

Employment, Workplace Relations and Education Legislation Committee

Budget Estimates 2003-2004 (supplementary hearings)

5 – 6 November 2003

Tabled documents and correspondence received:
Education, Science and Training portfolio

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MINISTER FOR EMPLOYMENT AND TRAINING

AND

FUNDING AND PERFORMANCE AGREEMENT
FOR
WESTERN AUSTRALIAN BUILDERS
LABOURERS, PAINTERS, AND PLASTERS UNION OF WORKERS
CONSTRUCTION TRAINING CENTRE

CROWN SOLICITOR'S OFFICE
COMMERCIAL AND CONVEYANCING SECTION
PERTH

August 1998

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THIS AGREEMENT is made on the xxth day of XXXX 1998
BETWEEN:

THE HONOURABLE GRAHAM KIERATH, MLA, Minister for Employment
 and Training a body corporate constituted under Section 7 of the Act (hereinafter called
 "the Grantor") of the one part

AND

Mr K N Reynolds Secretary Western Australian Builders Labourers,
 Painters, and Plasters Union of Workers

in the said State (hereinafter called "the Grantee") of the other part.

WHEREAS:

- A. The Australian National Training Authority makes funding available to private industry training providers for the purpose of providing infrastructure pursuant to the Skill Centre Component of the National Infrastructure Program.
- B. Western Australian Department of Training administers the funding and performance of projects undertaken by grantees in the State of Western Australia under the Skill Centre Component of the National Infrastructure Program.
- C. The Grantee has successfully applied for a grant under the Skill Centre Component of the National Infrastructure Program and has agreed to enter into this funding and performance agreement with the Grantor on the terms and conditions contained herein.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION
1.1. Definitions

In this Agreement unless the contrary intention appears:

"Act" means the Vocational Education and Training Act 1996

"Agreement" means this Funding and Performance Agreement;

"ANTA" means the Australian National Training Authority set up under the
Australian National Training Authority Act 1992;

"Application" means the Grantee's application for funding under the Skill Centre Component of the National Infrastructure Program annexed hereto and marked with the letter "A";

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"Event of Default" means an event of default as described in clause 12;

"Grant" means the funding agreed to be provided to the Grantee by ANTA under the Skill Centre Component of the National Infrastructure Program;

"Party" means a party to this Agreement;

"Project" means the project referred to in the Application for which the Grantee has applied for funds under the Skill Centre Component of the National Infrastructure Program;

"Records" means any material including but not limited to files books documents equipment information and data of any nature stored by any means concerning the Grant or the Grantee's performance hereunder;

"Skill Centre Component of the National Infrastructure Program" means the program set up by the Commonwealth of Australia under which industry is invited to participate in the establishment and operation of training facilities known as skill centres;

"State" means the State of Western Australia;

"Training" means training of students as described in Schedule 3 carried out by the Grantee using the facilities which were created or purchased in whole or in part with the assistance of the Grant;

"WADT" means the Western Australian Department of Training which administers this Agreement for and on behalf of the Grantor.

1.2. Interpretation

In this Agreement unless the contrary intention appears:

- (a) clause headings are inserted for ease of reference only and shall not be deemed to be part of or used as an aid to interpretation;
- (b) words importing the singular shall include the plural and vice versa, words importing a gender shall include other genders;
- (c) reference to a person shall be construed as a reference to an individual, firm, body corporate or other entity (whether incorporated or not) and where a position is nominated to the individual occupying that position;
- (d) references to a Schedule are references to a Schedule to this Agreement which forms part of this Agreement;
- (e) where words in this Agreement conflict with words in the Application they shall have the meaning given to them in this Agreement;

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- (f) reference to a party to this Agreement includes a reference to its successors and permitted assigns;
- (g) reference to a statute shall be construed as including all statutory provisions consolidating amending or replacing the statute referred to and all regulations rules by-laws proclamations orders and other authorities pursuant to the statute; and
- (h) the word "clause" means a clause or subclause of this Agreement.

