Higher Education Participation and Partnerships Program
2017 National Priorities Pool

Commissioned Project
Professional development in equity interventions for school teachers

Expressions of Interest

Guide for Applicants


Any queries should be sent by email to equity@education.gov.au.
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1. National Priorities Pool 2017 – Commissioned Project – Professional development in equity interventions for school teachers

1.1 Purpose of the National Priorities Pool

The National Priorities Pool is a component of the Higher Education Participation and Partnerships Program (HEPPP) that has the objective of supporting effective implementation of the HEPPP nationally and at an institutional level. Funding is allocated on an annual basis and directed towards specified priorities identified for each year. The 2017 National Priorities Pool Investment Plan is at Attachment A.

1.2 Legislative Authority

The legislative basis for the operation of the HEPPP is the Higher Education Support Act 2003 (HESA) and the Other Grants Guidelines (Education) 2012.

It is the responsibility of all interested parties to familiarise themselves with the legislative framework and to seek their own independent legal and other advice as they see fit. At any particular time, due to changes in the legislation, or for other reasons, there may be inconsistencies between this Guide and the legislation, in which case the legislation shall prevail to the extent of any inconsistency.

1.3 Projects

This process seeks expressions of interest (EOIs) from eligible providers (see section 2.1) for the Professional development in equity interventions for school teachers project in accordance with the project scope at Attachment B.

Please note: You must ensure that milestones are realistic and achievable within the project period.

The project must be completed and a final report submitted by 31 December 2018.

1.4 Funding

The total funding available for the Professional development in equity interventions for school teachers under the 2017 National Priorities Pool is up to $600,000.

1.5 Timing

Your project must:

- begin no earlier than 1 September 2017, and
- be completed no later than 31 December 2018.
2. Expression of Interest (EOI) Process

2.1 Eligibility requirements
To be eligible for funding under the 2017 National Priorities Pool, you must:

- be applying as a Higher Education Provider listed at Table A of HESA, or a consortium led by an eligible Higher Education Provider listed at Table A of HESA, and
- submit an EOI that addresses the *Professional development in equity interventions for school teachers* project scope at Attachment B, and
- not be seeking support for an initiative that has previously received funding from the Department of Education and Training.

2.2 Grounds for removal from the selection process
An EOI will not be considered if it:

- is submitted late, unless exceptional circumstances are identified (see section 2.5), or
- is incomplete at the time of submission.

2.3 Forms and submission information

You must submit your EOI using the correct forms. These are:

1. 2017 National Priorities Pool Expression of Interest - Part A (Word). *Written responses to questions must be provided using this form.*
2. 2017 National Priorities Pool Expression of Interest - Part B (Excel) *The project plan, risk management information, and budget must be provided using this form.*
3. 2017 National Priorities Pool - Part C (Declarations) *This form must be signed by an authorised officer, scanned and submitted in PDF format.*

2.4 Technical assistance
If you require technical assistance with your EOI, contact the Department at equity@education.gov.au. Please note that this email address is only monitored during business hours (Australian Eastern Standard Time).

2.5 Requests for late submission
Requests to submit an EOI late must be addressed to the Program Delegate and submitted via equity@education.gov.au. Requests should be made prior to the submission deadline.

Late EOIs will only be accepted where exceptional circumstances are identified, and at the discretion of the Program Delegate.
2.6 **Assessment of EOIs**

The following three criteria will be used by departmental officers to assess eligible EOIs.

<table>
<thead>
<tr>
<th>Criterion</th>
<th>Detail</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>(1) Evidence-based EOI</strong></td>
<td>This criterion will assess the proposed project against the project scope, considering: &lt;br&gt;1.1 the appropriateness, feasibility and effectiveness of the provider’s proposed approach to the project; &lt;br&gt;1.2(a) the extent to which the expected project outcomes will meet the project objectives and answer questions specified in the project scope; and &lt;br&gt;1.2(b) the references that substantiate the proposed approach.</td>
<td>45%</td>
</tr>
<tr>
<td><strong>(2) Capacity to deliver the project as described</strong></td>
<td>This criterion will assess the extent to which the EOI has demonstrated the provider’s capacity to deliver the project on time and as described, considering: &lt;br&gt;2.1 the extent to which the project plan outlines clear successive milestones, demonstrates the capacity to deliver the desired project outcome(s) on time, and provides appropriate KPIs; &lt;br&gt;2.2 the extent to which the risk management information appropriately details risks and their mitigation across the development, implementation and ongoing management phases of the project; &lt;br&gt;2.3 the demonstrated capability and expertise of the project team to deliver the project, including relevant experience, performance history and management processes.</td>
<td>30%</td>
</tr>
</tbody>
</table>
### Value for money

