Tabled



Australian Government

Department of Education, Science and Training

Mr John Carter Secretary Senate Employment, Workplace Relations and Education Committee Parliament House CANBERRA ACT 2600



Dear Mr Carter

Thank you for your letter of 10 February 2004 in which you advised you had received a request from a senator that the Chief Scientist, Dr Robin Batterham, appear before the Committee at Additional Estimates.

As it is not the Department's role to decide on such a request, I consulted the Minister for Science, the Hon Peter McGauran MP. It is his view that it is not appropriate for the Chief Scientist to appear before the Committee. Dr Batterham:

- is contracted to the Minister for Science. He is neither a public servant nor part of the Department;
- has a remit to promote linkages and to provide independent policy advice to Government across a number of portfolios; and
- has no Government decision making authority and no role on budgetary matters or line management within the Department.

Questions from the Committee relating to the Chief Scientist's activities can be addressed to DEST officers.

Yours sincerely

Dr Jeff Harmer

16/2/04

(abled) 18.2.04

Senate Committee on Employment, Workplace Relations, and Education Budget Estimates, Wednesday, 18 February 2004

Response to question from Senator Carr

Projecting BAA spending over seven years to 2010-11

Estimat spendir	ed BAA ng (\$m)	Ма		of final-year stant prices		ing	5yr Total (\$m)	7yr Total (\$m)
2004-05	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11	2004-05 to 08-09	2004-05 to 10-11
820.5	1,000.4	1,000.4	1,000.4	1,000.4	1,000.4	1,000.4	4,822.1	6,822.9

Tubled Arms 4.30pm

AUSTRALIAN INSTITUTE OF MARINE SCIENCE AT JAMES COOK UNIVERSITY

JOINT VENTURE HEADS OF UNDERSTANDING

AGREEMEN'S

made at Brisbane on 5 December 2003.

BETWEEN:

Australian Institute of Marine Science (ABN 78 961 616 230) of Townsville

North Queensland ("AIMS")

AND:

James Cook University (ABN 46 253 211 955) of Townsville, North Queensland

("JCU")

1. Background

- (a) The Parties propose to engage in the Joint Venture to achieve certain Goals.
- (b) The Parties propose to enter into a Joint Venture Agreement which will detail the rights, obligations and liabilities of the parties in relation to the Joint Venture, provide for other matters relating to the Joint Venture and legally bind the Parties.
- (c) This Heads of Understanding outlines the Parties current joint understanding as to some of the matters relating to the Joint Venture. The Parties propose that this Heads of Understanding will facilitate the drafting of the Joint Venture Agreement and the establishment of the Joint Venture.
- (d) The Parties do not intend for this Heads of Understanding to be legally binding.

2. Definitions and Interpretation

2.1 Definitions

In this Heads of Understanding unless the context otherwise requires:

"Goals" means the proposed goals of the joint venture set out in clause 5;

"Joint Venture" means the proposed joint venture between the Parties to achieve the Goals;

"Joint Venture Agreement" means a legally binding agreement that the Parties may enter into to govern the Joint Venture.

"Joint Venture Board" means the body the Parties propose to establish as the governing body of the Joint Venture under the Joint Venture Agreement;

"Joint Venture Members" has the meaning given in paragraph (a) of clause 11 of this Heads of Understanding;

"Joint Venture Funds" means any funds attributed to or held by the Joint Venture at a particular time;

"Minister" means the Commonwealth Minister, from time to time, responsible for the science portfolio; and

"Parties" means AIMS and JCU.

2.2 Interpretation

Unless the context otherwise requires:

- (a) reference to a Party includes a reference to that Party, its successors and transferees:
- (b) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning;
- words importing the singular include the plural (and vice versa) and words denoting a given gender include the other gender;
- reference to pages, clauses, recitals, schedules and annexures shall be references to pages, clauses recitals, schedules and annexues of this Heads of Understanding; and
- (e) headings are for reference only and do not affect the interpretation of this Agreement.