2. TERM

The Term of this Agreement shall be the period required for completion of the Project plus five (5) years.

3. PROJECT GRANT AND TRAINING

- 3.1 The Grantee hereby undertakes to carry out the Project as set out and described in the Application and in accordance with the provisions of Schedule 1 of this Agreement. To the extent there is any inconsistency between the provisions of the Application and the provisions of this Agreement, this Agreement shall prevail.
- 3.2 Subject to the provisions of this Agreement the Grantor agrees to make available to the Grantee the Grant at the times and according to the provisions set out in Schedule 2.
- 3.3 In the event the Grantee wishes to change either the type or level of training provided by it, then it shall first advise the Grantor.
- 3.4 The Grantee shall from the completion of the Project throughout the balance of the Term provide Training of the type and to the level set out in Schedule 3.
- 3.5 The Parties agree that WADT shall administer this Agreement and be responsible for payments of the Grant to and monitoring the performance of the Grantee.
- 3.6 If at any time before completion the Grantee ceases work on the Project or if at any time during the Term the Grantee ceases to operate as a training provider then the Grantee shall give notice thereof to WADT within seven (7) days of such cessation.

4. REPRESENTATIONS AND WARRANTIES

The Grantee represents and warrants that :

- (a) it is a validly constituted corporation and has power under its constitution or memorandum and articles of association as the case may be to enter into this Agreement;

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- (b) it is duly authorised to enter into this Agreement and has the power to bind itself to carry out obligations hereunder and to conduct business in the State and so far as is relevant in any other State or Territory of the Commonwealth of Australia;
- (c) all authorisations registrations consents approvals licences and permits which are or will be required in connection with its performance hereunder and carrying out of the Project have been or will be obtained or effected and are or will be in force and effect as necessary;
- (d) its officers employees agents and sub-contractors are conscientious and efficient and are capable of carrying out the Project in a competent and expeditious manner;
- (e) there is no litigation arbitration or administrative proceedings currently taking place pending or threatened against it which could have a materially adverse effect on its ability to perform under this Agreement;
- (f) it is unaware of any act matter thing or circumstance by reason of which it would be unable to perform any obligation arising out of this Agreement;
- (g) it has after reasonable inquiry and investigation fully disclosed to the Grantor all information which could reasonably be regarded as affecting in any way the Grantor's decision to enter into this Agreement; and
- (h) this Agreement and performance hereunder in the reasonable contemplation of the Parties does not, as far as the grantee is aware, violate any law regulation or government order or decree or any consent registration approval licence or permit or any agreement order or award binding upon the Grantee.

5. COVENANTS

The Grantee covenants and agrees that it shall:

- (a) at all times duly perform and observe its obligations arising out of or in connection with this Agreement and shall promptly inform the Grantor of any occurrence which might materially adversely affect its ability to perform;
- (b) immediately notify the Grantor of a pending or threatened occurrence or any event which may, in the grantee's reasonable belief, cause or constitute a breach of any representation warranty or covenant made in this Agreement;

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- (c) conduct its business with integrity and probity shall operate under a code of practice appropriate to good corporate governance practices and maintain the involvement of external auditors to monitor and review its procedures;
- (d) comply with all local State and Commonwealth laws rules regulations and by-laws;
- (e) during the Term cooperate fully with WADT in respect of administration of this Agreement and the overseeing by WADT of the Project and the Training; and
- (f) provide the Grantor in writing with a copy of any amendment to its constitution or memorandum or articles of association or changes to the membership of its board or management committee as the case may be within thirty (30) days of the date of such amendment or change.