- Demonstrated potential to achieve the project outcomes in a cost-effective manner

This criterion will assess the extent to which the proposed project achieves value with public money and delivers outcomes commensurate with, or exceeding, the level of investment, considering:

3.1 the appropriateness and justification of the proposed budget in light of the expected project outcomes; and

3.2 the demonstrated potential to achieve the project outcomes in a cost-effective manner.

This is a threshold criterion. EOIs which do not satisfy this criterion will not be funded.

Assessors will consider the whole EOI against criterion 3.2 in addition to the information provided in response to this question.

EOIs that do not receive a score of 50 per cent or above will not be considered for recommendation.

### Assessment Process

EOIs will be checked for compliance and eligibility and subsequently assessed. On the completion of all assessments, an order of merit will be established.

Providers will be notified in writing of the outcome of the assessment of their EOI at the conclusion of the assessment process.

### Communication

Email all enquiries regarding applications to equity@education.gov.au. The Department may request clarification or additional information about the EOI from a provider at any time.

Any additional information received **must not** constitute a material change to the original EOI or be a resubmission of an improved EOI.

The Department will provide, on request, feedback to providers on the department’s assessment of their EOI on conclusion of the EOI process.

All documents held by the Department with regard to applications for grants made through the National Priorities Pool are subject to the *Freedom of Information Act 1982* (FOI Act).

It is a serious offence to give false or misleading information in any proposal, report, acquittal or any other document or communication provided to the Department.
2.9 **Successful applicants**

Successful providers will be advised in writing of the conditions that apply to the grant, and will be asked to acknowledge in writing that they have read and understood the Conditions of Grant (COG). Correspondence will be addressed to the senior institutional equity contact. An example of a draft COG template is attached for your information (Attachment C). Note that by accepting the COG, the Recipient grants to the Commonwealth a permanent, irrevocable, free, worldwide, 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.
Attachment A – 2017 National Priorities Pool Investment Plan

This investment plan is made pursuant to the Other Grants Guidelines (Education) 2012 under the Higher Education Support Act 2003.

1. OVERVIEW

The National Priorities Pool is a component of the Higher Education Participation and Partnerships Program (HEPPP). The HEPPP provides funding to providers to undertake activities and implement strategies that improve access to undergraduate courses for people from low socio-economic status (SES) backgrounds and improve their retention and completion rates.

This program supports activities that foster opportunity and support success in higher education by people from low SES backgrounds, including Indigenous peoples, people with disability, people from non-English speaking backgrounds, women in non-traditional areas, and people from rural and remote Australia who are also from low SES backgrounds.

The objective of the National Priorities Pool is to inform more effective implementation of the HEPPP, both by updating the policy basis for the program and enhancing on-ground delivery at the national level and within individual institutions. It supports projects that develop evidence, trial innovative ideas, build capacity and reform systems to maximise opportunity and outcomes for people from low SES backgrounds in higher education.

2. PRIORITY FUNDING AREAS

For 2017 the National Priorities Pool will continue to fund projects that address the three priority areas of funding outlined in previous National Priorities Pool Investment Plans.

Building the evidence base:
The purpose of this priority area is to gather and analyse the evidence which will inform future equity policy development and practice. Projects addressing this priority funding area will explore opportunities for improvement in current practice and achievement, and investigate new developments in approaches to increasing access, participation retention, and success in higher education at any university.