3. Heads of Understanding is not legally binding

- (a) This Heads of Understanding sets out the current mutual understandings of the Parties in relation to certain matters concerning the Joint Venture.
- (b) The Parties enter into this Heads of Understanding as a preliminary step to entering into a legally binding agreement concerning the Joint Venture (the Joint Venture Agreement). The Parties propose that this Heads of Understanding will facilitate the drafting of the Joint Venture Agreement and the establishment of the Joint Venture.
- (c) This Heads of Understanding does not legally bind either Party. Nothing in this Heads of Understanding requires the Parties to proceed with the Joint Venture or to proceed with the Joint Venture on particular terms and conditions.

4. Parties to negotiate in good faith

- (a) The Parties will in good faith and in a timely manner enter into negotiations concerning the Joint Venture and particularly the terms of the Joint Venture Agreement. The Parties agree to use this Heads of Understanding as a framework for those negotiations, but recognise that there are matters not dealt with in this Heads of Understanding, such as the terms on which the Parties may withdraw from the Joint Venture, that will need to be included in the Joint Venture Agreement.
- (b) If matters relevant to the Joint Venture Agreement are not dealt with in this Heads of Understanding the Parties agree, where the Parties consider it appropriate, and after first consulting on the matter, to include in the Joint Venture Agreement similar provisions concerning such matters to those contained in the Arafura Timor Research Facility ANU-AIMS Agreement.

5. Goals

The proposed goals of the Joint Venture are to:

(a) improve the Parties' individual research capabilities and the research outputs and outcomes of both Parties;

- (b) improve research training opportunities for students;
- (c) enhance the reputations of both Parties;
- (d) maximise the Parties' capacity for collaboration on projects through, among other things, the sharing of research facilities, equipment and scientific personnel:
- (e) enable the Parties to undertake activities collectively which they could not have undertaken individually:
- improve the operating position of both Parties in terms of research infrastructure and research income:
- (g) create new areas of research expertise for the Parties, both individually and together; and
- (h) provide the Parties, their staff, and students with reciprocal benefits regarding improved research training, intellectual stimuli, research diversification and access to new research income streams.

6. Joint Venture Structure

- (a) The Parties propose that the Joint Venture will initially be unincorporated. The Parties recognise however that incorporation of the Joint Venture may be appropriate as the Joint Venture develops, or in the opinion of the parties the circumstances warrant this step.
- (b) The Parties propose that within two (2) years of the commencement of the Joint Venture Agreement, the Joint Venture Board will review the structure of the Joint Venture and determine whether it is appropriate for the Joint Venture to incorporate. Factors that the Joint Venture Board may consider in making this determination include:
 - (i) whether the Joint Venture needs to employ staff to maximise its potential;
 - (ii) the activities being undertaken by the Joint Venture;
 - (iii) the risks and liabilities being incurred by the Parties as part of the Joint Venture;
 - (iv) the appropriate ownership arrangements for assets, including intellectual property, relating to the Joint Venture;
 - (v) taxation issues associated with incorporation; and
 - (vi) any likely future growth of the Joint Venture.

7. Collaborations with other parties

After establishment of the Joint Venture the Parties propose that they will continue to be able to collaborate with third parties, provided that such collaboration does not adversely affect Joint Venture programs. This provision is intended to protect the viability of the Joint Venture, without unduly restricting the rights of either Party to undertake activities with others. To the extent that the parties cannot agree as to whether the collaboration will affect the Joint Venture Programs, that issue will be decided by a mediator appointed jointly by both parties.

8. Programs

8.1 General Principles

The Parties propose that the following principles will govern research programs undertaken by the joint venture:

- programs should be of sufficient size to confer benefits arising from the collaboration of resources by the Parties:
- (b) programs should endeavour to include at least 15 scientific personnel (such personnel may include students, or staff of a Party, involved in projects within the program);
- programs included in the Joint Venture should involve collaboration between the parties, and undertaking the programs as part of the Joint Venture should achieve one or more of the following:
 - (i) increase levels of research outputs;
 - (ii) increase the program's capacity to generate income; and
 - (iii) enhance the reputation of both Parties.
- (d) the Parties will develop a business plan for each program. Each business plan will, amongst other things, specify the research projects which the program will deliver. Business plans will be approved by the Joint Venture Board before being implemented.