6. CONFLICT OF INTEREST

- 6.1 The Grantee warrants that at the date of execution of this Agreement no conflict of interest direct or indirect exists or is likely to arise, that the grantee is reasonably aware of, with respect to the performance of its obligations under this Agreement.
- 6.2 The Grantee undertakes to notify WADT immediately in writing if during the Term a conflict a risk of conflict or reasonable grounds for perception of conflict of interest arises with respect to the performance of its obligations under this Agreement.
- 6.3 The Grantee shall use its reasonable endeavours to ensure that none of its officers employees agents or sub-contractors during the Term engage in any activity or obtain any interest which is in conflict with the undertakings of the Grantee under this Agreement.
- 6.4 The Grantee shall immediately give WADT notice upon learning of any such activity or upon such conflict risk of conflict or reasonable grounds for perception of conflict of interest coming to the attention of the Grantee.

7. RECORDS AND REPORTS

- 7.1 The Grantee shall keep such Records of the Project and the Training as are stipulated in Schedule 4.

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- 7.2 The Grantee shall provide to WADT the reports stipulated in Schedule 4 at such times as are provided therein.
- 7.3 Upon receipt of reasonable notice the Grantee shall permit WADT to inspect the site of the Project and the Records referred to in clause 7.1.
- 7.4 Upon receipt of reasonable notice the Grantee shall at the cost of the Grantee provide to WADT copies of such Records referred to in clause 7.1 as are requested by WADT.
- 7.5 The Grantee shall supply to WADT such information in writing concerning the Project and the Training as is requested and such information shall comply with the Australian Vocational Education and Training Management Information Statistical Standard.

8. **INSURANCE**

The Grantee shall effect and maintain with reputable and substantial underwriters insurance as specified in Schedule 5 and if requested shall provide to WADT a copy of the policies and all receipts for payment of premiums.

9. **SECURITY**

- 9.1 At the request of the Grantor the Grantee shall at any time provide to the Grantor such security as the Grantor in its reasonable opinion seems necessary to secure the Grant and performance hereunder by the Grantee.
- 9.2 The Grantee shall at the request of the Grantor do all things and execute all documents necessary to create or to perfect such security and shall pay all stamp duties thereon and all registration fees thereof.

10. **INDEMNITY**

- 10.1 The Grantee hereby indemnifies and undertakes to keep indemnified the Grantor, WADT, their employees, agents and sub-contractors against all actions, suits, proceedings, claims and demands whatsoever which are brought, made or prosecuted against them or any of them by any person or persons with respect to or consequential upon directly or indirectly the Project or the carrying out or implementing thereof or the Training and such indemnity shall include all costs, damages and expenses incurred by them or any of them in defending or settling any such action, suit, proceeding, claim or demand.
- 10.2 This indemnity shall survive termination or expiration of this Agreement.

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11. AUDIT

- 11.1 The Grantee shall provide to WADT within sixty (60) days of receipt of the final instalment of the Grant or the completion of the Project whichever is sooner an audited financial statement of the Project.
- 11.2 The audit shall be carried out at the expense of the Grantee by an independent member of the Institute of Chartered Accountants in Australia or of the Australian Society of Certified Practising Accountants.
- 11.3 The audit shall provide details of the Grant and its expenditure together with such other information as is stated in Schedule 6.

12. EVENTS OF DEFAULT

12.1 The following shall be Events of Default:

- (a) where the Grantee uses part or all of the Grant otherwise than in accordance with this Agreement;
- (b) where any representation or warranty made by the Grantee in this Agreement ceases to be true and correct;
- (c) where the Grantee is in breach of any obligation or covenant on the Grantee's part to be performed or observed under this Agreement;
- (d) where during the Term the Grantee becomes subject to a conflict of interest;
- (e) where the holder of a security over any asset of the Grantee's enforces any right of execution against property under that security;
- (f) where any execution or other lawful process in an amount exceeding \$50,000 is levied upon or issued against any property of the Grantee;
- (g) where during the Term the Grantee becomes subject to any form of insolvency administration;
- (h) where the Grantee abandons the Project or ceases to conduct the Training.
- (i) where the Grantee is dissolved or wound up or an order is made or a resolution is passed to either effect for any purpose other than reconstruction in accordance with a scheme first approved in writing by the Grantor;

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12.2 Upon the occurrence of an Event of Default the Grantor may do either or both of the following:

- (a) suspend indefinitely payment of any unpaid instalment of the Grant;
- (b) by notice require the Grantee to remedy the breach within thirty (30) days of the date of the notice.