Fostering innovation:
The purpose of this priority area is to foster and test new equity interventions at both an institutional and a national level. Projects commissioned from this priority area will promote innovation within program delivery by developing and trialling new ideas and practices to assist low SES groups to access and succeed in higher education. This funding area will also target new barriers to higher education, address current gaps in program delivery and assist universities to expand activity to new areas.

More effective program implementation:
The purpose of this priority area is to improve current practice in HEPPP implementation and delivery across the higher education sector at both an institutional and a national level. Projects commissioned from this priority area will include projects that encourage
information-sharing and collaboration among equity practitioners and promote cooperation between policy-makers and the higher education sector.

3. FUNDING

The Australian Government, through the Department of Education and Training, will commission universities to conduct projects approved by the Minister for Education and Training that address the priority funding areas in this Investment Plan.

All projects must produce outcomes that can be applied nationally and/or be adopted by other universities.

The National Priorities Pool will not fund any project that duplicates existing activities or research funded by the Australian Government. Projects that require recurring funding will not be considered.
Attachment B – Professional development in equity interventions for school teachers

Project overview
High quality teaching is critical to lifting school outcomes and supporting students to fulfil their potential. Evidence shows the quality of the teacher in the classroom is the biggest in-school influence on student achievement.

Teachers working in low socio-economic status (SES) schools or primarily with low SES students may have limited access to professional learning to develop the knowledge and skills that enable them to fully support their students on their journey towards higher education.

This project will establish three professional development learning modules to assist school teachers to develop their knowledge and skills in the context of addressing student disadvantage. Completing the modules will develop teachers to better support their low SES students’ aspirations towards, preparation for and entry to higher education.

To maximise teachers’ uptake of these professional development modules, they must be directly relevant, meet identified local needs and be aligned with the Australian Institute for Teaching and School Leadership’s (AITSL) Australian Professional Standards for Teachers (Teacher Standards).

Priority funding area: fostering innovation
This project will address the fostering innovation priority funding area of the 2017 National Priorities Pool Investment Plan.

Project objectives
The objective of this project is the development and piloting of professional learning modules that align with the Teacher Standards and develop teachers to better support their low SES students’ aspirations towards, preparation for and entry to higher education.

The project will develop and pilot a professional learning module for teachers of each of the following year ranges:

- Years 1-6
- Years 7-9, and
- Years 10-12

for a total of three modules.

Where possible, these modules will be nationally applicable. Where this is not possible due to differing state or territory requirements, module components specifically tailored to the requirements of each state or territory will be developed.

Expected outcomes
The expected project outcomes are:

1. Three professional learning modules that:
   a) align with the Teacher Standards
b) develop teachers to better support their low SES students’ aspirations towards, preparation for and entry to higher education

c) each address one of the specified year ranges (Years 1-6, 7-9 and 10-12)

d) have been tailored to individual state or territory requirements as needed

e) have been piloted in a small sample of partner schools in each state or territory.

2. An evaluation of the outcomes of the pilot and the implementation of any required changes to the professional learning modules.

3. A strategy for the ongoing delivery and maintenance of the professional learning modules.

4. A strategy for the ongoing evaluation and update of the professional learning modules.

Additional information

All school teachers must complete professional learning to meet their registration requirements. The Department of Education and Training expects the project to align with the standards and principles established in the following Australian Institute for Teaching and School Leadership (AITSL) guidance documents:

- *Australian Professional Standards for Teachers* (2011)
- *Australian charter for the professional learning of teachers and school leaders: a shared responsibility and commitment* (2012)

The department expects the successful applicant to work closely with partner schools to develop professional learning modules in response to teachers’ specific, identified learning needs, with a view to better supporting their low SES students to aspire towards and enter higher education. This might be done through a focus on:

- pedagogical skills and knowledge
- subject area/content knowledge
- interpersonal and pastoral care skills
- requirements for access to and success in higher education

or a combination of the above.

To meet the national applicability requirement of the National Priorities Pool, the professional learning modules should:

- be usable in, or transferable to, different locations or contexts with minimal adaption, and/or
- have the potential for ongoing use.