8.2 Initial Programs

- (a) The Parties propose to initially undertake the following programs as part of the joint venture:
 - (i) an aquaculture program; and
 - (ii) a coastal processes and marine modelling program.
- (b) The Parties propose to develop a "marine biotechnology program" as part of the Joint Venture early in 2004.
- (c) The Parties agree to request that their staff with expertise relevant to each of the above programs collaboratively develop business plans for their area which identify projects which could be undertaken by the Joint Venture as part of the relevant program. The parties will engage a facilitator to ensure that business plan development for the programs indicated under (a) of this clause is completed by April 2004.
- (d) The Parties agree to consult on other programs that the Joint Venture should undertake with a view to including those programs as part of Joint Venture activities before the end of 2004.

9. Governance

(a) The Parties propose that the Joint Venture will be governed by a Joint Venture Board comprising the following five (5) persons:



- (i) two representatives of AIMS;
- (ii) two representatives of JCU; and
- (iii) an independent chairperson (not being an employee or other representative of either Party) chosen by the unanimous agreement of the other four Joint Venture Board members.
- (b) In selecting an independent chairperson the other four Joint Venture Board members will consult with the Minister.
- (c) The Parties propose that the role and functions of the Joint Venture Board will, among other things, be to:
 - (i) establish advisory bodies and committees as it sees necessary;
 - (ii) approve Joint Venture Members;
 - (iii) conduct a review of the structure of the Joint Venture as provided for by paragraph (b) of clause 6 of this Heads of Understanding;
 - (iv) oversee the expenditure of Joint Venture Funds;
 - (v) determine the location and management (and if relevant ownership) of assets purchased with Joint Venture Funds;
 - (vi) set the policy and strategic focus of the Joint Venture;
 - (vii) on the advice of a working group it establishes for the purpose, determine the occupational health and safety operating rules for members of the joint venture;
 - (viii) assist in the resolution of disputes between the Parties relating to the Joint Venture;
 - (ix) approve business plans for the Joint Venture;
 - (x) approve the activities, programs and projects to be undertaken by the Joint Venture:
 - (xi) approve the Joint Venture's budget, financial accountability framework and persons to have power to incur Joint Venture expenses;
 - (xii) set the parameters for commercialisation of intellectual property arising out of the Joint Venture: and
 - (xiii) evaluate the progress and success of the Joint Venture and the activities undertaken as part of the Joint Venture.
- (d) The Parties propose that the Joint Venture will be coordinated by an Executive Officer who will be appointed by a majority decision of the Joint Venture Board.
- (e) The Parties propose that the Executive Officer will be responsible for:

the coordination of Joint Venture programs and the day to day management of Joint Venture activities;

(i) management of Joint Venture Funds;

- (ii) reporting to the Joint Venture Board on matters concerning the Joint Venture as directed by the Joint Venture Board and including providing financial reports on the Joint Venture:
- (iii) undertaking such other activities and work as is directed by the Joint Venture Board.

10. Financial Matters

- (a) The Parties agree to in good faith negotiate on matters concerning the receipt. investment, management, banking of Joint Venture Funds and concerning other matters relevant to the financial management and income of the Joint Venture and detail such matters in the Joint Venture Agreement.
- (b) Income to the Joint Venture may include, but is not restricted to:
 - (i) research grants from external agencies or from the Parties to support Joint Venture activities;
 - (ii) consultancy earnings; and
 - (iii) tuition fees paid by, or on behalf of student members of the Joint Venture.
- (c) The Joint Venture will reimburse the Parties for the costs they incur in generating Joint Venture income, including the costs of member salaries, as determined by the Joint Venture Board.