12.3 Where the Grantor issues a notice under clause 12.2(b) and the Grantee fails to remedy the breach within thirty (30) days of the date of the notice of the Grantor may terminate this Agreement and at the Grantor's discretion require repayment of the Grant or any part thereof as the Grantor sees fit.

12.4 If the Grantor requires repayment of the Grant or any part thereof, the amount outstanding shall be a debt due and owing to the Grantor and recoverable as such.

13. DISPUTE RESOLUTION

13.1 If there is a dispute with respect to any aspect of the Grant then either Party may give the other Party notice of the dispute ("dispute notice") and the Parties shall endeavour to resolve the dispute between themselves as expeditiously as possible.

13.2 If the Parties have not resolved the dispute within twenty one (21) days of receipt of the dispute notice by the receiving Party then the Parties shall convene a meeting within a further period of fourteen (14) days in an endeavour to resolve the dispute ("the meeting").

13.3 The meeting shall be held at the premises of the Department and shall be attended by representatives of the respective Parties who have authority to make binding decisions on behalf of the respective Parties.

13.4 The Parties shall use their best endeavours at the meeting in a spirit of cooperaton to resolve all aspects of the dispute.

13.5 Notwithstanding the existence of a dispute the Grantee shall continue to perform its obligations under this Agreement.

14. PROMOTIONAL PROTOCOLS

The Grantee shall comply with all promotional protocols stipulated by WADT at any time and from time to time with respect to the Grant the Project and the Training.

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15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all prior representations agreements statements and understandings whether oral or in writing.

16. VARIATION

Any variation to this Agreement shall be ineffective unless it is in writing and signed by each of the Parties.

17. APPLICABLE LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws for the time being in force in the State and each Party irrevocably submits to the non-exclusive jurisdiction of the courts and tribunals of the State and further irrevocably waives any objection which it may now or hereafter have to the laying of venue of any action suit or proceeding relating in any way to this Agreement brought in the courts of the State or any claim that such action suit or proceeding is brought in an inconvenient form.

18. RELATIONSHIP OF PARTIES

The Parties acknowledge and agree that they are entering into this Agreement as independent contractors and that nothing in this Agreement may be construed to make either Party a partner agent employee or joint venturer of the other.

19. FURTHER ASSURANCES

The Grantee shall do sign execute and cause to be done signed and executed all acts deeds documents and things as may reasonably be required by the Grantor so as to carry out and give effect to this Agreement or perfect or protect the rights of the Grantor pursuant to this Agreement.

20. SEVERABILITY

If any term of this Agreement or any part of any term is illegal invalid or unenforceable in accordance with its terms all other terms or parts thereof which are self-sustaining and capable of separate enforcement without regard to the illegal invalid or unenforceable term or part thereof are or will continue to be valid and enforceable in accordance with their terms.

21. NOTICES

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Notices under this Agreement shall be in writing and may be delivered by prepaid post by hand or by facsimile transmission to the other Party at the addresses set out in Schedule 7 or such addresses as the Party may specify by notice to the other from time to time. Notices shall be deemed to be received:

- (a) two (2) days after deposit in the mail with postage prepaid;
- (b) immediately upon delivery by hand; or
- (c) immediately upon an apparently successful transmission being noted in writing by the sender's facsimile transmitter.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date and year first above written.