Different types of professional learning modules can be proposed for this project, such as online delivery and communities of practice approaches. Appropriateness, usability and local infrastructure constraints must be taken into account. Proposals that address distance constraints encountered by teachers in regional and remote areas will be welcomed.
Skills and expertise

The successful applicant will have:

- expertise in the development of professional learning modules for teachers and/or teacher education curriculum
- an understanding of the barriers to higher education faced by students from low SES backgrounds
- expertise in developing and implementing equity interventions
- the ability to effectively collaborate with other Australian universities, state education departments, peak bodies and schools to scope out teachers’ learning needs and develop the professional learning modules, and
- efficient and effective contract management skills.

The department welcomes cross-disciplinary approaches. Subject to the focus of the professional learning to be developed, the department expects involvement from a range of organisational units within the provider or consortia, including Faculties of Education.

EOIs from consortia of providers will be well regarded.

If applicants wish to work with subcontractors, they must demonstrate the ability to effectively manage subcontractors.

The successful applicant must be able to work closely with the department throughout the project, particularly during its inception.

Project duration

The department expects the project to be completed by 31 December 2018. Convincing project proposals with longer timeframes may be considered in exceptional circumstances.

Anticipated project cost

Total funding for the project will not exceed $600,000. The department expects each of the three modules to cost no more than $200,000.

Initial funding will be provided on the establishment of the Conditions of Grant, with the remainder paid on successful completion of the project.
Attachment C – Example Conditions of Grant

Australian Government

Department of Education and Training

Conditions of Grant

(Higher Education Support Act 2003)
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 SUBPARAGRAPH 41-25(b)(i) OF THE CONDITIONS ON
WHICH A GRANT IS MADE

I, [Name], a delegate of the Minister:

A. Approve under section 41-20 of the Higher Education Support Act 2003 (the “Act”) a grant (“Grant”) to the body corporate specified in item 1 of Part A (“Part A”) of the Annexure (the “Annexure”), which is headed Details of Grant, in respect of the project (“the Project”) specified in item 2 of Part A of the Annexure;

B. Determine under 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 subparagraph 41-25(b)(i) of the Act that the Grant is made on the Conditions of Grant (“the COGs”) contained in Part B (“Part B”) of the Annexure.

Dated 2017
[Name]
Branch Manager
Governance, Quality and Access Branch
Higher Education Group
Australian Government Department of Education and Training
Higher Education Support Act 2003

[Provider]
[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 SUBPARAGRAPH 41-25(b)(i) OF THE CONDITIONS ON WHICH A GRANT

IS MADE

PART A OF ANNEXURE: DETAILS OF GRANT

PART B OF ANNEXURE: CONDITIONS OF GRANT

[*insert date]*

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PART A OF ANNEXURE
DETAILS OF GRANT

1. The Recipient
   1.1 The Recipient is [provider].

2. Project
   2.1 The Project title is [title].

   2.2 As part of the Project, the Recipient must:

   [*insert details regarding what the Recipient must do as part of the Project].

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

3. Project Objectives
   3.1 The Project Objectives are to:

   (a) [*insert]
   (b) [*insert].

4. Project Period
   4.1 The Project Period for this Project is from the date that this determination is made until [date].

5. Grant
   5.1 The total amount of the Grant is [$].

   5.2 The amount of the Grant does not include GST. Should GST be applicable we may vary the amount of the Grant to take into account the effect of the 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 provide a Progress Report to the Project Delegate which, at a minimum, must separately and distinctly address the following matters:
6.2 A template for the Progress Report will be provided by the Department and the Progress Report must be in this format.

6.3 The Progress Report must be provided to the Project Delegate by [date].

6.4 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 specified in item 2 (including the Milestones in Schedule 1) has been completed;
(b) a statement describing the objectives and outcomes achieved as a result of the Grant for the Activities specified in item 2 of Part A;
(c) copies of any published reports, pamphlets or other documentation relevant to the Project which has not already been included in Progress Reports; and
(d) an Acquittal report as set out below.