11. Personnel

- (a) The Parties propose that the "members" of the Joint Venture will be those students and those staff of AIMS and JCU approved by the Joint Venture Board to participate in Joint Venture programs and projects ("Joint Venture Members"). The Parties propose that the Board will keep a running written list of approved Joint Venture Members.
- (b) The Parties propose that most Joint Venture Members will undertake the majority of their research involved in Joint Venture programs and projects. Particularly the Parties propose that scientific staff of JCU and AIMS that are Joint Venture Members will spend at least fifty (50) per cent of their research activity working on projects within Joint Venture programs.
- (c) The Parties propose that Joint Venture Members will be specifically affiliated with one or more Joint Venture programs and projects.
- (d) The Parties acknowledge that AIMS's staff who are Joint Venture Members may, subject to the same qualifications and conditions as apply to JCU staff, act as the primary supervisors of JCU research students, and in that role will adhere to any JCU policies regarding student supervision.
- (e) The Parties propose that they will remain responsible for the day to day management of their staff and students that are Joint Venture Members.
- (f) Each Party proposes to contribute approximately the same number of staff (measured on a full time equivalent basis) to the Joint Venture.

- (g) Each Party proposes to contribute approximately the same proportion of PhD-qualified Joint Venture Members to the Joint Venture.
- (h) The Parties will continue to use their own performance management protocols for Joint Venture Members that they employ or otherwise directly engage. However, the Parties will specify performance criteria for such persons which cover their commitment to the Joint Venture.
- (i) The Parties agree that Joint Venture research students will be supervised according to JCU rules.

12. Intellectual Property

The Parties agree to in good faith formulate and detail intellectual property policies covering the activities of the Joint Venture as part of the Joint Venture. These intellectual property policies should include the framework for:

- (a) ownership of Joint Venture Intellectual Property,
- (b) protective mechanisms, including patents and confidentiality arrangements,
- (c) management strategies for Joint Venture intellectual property,
- (d) transfer options and commercialization, and
- (e) publication policies.

13. Joint Venture Infrastructure

- (a) Subject to the next paragraph, the Parties propose that facilities, resources and infrastructure ("Infrastructure") of each Party will be made available to the Joint Venture in a transparent way that facilitates cooperation between the Parties.
- (b) The Parties may provide in the Joint Venture Agreement or otherwise by written agreement that particular Infrastructure of either Party is expressly excluded from use by the Joint Venture.
- (c) Each Party will continue to own, manage and operate its own Infrastructure, whether or not such Infrastructure is used by the Joint Venture.
- (d) The Parties acknowledge that Infrastructure may need to be used by a Party independently of the Joint Venture. However, the Parties propose that Joint Venture Members will be given access to that Infrastructure at a level equal to the access given to other staff of AIMS and other staff or students of JCU. Generally Joint Venture Members will be subject to the same operational rules and regulations governing Infrastructure access as apply to other staff and students of the Party responsible for that Infrastructure.
- (e) In the event that circumstances require a Party to restrict access to its Infrastructure (for example for legal reasons or as a result of an accident) that Party will apply any such restrictions equally to Joint Venture Members as to its own staff and students that are not Joint Venture Members.
- (f) The Joint Venture Board will determine the location and management (and if relevant ownership) of assets purchased with Joint Venture Funds on a case by case basis based on the best interests of the Joint Venture.



(g) Each Party may grant staff or students which are not Joint Venture Members access to its own Infrastructure on a case by case basis but, subject to any existing arrangements between the Parties, is not obliged to do so.

14. Risk

The Parties agree to in good faith negotiate on matters concerning the risks of the Parties in engaging in the Joint Venture and to detail such matters in the Joint Venture Agreement. In particular the Parties agree to negotiate an indemnity regime suitable to both parties concerning their participation in the Joint Venture, and including their contribution of resources to the Joint Venture, and to detail such an indemnity regime in the Joint Venture Agreement.