SIGNED by THE HONOURABLE)
GRAHAM KIERATH)
MINISTER FOR EMPLOYMENT AND TRAINING)

in the presence of:)

_____ Witness

SIGNED by
IAN C HILL
Chief Executive of WADT
By authority delegated under
Section 7 of the Act in the presence of:

_____ Witness

SIGNED by KN Reynolds
Secretary
Western Australian Builders Labourers, Painters, and Plasters Union of
Workers.

in the presence of:)

_____ Witness

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SCHEDULE 1

THE PROJECT

(Clause 3.1)

The Grant is a once only grant of \$996,561 towards an estimated total cost of \$2,496,561 provided solely for expenditure in accordance with the specifications set out in the Application, dated September 1997, and for the purposes of;

1. The acquisition of, and building modification to, 103 Radium St Welshpool to maximise its effectiveness as a training facility as a WA Builders Labourers, Painters, and Plasters Union of Workers' Construction Skills Centre.
2. The purchase of the necessary plant, teaching, support, building infrastructure and associated equipment to maximise the benefits to the training centre.

The Grant must be expended in accordance with the Schedule unless written approval is given by WADT to vary the purposes prescribed, the Project as described in the Application or Project timetable.

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SCHEDULE 2

THE GRANT

(Clause 3.2)

The Grant shall be the sum of \$996,561 and will be paid:

1. To the value of goods and services purchased in accordance with the specifications set out in the application for funding (Attachment A) and in order to achieve the purposes prescribed in Schedule 1;
2. By instalment, the first instalment being paid 30 days after the signature of this Agreement by all relevant parties with subsequent payments subject to the provision of evidence of the acceptance of an acceptable tender and the commencement of construction at the site detailed in Schedule 1.

The payment schedule is as follows;

Payment 1	\$300,000	<i>Within</i> 30 days after signing the agreement
Payment 2	\$497,248	Commencement of construction/ acquisition of equipment
Payment 3	\$199,313	30 days after Payment Two

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SCHEDULE 3

TRAINING DELIVERY OBLIGATIONS

(Clause 3.3)

The Grantee shall, for a period of five (5) years from the completion of the Project provide Training as detailed below which represents the minimum Training permissible under this Agreement:

Client Industry and Stream/Course	1996 SCH	1997 SCH	1998 SCH	1999 SCH	2000 SCH
Educational courses	736	800	1760	2000	2160
Rigging, scaffolding, driver operator	14,824	16,920	34,000	37,600	41,200
Safety and Health, First Aid	12,536	15,280	37,600	46,400	55,200
Computers and Miscellaneous	168	1,720	8,800	13,200	17,600
TOTAL SCH	28,264	34,720	82,160	99,200	116,160
TOTAL Student Numbers	3,533.	4,340	10,270.	12,400	14,000

* SCH denotes Student Contact Hours

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SCHEDULE 4

RECORDS AND REPORTS

(Clause 7)

For a period of five (5) years following completion of the Project the Grantee shall submit reports to WADT twelve (12) monthly detailing for the previous twelve (12) months:

- the number, title and client industry of courses and volume of Student Contact Hours delivered (in accordance with the Australian Vocational Education and Training Management Information Statistical Standard);
- the number of students trained; and
- the volume (in Student Contact Hours) and value of (non-publicly funded) fee-for-service training delivered.

Every second report shall include (and the financial aspects be fully audited by independent auditors) details of annual expenditure on training by the Grantee for the previous financial year including a statement of the amount and proportions of publicly funded and non-publicly funded revenue.

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SCHEDULE 5

INSURANCE

(Clause 8)

- Workers' compensation in accordance with statutory requirements;
- Replacement value of the Grantee's skill centre and its contents;
- Building insurance with respect to the Project in the sum of no less than \$2,500,000;
- Public liability insurance in the minimum amount of \$5,000,000 per claim.