6.5 A template for the Final Report will be provided by the Department and the Final Report must be in this format.

6.6 The Final Report, including the Acquittal Report, must be provided to the Project Delegate by [date].

6.7 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 the Grant Amount was expended for the Project and in accordance with these Conditions of Grant; and
(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.

6.8 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).

6.9 **Program Evaluation and Post Project Reporting**

At any time up to thirty-six (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. Pursuant to clauses 8 and 16 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:

The Branch Manager
Governance, Quality and Access Branch
Higher Education Group
Department of Education and Training
Location Code: C50MA7

**GPO Box 9880, CANBERRA ACT  2601**

**Email:** equity@education.gov.au
PART B OF ANNEXURE

CONDITIONS OF GRANT

1. MEANING OF WORDS

In this Part B of the Annexure:

“Act” the Higher Education Support Act 2003
“Activities” the details for the Project specified in item 2
“Asset” means:

(a) any item of personal, real or incorporeal property which has a value over $2,000; and
(b) any group or class of items of personal, real or incorporeal property which has a total value over $2,000,

(other than Intellectual Property Rights or the Report) created or purchased wholly or partly from the Grant

“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

“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” these conditions of grant as set out in Part B
“Conditions of Grant” has the same meaning as Conditions
“Conflict” refers to the Recipient engaging in any activity or obtaining any interest that would interfere with or restrict it from carrying out its obligations under these Conditions of Grant fairly, independently and otherwise in accordance with these Conditions of Grant

“Department” the Commonwealth Department of Education and Training
“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 item 5
“Grant funds” the funds making up the Grant Amount
“Grant Funding” has the same meaning as Grant funds

“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 and Training

“Other Grants Guidelines” the Higher Education Support Act 2003 - Other Grants Guidelines (Education) 2012, 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 Privacy Act 1988 as amended from time to time

“Program” the Higher Education Participation and Partnerships Program

“Program Objectives” the objectives of the Program as specified in section 1.40 of the Other Grants Guidelines (Education) 2013

“Project” the project undertaken by the Recipient as specified in item 2

“Project Objectives” the objectives of the Project as specified in item 3 of Part A

“Project Delegate” the Branch Manager, Governance Quality and Access Branch, Higher Education Group, in the Department, or any other Branch Manager within the Department who may from time to time have Departmental responsibility for the Project. The Project Delegate’s contact details are set out in item 7 of Part A

“Project Material” all Material:

(a) brought into existence for the purpose of performing this Conditions of Grant, including the application form submitted by the Recipient, the Project plan (if any) and the Reports;

(b) incorporated in, supplied or required to be supplied along with the Material referred to in paragraph (a); or

(c) copied or derived from Material referred to in paragraphs (a) or (b)
“Project Period” the period specified in item 4 of Part A during which the Project must be completed

“Recipient” the body corporate that is responsible for the Project as specified in item 1

“Records” includes documents, information and data stored by any and all copies or extracts of the same

“Report or Reports” the Report or Reports referred to in item 6 and clause 8

“Secretary” the Secretary of the Department

“Third-party IPRs” the IPRs in any Third-party Material

“Third-party Material” any Material incorporated or supplied with the Report in which the IPRs are owned by a third party alone or jointly with any other party (including the Recipient)

2. PREAMBLE

2.1. Under Division 41 of the Act, the Commonwealth may make grants to certain higher education providers (referred to in the Act as a “Table A provider”) to promote equality of opportunity in higher education, being the purpose specified in item 1 of the table in subsection 41−10(1) of the Act.

2.2. Under paragraph 41-25(b)(i) of the Act, where the grant is being made under a program for which the Other Grants Guidelines (which are defined in section 41-5 of the Act) do not specify conditions that apply to grants under that program, the grant is made on such conditions (if any) as the Minister determines in writing and also on the condition that the body must meet the quality and accountability requirements.

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.

2.3. The Grant is for the purpose of promoting equality of opportunity in higher education.

2.4. The Program is governed by Chapter 1 of the Other Grants Guidelines.

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 Program Objectives and the Conditions;
(b) at the times and in the manner specified in item 2 of Part A and Schedule 1;
(c) in accordance with the Project Plan (if any) and the Budget (if any);
(d) within the Project Period; and
(e) diligently, effectively and to a high standard.