15. Term and Variation

- (a) This Heads of Understanding commences on signing of the Heads of Understanding by both Parties and will continue until the Parties execute the Joint Venture Agreement, agree not to proceed with the Joint Venture, otherwise agree to end this Heads of Understanding, or until June 30th 2004, whichever is the earlier.
- (b) The Parties may vary this Heads of Understanding by written agreement.

THIS AGREEMENT is made on the 5th day of Dec SIGNED for and on behalf of:	tember 2003)
James Cook University	Australian Institute of Marine Science
Miliano Balla	SET Hall
Bernard Moulden	Stephen Hall
Vice Chancellor	Director
James Cook University	Australian Institute of Marine Science
In the Presence of:	In the Presence of:

WITNESS

WITNESS

Full name and occupation or profession of witness (Please print)

Full name and occupation or profession of witness (Please print)

ELIENBETH AND NOSCOUTHY Confrant Virte

Question

On 18 February, Senator Carr asked the ARC to provide him with the cost of an assessment, undertaken by The Australian National University, of the impact of ARC-funded research.

Answer

The ARC and the National Health and Medical Research Council (NHMRC) commissioned the Research Evaluation and Policy Project (REPP) unit at The Australian National University to conduct an analysis of the impact of research funded by both agencies.

The total cost of the study was \$157,324.75. The cost of the study was shared equally by the ARC and the NHMRC.

Question:

Senator Carr asked if the ARC could provide on notice details of the two contracts for Splash Media, appearing at page 226 of the 2002-03 Annual Report.

Answer:

The two contracts appearing on page 226 of the Annual Report relate to services provided in 2002.

The first contract shows expenditure of \$32,274. This contract covered a range of services. The services were to organise a media strategy and event at The Australian National University to present the teleportation project and research team and to arrange national and international media coverage; organise the announcement of the ARC research grants for 2003; organise the launch for the national survey of research commercialisation; and organise the public release of the ARC submission to the Higher Education Review.

The second contract of \$11,264 covered the promotion of the ARC Federation Fellowships, associated media releases and feature article drafts.

SUPPLEMENTARY INFORMATION ON THE CONTRACT BETWEEN DEST AND SPRING CONSULTING SERVICES PTY LTD FOR SENATE ESTIMATES **18 FEBRUARY 2004**

Contract

Contract Held With:

Spring Consulting Services Pty Ltd

Contract Start Date:

12 May 2003

Contract Completion Date: 30 June 2004

Notional Contract Cost:

\$227,273 (GST exclusive) 12 May 2003 to 30 June 2004

What is the Consultant's personal remuneration from this contract?

Answer

- > Remuneration for the consultant is set at \$9,500 (GST exclusive) per month, approximately \$792 (GST exclusive) per day based on a three day week
- > Expenditure to 13 February 2004 for the Consultant = \$85,500 (GST exclusive) which is nine monthly payments of \$9,500

What is the money for the contract spent on?

Answer

- > Expenditure to date is \$147,261 (GST exclusive), broken-down as follows:
 - Remuneration for the Consultant \$85,550 (GST exclusive)
 - Travel and accommodation costs \$ 19,990 (GST exclusive)
 - Reimbursement of Allowances \$ 6,108 (GST exclusive)
 - Program and review costs \$ 35,663 (GST exclusive)

Yabled ou

Guideline Development

Guidelines under the higher education acts which are made by the Minister or, in the case of the Tax File Number Guidelines, the Commissioner of Taxation.