SCHEDULE 6

AUDIT

(Clause 10)

The audited financial statement to be supplied by the Grantee to WADT at the completion of the Project shall:

1. state whether the Grant has been fully expended in respect of the Project;
2. be supported by an audited statement of receipts and expenditures for the period to completion of the Project;
3. show separate amounts as specified in Schedule 2 in respect of:
 - cash funding provided by industry and/or other parties;
 - value of in-kind support, machinery, tools or equipment provided by industry and/or the public sector.

The Grantee shall provide the auditor with the following documents for the purposes of auditing the financial statement:

- this Agreement;
- any written end product referred to in Schedule 1 and all relevant financial records;
- relevant written communications between WADT and the Grantee.

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SCHEDULE 7

NOTICES

(Clause 20)

Grantor

Care of Western Australian Department of Training

Address: 2nd Floor, 151 Royal Street, East Perth, WA 6004

Telephone: (09) 235 6010

Facsimile: (09) 235 6234

Attention: Dr Susan King

Grantee

Care of the Secretary Western Australian Builders Labourers,
Painters, and Plasters Union of Workers

Address: 27 Moore St East Perth WA 6004

Correspondence PO Box 6681 East Perth WA 6892

Telephone: (08) 9221 1055

Facsimile: (08) 9221 1506

Attention: Mr George Gear
Director Training

THE IMPACT OF DIFFERENTIAL HECS ON DISCIPLINE CLASSIFICATION AND INSTITUTIONAL CODING

AN ANALYSIS OF HECS BAND 3 LAW ENROLMENTS (EFTSU)

- The data for both commencing (see Table 1 below) and all students (see Table 2) in Law (HECS Band 3) and Justice and Legal Studies (HECS Band 1) clearly demonstrates the impact of differential HECS on institutional coding practices in relation to those students (both commencing and continuing) in what was considered before 1997 the broadly defined 'law' discipline.
- The classification effect should be taken into account when evaluating the impact of differential HECS on Band 3 discipline enrolments between 1996 and 1997. The sudden drop between those years was caused largely by the need at institutional level to enact a more rigid classification regime to separate out Band 1 (Legal/Justice Studies) from Band 3 (Law) units of study, so that students would be charged the appropriate HECS rate.
- It could be expected that the same classification effect might have produced coding-driven EFTSU shifts between Veterinary Science (HECS Band 3) and Science (HECS Band 2) units of study, but it is not possible to quantify this effect due to the multiple Science discipline codes. Similarly, but to a smaller extent in real EFTSU terms, there may have been a tighter coding division between Medicine (HECS Band 3) and Science and Pathology (HECS Band 2) units of study in the 1996-97 period, but again it is not possible to separate this data out at the narrow field of education level.

Table 1 Actual Student Load (EFTSU) for Commencing Undergraduate HECS-Liable Students Under the Age of 24 Enrolled in (i) Law and (ii) Justice and Legal Studies,1996-2001

Discipline Group	1996	1997	1998	1999	2000	2001
Law	4,230	2,806	2,881	2,854	3,085	3,324
Justice and Legal Studies	0	1,390	1,335	1,772	1,932	1,911
TOTAL EFTSU	4,230	4,196	4,216	4,627	5,017	5,235

Table 2 Actual Student Load (EFTSU) for All Undergraduate HECS-Liable Students Under the Age of 24 Enrolled in (i) Law and (ii) Justice and Legal Studies,1996-2001

Discipline Group	1996	1997	1998	1999	2000	2001
Law	14,864	11,575	12,345	12,563	12,638	13,341
Justice and Legal Studies	0	3,277	3,329	3,924	4,008	4,416
TOTAL EFTSU	14,864	14,852	15,674	16,488	16,646	17,757

**WINNERS AND LOSERS
COMPARISON APPLIED TO 2002 DATA ONLY - OPERATING
GRANT EXCLUDING HECS (1) AND COMMONWEALTH GRANT
SCHEME**