5. PAYMENT

5.1. Subject to compliance by the Recipient with the terms of these Conditions, the 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 6.7 of Part A regarding the expenditure of the Grant under these Conditions up to the date specified by the Department.

5.4. If the Department exercises its rights under clause 5.2 or 5.3, the Recipient must continue to perform all of its obligations under these Conditions, unless the Project Delegate agrees otherwise in writing.

5.5. The Department is not responsible for the provision of additional funds to meet any expenditure in excess of the Grant Amount.

5.6. If the Recipient wishes to make any change to the Activities or to the timing or manner of payment of the Grant, these changes must first be approved by the Minister (or the Minister's delegate) in writing. To obtain any such approval, the Recipient must first send the Project Delegate a written request for the approval in accordance with clause 9.1 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 5 of Part A and this clause 6;
(b) place the Grant Funds in a high interest bearing account and interest earned on the Grant Funds must be:
   i. expended on the Project; and
   ii. reported to the Department,
(c) identify the receipt and expenditure of the Grant Funds separately within the Recipient’s accounting Records so that at all times Grant Funds are identifiable and ascertainable; and
(d) acquit all of the Grant Funds provided under these Conditions at the times and in the manner specified in item 6 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 6 of Part A.

6.3. Unless otherwise specified by the Department in item 3 of Part A, the Recipient must not use the Grant:

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

6.4. The Recipient must only spend the Grant:

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

6.5. The Recipient must do all things necessary to ensure that all payments from the Grant Funding that the Recipient makes to third parties are correctly made and properly authorised and that the Recipient maintains proper and diligent control over the incurring of all liabilities.
7. OVERPAYMENT AND REPAYMENT

7.1. If at any time, an overpayment occurs, including where an invoice is found to have been incorrectly rendered after payment then 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; or

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:
   - i. spent in accordance with these Conditions or the Other Grants Guidelines; or
   - ii. acquitted to the Department’s satisfaction,
then this amount may be required to be repaid to the Department in accordance with the Act.

7.4. If, by the completion of the Project Period, the Recipient has not spent the entirety of the Grant Amount, the Department may recover the unspent amount.

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

8.2. The Recipient must, if requested by the Department pursuant to item 6.9 of Part A, participate in any evaluation of the Project or the Program undertaken by the Department, including by persons authorised to do so on behalf of the Department.

9. ADDRESS FOR REPORTS AND NOTICES

9.1. The Report, any notice, and any request referred to in clause 5.6 provided by the Recipient to the Department must be submitted in hard copy and electronically in PDF format to the Project Delegate.
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 Partner, 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.

11.2. If, in the Project Delegate's reasonable opinion, there has been a failure to comply with clause 11.1, the Department may withhold or suspend payment, in accordance with clause 5.2.

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**

13.1. The Recipient must not use Grant Funds for the purchase of Assets unless the Asset is identified in the Project Budget in Schedule 2.

13.2. During the Project Period, 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. At the end of the Project Period, and for the three subsequent years, Assets must be used only to undertake activities and to implement strategies that promote equality of opportunity in higher education, or such other purpose as the Minister approves at the request of the Recipient.

14. INSURANCE

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

(a) Workers’ compensation insurance for an amount required by the relevant state or territory legislation; and

(b) Public liability insurance (i.e. insurance that covers a Recipient’s liability arising out of negligent acts or omissions that cause personal injury to other people or damage to the property of another person or organisation) for an amount of not less than ten million dollars ($10,000,000) per claim.

14.2. The Recipient must, on request by the Department, provide certificates verifying the currency of the insurances specified in clause 14.1.

15. INDEMNITY

15.1. 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.
15.2. 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.

15.3. 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.

15.4. In this clause 15, “fault” means any negligent or unlawful act or omission or wilful misconduct.

16. ACCESS TO PREMISES AND RECORDS

16.1. The Recipient must at all reasonable times give:
   (a) the Auditor-General;
   (b) the Privacy Commissioner (meaning the Office of the Australian Information Commissioner, established under the Australian Information Commissioner Act 2010, including any other entity that may, from time to time, perform the functions of that Office);
   (c) the person occupying the position of Group Manager, Higher Education Group in the Department;
   (d) a member of the 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.