HESA Guideline Requirements

		Relevant Section	Stage of	Due For Sector	Anticipated	Guidelines
Guidelines	Component	of the Act	Development	Comment	Tabling Date	Required By
	Higher Education Provider Guidelines			End February 2004	March 2004	May 2004
	Tuition assurance requirements	(16-30)	In Progress	End February 2004	March 2004	May 2004
	Review Procedures	(19-45)	In Progress	End February 2004	March 2004	May 2004
Higher Education	HEP approval process	(16-50)	In Progress	End February 2004	March 2004	May 2004
	Grievance procedures	(19-45)	In Progress	End February 2004	March 2004	May 2004
	Procedures relating to Personal Information	(19-60)	In Progress	End February 2004	March 2004	May 2004
	Revocation of HEP Status	(22-15)	Not required	End February 2004	March 2004	May 2004
						-
Commonwealth Grant Scheme Guidelines	Commonwealth Grant Scheme Guidelines			Late February 2004	March 2004	July 2004
	Other Higher Education Providers	(30-1)	Draft Complete	Late February 2004	March 2004	July 2004
	Funding Clusters	(33-35)	Draft Complete	Late February 2004	March 2004	July 2004
	National Priorities	(30-20)	Draft Complete	Late February 2004	March 2004	July 2004
	Regional loading	(33-5)	Draft Complete	Late February 2004	March 2004	July 2004
	Minimum Tuition Fees	(36-35)	Draft Complete	Late February 2004	March 2004	July 2004
	Medical loading	(33-5)	Draft Complete	Late February	March 2004	July 2004

·									 ,									
Guidelines Required By	July 2004	July 2004	July 2004	July 2004	July 2004	July 2004	July 2004	July 2004	June 2004 to July 2005	July 2004	October 2004	November 2004	June 2004	December 2004	December 2004	December 2004	December 2004	December 2004
Anticipated Tabling Date	March 2004	March 2004	March 2004	March 2004	March 2004	March 2004	March 2004	March 2004	April 2004 -	April 2004	August 2004	August 2004	May 2004	End 2004	April 2004	October 2004	October 2004	October 2004
Due For Sector Comment	Late February 2004	Late February 2004	Late February 2004	Late February 2004	Late February 2004	Late February 2004	Late February 2004	Late February 2004	March to July 2004	Mid February 2004	Mid March 2004	May 2004	Mid April 2004	Mid July 2004	N/A	June/July	June/July	June/July
Stage of Development	Draft Complete	Draft Complete	Draft Complete	Draft Complete	Draft Complete	Draft Complete	Draft Complete	Draft Complete		Draft Complete	In progress	In progress	In progress	Commencing Shortly	N/A	Commencing Shortly	Commencing Shortly	Commencing Shortly
Relevant Section of the Act	(33-15)	(36-70)	(33-20)	(36-35)	(33-40)	(36-70)	(238-10)	(19-105)		Division 41	Division 41	Division 41	Division 41	Division 41	41-10	Division 41	Division 41	Division 41
Component	National Governance Protocols and Workplace Relations practices	Determining the Funding Clusters	Adjustments to Basic Grant amounts	Clarification of the 65% rule	Special Purpose Advances	Additional Conditions of Grant	Enabling Courses	Overseas Fee Paying Students	Other Grants Guidelines	Superannuation Programme	Indigenous Support Fund	Higher Education Equity Programme	Collaboration and Structural Reform Fund	Workplace Productivity Programme	National Institutes	Research Training Scheme	Institutional Grants Scheme	Research Infrastructure Block Grants
Guidelines									Other Grants Guidelines									

Guidelines	Component	Relevant Section of the Act	Stage of Development	Due For Sector Comment	Anticipated Tabling Date	Guidelines Required By
	Disabilities Programme	Division 41	Draft Complete	Mid May 2004	August 2004	November 2004
	Capital Development Pool	Division 41	Draft Complete	End July	October 2004	April 2005
	Systemic Infrastructure	Division 41	Draft Complete	Mid June	August 2004	December 2004
	Commonwealth Scholarship Guidelines			N/A	February 2004	February 2004
	Commonwealth Learning Scholarships Programme	Division 46	Draft Complete	N/A	February 2004	February 2004
Commonwealth	Accommodation Scholarships	Division 46	Draft Complete	N/A	February 2004	February 2004
Scholarship Guidelines	Australian Postgraduate Awards	Division 46	Draft Complete	N/A	February 2004	February 2004
	International Postgraduate Research Scholarshins	Division 46	Draft Complete	N/A	February 2004	February 2004
	Indigenous Staff Scholarships	Division 46	Draft Complete	N/A	February 2004	February 2004
Commonwealth Scholarship Guidelines (to be	Commonwealth Scholarship Guidelines			May 2004	August 2004	February 2005
	Commonwealth Learning Scholarships Programme	Division 46		May 2004	August 2004	February 2005
	Accommodation Scholarships	Division 46		May 2004	August 2004	February 2005
	Australian Postgraduate Awards	Division 46		May 2004	August 2004	February 2005
	International Postgraduate Research Scholarships	Division 46		May 2004	August 2004	February 2005
	Indigenous Staff Scholarships	Division 46		May 2004	August 2004	February 2005
Reduction and		(54-5)	In progress	End March 2004	October 2004	December 2004