All funding expressed in 2003 prices

	2002	2003	2007
	\$000's	\$000's	\$000's
Charles Sturt University (3)	10,794	11,070	10,735
Macquarie University	2,465	3,343	3,767
Southern Cross University	2,999	3,873	4,395
University of New England	38	1,184	1,807
University of New South Wales	-4,380	-1,152	-207
University of Newcastle	3,501	5,796	6,663
University of Sydney	6,163	10,802	11,971
University of Technology Sydney	2,772	5,099	6,057
University of Western Sydney	-4,966	-1,617	560
University of Wollongong	2,193	3,386	3,751
Deakin University	5,759	8,464	10,065
La Trobe University	2,100	4,620	5,743
Monash University	10,050	15,253	17,353
Royal Melbourne Institute of Technology	9,994	13,725	15,168
Swinburne University of Technology	-351	611	831
University of Ballarat	1,829	2,311	2,616
University of Melbourne	3,819	9,031	10,711
Victoria University of Technology	-4,973	-3,359	-2,467
Central Queensland University	1,116	2,409	3,166
Griffith University	4,761	7,877	9,708
James Cook University	7,304	9,137	9,932
Queensland University of Technology	8,325	10,701	11,793
University of Queensland	11,659	17,005	18,205
University of Southern Queensland	7,117	8,524	9,353
University of the Sunshine Coast	3,937	4,341	4,423
Curtin University of Technology	14,080	17,268	18,081
Edith Cowan University	8,250	10,016	11,375
Murdoch University	-1,695	-405	123
University of Western Australia	12,229	14,958	15,599
Flinders University of South Australia	2,457	3,743	4,205
University of Adelaide	2,136	4,309	4,534
University of South Australia	4,640	7,529	9,353
Australian Maritime College	-3,635	-3,360	-3,352
University of Tasmania	3,041	4,938	5,941
Batchelor Institute of Indigenous Tertiary Education	-2,284	-2,173	-2,104
Northern Territory University	-13	482	824
Australian National University (adjusted for the IAS and NITA) (4)	282	1,508	2,071
University of Canberra	2,179	3,168	3,834
Australian Catholic University	125	918	1,592
Total	135,818	215,332	248,175

(1) Operating grant for 2002 excluding marginal funding and HECS adjusted to target

(2) based on operating grant for 2002 excluding HECS and a calculation of the Commonwealth Grant Scheme based on 2002 enrolments, regional loading plus the national protocol increases of 2.5% in 2005, 5% in 2006 and 7.5% in 2007.

(3) CSU enrolments adjusted for polices studies load.

(4) ANU has been adjusted for the IAS and NITA.

Includes workplace reform funding agreements up to 10 October 2003 (Macquarie, Monash, Sunshine Coast, UNDA, Batchelor and NTU have not been paid)
All actual 2002 enrolments adjusted to the current target



Australian Government

Department of Education, Science and Training

OFFICE OF THE SECRETARY

Ms Susan McCarthy
Secretary
Education Section, Health and Community Support Division
Community and Public Sector Union
Level 3, 16 Mort St (location: 734)
CANBERRA ACT 2601

COPY

Dear Ms McCarthy

Thank you for your letter of 23 August 2003 regarding the National Report on Higher Education in Australia (2001).

I fully agree with your sentiments regarding the commitment and professionalism of DEST staff. I have said many times publicly since arriving in DEST, I am impressed with the quality of the work and the capability of the staff in DEST. I also regard highly the quality of analytical and research work undertaken in the Department. Indeed, the Higher Education Review and the policy outcomes in *Backing Australia's Future* were underpinned by an excellent and widely admired consultation process as well as by highly professional research and analytical work.

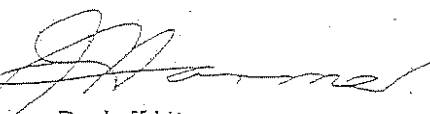
My letter of 8 August 2003 to Minister Nelson did not relate to the capabilities of DEST staff and did not imply that the work was "seriously flawed". Concerns were expressed as to the inconclusiveness, incompleteness and methodological difficulties which meant that the conclusions were not judged to be strong enough to include in the 10 year report.