16.2. The rights referred to in clause 16.1 are subject to:
   (a) the provision of reasonable prior notice to the Recipient; and
   (b) the Recipient’s reasonable security procedures.

16.3. 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 16.2 will not apply.

16.4. The requirement for access specified in clause 16.1 does not in any way reduce the Recipient’s responsibility to perform its obligations under these Conditions.
17. INTELLECTUAL PROPERTY RIGHTS IN THE REPORTS AND THE PROJECT MATERIAL

17.1. 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.

17.2. 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.

17.3. 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.

17.4. 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.

17.5. 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 17;
   (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 Commonwealth to use, reproduce, adapt and exploit the Available Material; and
   (c) agrees to provide to the Commonwealth, on request, the executed original of each consent.

17.6. In this clause, “Specified Acts” means any of the following acts or omissions by or with the authority of the Commonwealth in relation to the Available Material:
   (i) using, reproducing, adapting or exploiting all or any part of the Available Material, with or without attribution of authorship;
   (ii) supplementing the Available Material with any other Material;
   (iii) using the Available Material in a different context to that originally envisaged;
   but not including false attribution of authorship.

18. RECORDS

18.1. The Recipient must keep and make available to the Department on the Department’s request full and accurate Records of the conduct of the Project
including the receipt and use of Grant Funding (in accordance with Australian Accounting Standards).

18.2. The Recipient must retain Records for 7 years after the completion of the Project and if requested by the Commonwealth, shall promptly allow persons authorised by the Commonwealth access to such records.

19. PROTECTION OF PERSONAL INFORMATION

19.1. The Recipient 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.

19.2. 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 19 for the purposes of sub-sections 6A(2) and 6B(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 19.

19.3. In this clause, “received” includes “collected”.

20. ACKNOWLEDGMENTS, PUBLICATIONS AND PUBLICITY

20.1. The Recipient must acknowledge the contribution made by the Commonwealth to the Project in all related promotional material. In particular, the Recipient 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; and
(d) where an official opening or launch is proposed for the Project the Minister is to be invited to attend or to send a representative.
21.1. The Recipient must take all reasonable steps to minimise delay in completion of the Project.

21.2. If the Recipient becomes aware that:
(a) the Recipient will be delayed in progressing the Project in accordance with these Conditions;
(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.

21.3. On receipt of a notice of delay, the Minister (or his delegate) may, at the Minister’s sole discretion:
(a) take any action that the Minister is permitted to take pursuant to the Act;
(b) take such other steps as are available under these Conditions, including withholding or suspending of payment under clause 5.2 until the relevant Milestone has been completed to the Department’s reasonable satisfaction.

21.4. Unless the Department takes action under clause 21.3, the Recipient is required to comply with the timeframe for progressing and completing the Project as set out in these Conditions.

22. CONFLICT OF INTEREST

22.1. The Recipient 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.

22.2. If during the Project Period a Conflict arises, or is likely to arise, the Recipient must:
(a) immediately notify the Commonwealth in writing of that Conflict and of the steps the Recipient proposes to take to resolve or otherwise deal with the Conflict;
(b) make full disclosure to the Commonwealth of all relevant information relating to the Conflict; and
(c) take steps as the Commonwealth may, if it chooses to, reasonably require to resolve or deal with the Conflict as required.

22.3. For the avoidance of doubt, the Recipient’s obligations under this clause 22 do not prohibit the Recipient from:
(a) performing services (including research and other services) for other people or organisations; and
(b) performing other activities,
so long as the Recipient’s performance of those other services or activities will not impact on the Recipient’s ability to perform its obligations under these Conditions fairly, independently and otherwise in accordance with these Conditions.

23. **COMPLIANCE WITH LAWS AND POLICIES**

23.1. The Recipient must, in carrying out its obligations under these Conditions of Grant, comply with:

(a) all relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory or local authority; and

(b) any Australian Government policies relevant to the Grant and notified to the Recipient by the Minister at the time of the Grant.