Guidelines	Component	Relevant Section of the Act	Stage of Development	Due For Sector Comment	Anticipated Tabling Date	Guidelines Required By
		(57-5)				
	Student Learning Entitlement			End March 2004	May 2004	July 2004
Student Learning	Calculation of EFTSL values	(73-15)	Draft Complete	March 2004	May 2004	July 2004
Entitlement Guidelines	Additional SLE	(73-20)	In progress	March 2004	May 2004	July 2004
	Re-crediting SLE (special circumstances)	(2-6L)	In progress	March 2004	May 2004	July 2004
HECCHELP		6	7-14	Not rounited	Not required	Not required
Guidelines		(c-/8)	nor reduned	namhai iori	nombariou	- Paragraphic
	General Requirements	(101-5)	Not required	End March 2004	May 2004	July 2004
FEE-HELP Guidelines	Bridging courses for overseas trained professionals	Subdivision 104-C	Draft Complete	End March 2004	May 2004	July 2004
OS-HELP Guidelines		Division 115	In progress	End March 2004	May 2004	June 2004
	Administration Guidelines			Late February 2004	Late March 2004	April 2004
	Notices to students	(169-5)	In progress	Late February 2004	Late March 2004	April 2004
Administration	Publication requirements for census dates	(169-25)	In progress	Late February 2004	Late March 2004	April 2004
Guidelines	Electronic Communications	Division 174	Draft Complete	Late February 2004	Late March 2004	April 2004
	Work Experience in Industry	(169-20)	In progress	Late February 2004	Late March 2004	April 2004
	Evenution Scholarchine	(169-20)	Not required	Late February	Late March 2004	April 2004

Guidelines	Component	Relevant Section of the Act	Stage of Development	Due For Sector Comment	Anticipated Tabling Date	Guidelines Required By
Tax File Number Guidelines		(187-1) (193-5)	Final	Gazettal: October 2004		December 2004

Consequential and Transitional Guideline Requirements

HECS Transitional Guidelines	Schedule 1, part 1	In progress	March 2004	May 2004	June 2004
PELS Transitional Guidelines	Schedule 1, Part 2 - Item 8	In progress	March 2004	May 2004	June 2004

State-by-State summary of new places under the HESA and overenrolled places to be phased out with new medicine and nursing places

