.

Interpretation

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

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

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

'CGS' means Commonwealth Grant Scheme;

'CGS advances' means an amount advanced to the Provider under section 164-10 of HESA;

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

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

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

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

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

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

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

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

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

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

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

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

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

26.1. words in the singular include the plural and vice versa;

26.2. clause headings or words in bold format are inserted for convenience only, and have no effect in limiting or extending the language of provisions;

26.3. all references to dollars are to Australian dollars;

26.4. unless stated otherwise, a reference to legislation is to legislation of the Commonwealth, as amended from time to time;

26.5. an uncertainty or ambiguity in the meaning of a provision of this agreement will not be interpreted against a party just because that party prepared that provision; and

26.6. 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.

26.7. where a word or phrase is not specifically defined in this agreement and the word or phrase occurs in the *Higher Education Support Act 2003*, the word or phrase will have the same meaning as in that Act.

SIGNED for and on behalf of

THE COMMONWEALTH OF AUSTRALIA

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

Signed by
Dom English

Date: 12 October 2020

In the presence of:

Signed by
Drew Menzies-McVey

Position of witness
Assistant Secretary

SIGNED for and on behalf of

ACPE Ltd

Signed by
Debbie Le Roux

Position
CEO and Dean

In the presence of:

Signed by
Sujeet Acharya

Position or profession of witness
Finance Manager