It only became necessary for me to make a statement about what was only a small element of the research undertaken in preparation for the National Report because it had been distributed outside the Department. The latter concerns me greatly as it appeared to be a breach of the APS Code of Conduct and is contrary to the spirit of supportiveness and openness which has characterised the Department. In my experience such action has the potential to severely damage the reputation and credibility of the Department and its staff. In these circumstances, to protect the reputation of staff and the Department I have sought to establish the facts through an investigation. I can assure you that the investigation is being conducted in accordance with due process. I have no intention of making it difficult or protracted for any individual and can assure you that the rights and responsibilities of all staff will be foremost in my mind during the process.

In relation to the Staff Survey and the issue of respect between staff and senior management, I note that DEST rates highly against industry benchmarks in this regard. DEST as an employer continually strives for excellence and has the highest level of satisfaction when compared with other public sector organisations.

I hope these comments are helpful in understanding my approach to this issue.

Yours sincerely


Dr Jeff Harmer

2 September 2003



Australian Government
Australian Research Council

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20 November 2003

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



Dear Mr Carter

I am writing to you to formally correct my advice to the Committee at the Supplementary Budget Estimates hearing held on 5 November 2003.

At those hearings I indicated, in response to a question from Senator Carr, that 666 grants (excluding reserves) had been announced for funding under the Discovery-Projects in 2004 (EWRE Hansard page 44). This was incorrect. There were 661 Discovery-Projects grants announced for funding in 2004.

I also indicated that the Federation Fellowships program had attracted 18 or 19 Australians working abroad to return to Australia and nine foreign nationals (EWRE Hansard pages 40-41). Across the three selection rounds which have been conducted to date, 14 Federation Fellowships have been awarded to Australians returning from overseas and three to foreign nationals. In total, 48 fellowships have been awarded since the program was established in 2001.

Yours sincerely

Professor Vicki Sara



Australian Government
Department of Education, Science and Training



Our Ref :
Your Ref :

Mr John Carter
Secretary of the Employment, Workplace Relations and Education Legislation Committee
The Senate
Parliament House
Canberra
ACT 2600

through Lisa Paul

Copy to: Mary Ann Ryan
Parliamentary Unit
Department of Education, Science and Training

Dear Mr Carter,

On page 10 of the proof issue of the Hansard record of the Budget Estimates Supplementary Hearing of 5 November 2003, it is recorded that Senator Carr asked the following question,

How many breaches of the code of conduct have you discovered in the last year?

I provided the following answer,

I cannot recall off the top of my head, but it would be one, if that.

The accurate answer to this question is that seven people in the Department breached the code of conduct in the period 1 July 2002 to 30 June 2003.

Yours Sincerely

Ewen McDonald
Acting Group Manager
Corporate Strategy Group

1 December 2003



Australian Government
Department of Education, Science and Training



Our Ref : 5 November 2003
Your Ref :

Mr John Carter
Secretary
Employment, Workplace Relations and Education
Legislation Committee
SG 52
Parliament House
CANBERRA ACT 2601

Dear John

I am writing to advise that incorrect advice was provided by Mr Shane Hoffman during the Budget Estimates Supplementary Hearing held on 5 November 2003.

The response provided on page 108 of the Hansard reads: 'Centrelink has certainly been made aware of it, and it is Centrelink that interprets the policy'.

In fact DEST interprets the policy for Centrelink which delivers the Scheme.

All Committee members should note the response should have been:
'Centrelink has certainly been made aware of it, and it is Centrelink which delivers the ABSTUDY Scheme on DEST's behalf.'

Yours sincerely

Mary Anne Ryan
Senate Estimates Coordinator

3 December 2003