State-by-State summary of new places under the HESA and overenrolled places to be pliased out	w places t	inder the H	ESA and over	enroned p	laces to be pilasi	ad out					
with new medicine and nursin	nursing places						0.6337 0	0.358974 0	0.153846	- COLUMN 1	
							tained over	enrolment s	Refained overenrolment above 105% (Z)	(Z)	
Ľ	ully Funder E	nrolments O	Fully Funder Enrolments Over/ Under Enrolment	nent, 5% c	5% of target Over/under 105%	105% EFTell	2005		2007 EFTS:I	EFTSII	
	타양	16	ET 130	, o,	EF100	200		1.485	180) C	
NSW/ACT	130,525	143,765	13,240	10.1	180,0	0,04	7, 1	1,11	7 613	0 00	
Additional places (pipelined)	:						3,232 R03	9,70	1253	2,452	
NSW NET POSITION (EFTSU) - NO	ot including N	redicine and	SU) - Not including Medicine and ruising places				331	483	625	647	
Additional medicine and nursing places NSW NET POSITION (EFTSU)	seo						1,224	1,140	1,878	3,099	
			,	į	•	3	1	c	c	c	
Victoria	98,650	103,636	4,986	5.1	4,9/5	=	- 0	2 6	1086	2 340	
Additional places (pipelined)	;						900 878	403	1,900	2 338	
VIC NET POSITION (EFTSU) - Not including Medicine and Nursing places	including Me	edicine and N	ursing places				117	165	209	237	
Additional medicine and nursing places VIC NET POSITION (EFTSU)	sea						972	1,658	2,185	2,575	
				1		ç	7	ç	c	c	
Queensland	78,225	82,519	4,294	5.5	4,026	007	2303	4 030	5.326	6.297	
Additional places (pipelined)	M society desired	d but outoibo	acoela paison				2,205	3.793	5,058	6,030	
QLD NET POSITION (EF150) - Not including interiorie and including praces	it including iv	edicine and	ruisilig places				225	323	415	434	
Additional medicine and fluising pra QLD NET POSITION (EFTSU)	s D						2,430	4,116	5,473	6,464	
	30.05	41 612	2 607	6.7	2.027	280	367	111	7	0	
Western Australia	29,000	410,14	F. 00	ŝ	1,01		1,541	2,697	3,564	4,214	
Additional places (pipelined) WA NET POSITION (EFTSU) - Not including Medicine and Nursing places	including Me	edicine and N	ursing places				1,329	2,228	2,985	3,634	
Additional medicine and nursing places	ces						214	301	379	433	
WA NET POSITION (EFTSU)							1,543	2,529	3,364	4,067	
	20.045	21 023	2 008	R 7	1 523	485	308	103	10	0	
South Australia Additional places (pipelined)	010'07	240,10	200,14	ŝ	1		538	942	1,244	1,471	
Additional places (pipelines) SA NET POSITION (FFTSIJ) - Not including Medicine and Nursing places	includina Me	dicine and No	ursing places				360	529	769	986	
Additional medicine and nursing places	aces		• •				72	\$	132	139	
SA NET POSITION (EFTSU)							432	993	904	1,125	
		0	700	c		700	c	C	c	0	
Tasmania	9,175	9,358	183	7.0	7.74	107-	367	640	849	1.004	
Additional places (pipelined)	. I maile share it	d but enjoyed	Aureion places				99	936	1,143	1,298	
AS NET POSITION (EF130) - Not including medicine and musing praces)(III Cidallig iv		tuising piaces				78	113	147	177	
Additional inedictive and fluishing praces TAS NET POSITION (EFTSU)	200						739	1,049	1,290	1,475	
				•	Ç	Ĉ	c	c	c	c	
Northern Territory	3,070	3,206	136	4.4	40	07-	200	350	463	547	
Additional places (pipelined) NT NET POSITION (FETSL)							228	378	490	574	
										(
Australian Catholic University	6,395	6,842	447	7.0	320	127	8	53	4	0	
TOTAL (1)	394,960	422,861	27,901	7.1	20,203	7,698	4,878	1,629	159	0	
Additional places (pipelined)	-						9,100	15,925	21,044	24,883	
AUST NET POSITION (EFTSU) - Not including Medicine and Nursing places	Not including	Medicine and	d Nursing places				6,280	9,856	13,504	7,185	
Additional medicine and nursing pla	aces			计算机器 原			1,037	1,409	016,1	100,7	
AUST NET POSITION (EFTSU)							7,317	11,345	18,214	25,952	

Medical places are subject to annual variation between States and Territories, as determined by Dept of Health and Ageing (1) based on preliminary 2003 over-enrolments (2) Only places above 5% overenrolment have been phased out (3) Over enrolment for NSW includes 3,011 EFTSU for CSU Police places