23.2. The Recipient 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 deception, offences involving fraudulent conduct, bribery, forgery and falsification of documents;

(d) giving false or misleading information is a serious offence under the *Criminal Code Act 1995*;

(e) 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;

(f) 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;

(g) it is aware of the provisions of section 79 of the *Crimes Act 1914* relating to official secrets;

(h) 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*;

*Note: more information about the Charter of United Nations Act and the Charter of United Nations (Dealing with Assets) Regulations is available at*  
(i) 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.

24. **Applicable Law and Jurisdiction**

24.1. The laws of the Australian Capital Territory apply to the interpretation of these Conditions.
## Schedule 1

### Project Milestones

1. **Project Plan**

   
   *Note to drafters – If there is a Project Plan for the Project, it should be included here. The Project Plan, among other things, sets out the detailed particulars of the Activities to be undertaken for the Project, the timing for their completion and how they are to be completed. If there is no Project Plan, item 2 of Part A will still need to prescriptively detail what the Project entails and this section should contain, at a minimum, the relevant Milestone activities to be undertaken with the grant funding. Below is an example of how Milestones may be set out in this Schedule.*

<table>
<thead>
<tr>
<th>Timeframe</th>
<th>Milestone and Activities</th>
<th>Key Performance Indicators</th>
</tr>
</thead>
<tbody>
<tr>
<td>[<em>insert due date for the Milestone]</em></td>
<td>[<em>insert a description of the Milestones and the Activities which must be completed to complete the Milestone]</em></td>
<td>[<em>insert performance indicator which measures completion of the Milestone]</em></td>
</tr>
</tbody>
</table>
Schedule 2

Project Budget and Payments

1. In accordance with clause 4.1(c) of the Conditions of Grant, the Recipient must carry out the Activities in accordance with the Budget set out in Table 1 below.

Table 1 - Budget

<table>
<thead>
<tr>
<th>Expenditure item</th>
<th>Grant Funds</th>
<th>Recipient Contributions</th>
<th>Other Contributions</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>[insert a description of the expenditure item here]</td>
<td>[insert the amount of grant funds allocated to the expenditure item here]</td>
<td>[insert any contributions towards this item that the Recipient may be making from its own funds]</td>
<td>[insert any contributions which may be made towards this item by a third party – e.g., state govt funding or a contribution from a third party]</td>
<td>[add columns 1 to 4 here]</td>
</tr>
</tbody>
</table>

TOTAL

[Note to drafters – An example Budget is included above. You must complete the Budget to include details of the expenditure for the Grant. If the Recipient submitted a grant application, these details may be included in that application, otherwise you may need to liaise with the grant recipient to obtain this information. In accordance with clause 4.1 of the Conditions of Grant, the Recipient must carry out the Activities in accordance with the Budget.]

As noted in relation to clause 12.1, you will also need to ensure that any ‘Assets’ are identified here in the Budget so that the Grant Recipient is permitted to use the Grant to purchase such Assets. If Assets are not included here, the Recipient will not be permitted under the Conditions of Grant to use the funding to purchase such items.]

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

Table 2 - Payments

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Due date</th>
<th>Instalment</th>
</tr>
</thead>
<tbody>
<tr>
<td>[insert milestone]</td>
<td>[insert due date]</td>
<td>[insert instalment amount]</td>
</tr>
</tbody>
</table>

TOTAL [insert total]

[Note to drafters – An example of a payment Schedule is set out above. You should ensure that the payment Milestones are consistent with any corresponding dates for Activities to be achieved as set out in the Project Milestones in Schedule 1. The payment milestones do not have to correspond with every Activity Milestone set out in Schedule 1, that is, you do not need to have a corresponding payment for every Activity Milestone. While you should seek to ensure that payment milestones support the grant recipient's requirements for use of the funding, the most...]

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important factor is ensuring that any milestone payment arrangement represents an efficient, effective, ethical and economical use of Commonwealth funds.]