

Date of Declaration	Name	Declared interest
19/11/2013	Matthew Newell	Nil
20/11/2013	William Boyd	- Member and SCU Councillor – Australian Institute for nuclear Science and Engineering Board; - Secretary, Museums Australia Far North Coast Chapter; - Secretary, Rileys Hill Historic Dry Dock Heritage Reserve Trust
21/11/2013	Peter Lee	Share portfolio listed
10/02/2014	Margot Sweeny	CEO – Summerland Credit Union
14/02/2014	Anthony Matis	Nil
14/02/2014	Neville Newell	Member of Australian Labor Party
14/02/2014	Trevor Wilson	Director – Destination Tweed
13/02/2014	Elizabeth Ruthnam	National CEO Representative – Ramsay Health Care Clinical Governance Committee

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Statement of Financial Position
As At 31 December 2014

		Consolidated			Parent		
		2014	2013	1 January	2014	2013	1 January
		000's	Restated*	2013	000's	Restated*	2013
		000's	000's	Restated*	000's	000's	Restated*
	Note	\$	\$	\$	\$	\$	\$
Assets							
Current assets							
Cash and cash equivalents	15	28,981	10,196	12,832	28,911	19,134	12,762
Receivables	16	8,688	13,620	7,886	9,646	14,522	8,449
Inventories	17	25	26	35	10	6	9
Other non-financial assets	19	2,775	3,329	3,254	2,769	3,327	3,254
Non-current assets classified as held for sale	18	720	-	-	720	-	-
Total current assets		41,189	36,171	24,007	42,055	36,989	24,474
Non-current assets							
Receivables	16	81,416	53,052	66,388	81,416	53,052	66,388
Investments accounted for using the equity method	20	322	331	337	175	175	175
Property, plant and equipment	22	238,058	230,178	226,609	238,045	230,164	226,692
Investment properties	21	-	825	1,000	-	825	1,000
Intangible assets	23	323	467	1,539	323	467	1,539
Total non-current assets		320,119	284,853	295,873	319,959	284,683	295,694
Total assets		361,308	321,024	319,880	362,014	321,672	320,168
Liabilities							
Current liabilities							
Trade and other payables	24	14,244	10,952	11,962	14,149	10,867	11,872
Borrowings	25	2,440	2,440	-	2,440	2,440	-
Provisions	26	21,713	21,692	22,328	21,658	21,646	22,215
Other liabilities	28	11,877	7,967	6,010	11,839	7,968	6,002
Total current liabilities		50,274	43,051	40,300	50,086	42,921	40,089
Non-current liabilities							
Borrowings	25	9,900	18,340	-	9,900	18,340	-
Provisions	26	84,046	55,689	69,391	84,027	55,670	69,391
Other financial liabilities	27	414	-	-	414	-	-
Total non-current liabilities		94,360	74,029	69,391	94,341	74,010	69,391
Total liabilities		144,634	117,080	109,691	144,427	116,931	109,480
Net assets		216,674	203,944	210,189	217,587	204,741	210,688
Equity							
Retained earnings	29	216,674	203,944	210,189	217,587	204,741	210,688
Total equity		216,674	203,944	210,189	217,587	204,741	210,688

*See note 39 for details about restatements arising from changes in accounting policies.

The accompanying notes form part of these financial statements.

9.1.

FACILITY TERMS

PART 1 PARTIES

Borrower: Southern Cross University ABN 41 995 651 524

Security Provider: Not applicable

ANZ: Australia and New Zealand Banking Group Limited ABN 11 005 357 522

PART 2 FACILITIES

The Facilities set out below are only available to the Borrower named in the relevant Facility schedule.

FACILITY	CASH ADVANCE FACILITY
Borrower:	Southern Cross University ABN 41 995 651 524
Facility Limit:	██████████
Termination Date:	██████████ from the earlier of: (a) the date on which the condition precedent in clause 5(b) is satisfied; and (b) 29 February 2012.
Purpose:	To finance the construction of the Gold Coast Building.
Repayment:	██████████ of principal is payable every calendar quarter on the earlier of the following: (a) the calendar quarter in which Practical Completion of the Gold Coast Building occurs; and (b) the calendar quarter ending 30 September 2013. To the extent not payable under this arrangement, the Facility Amount Owing is payable on the Termination Date.
Interest rate:	BBR (for the relevant period) plus a margin of ██████████ pa. Interest accrues on the daily balance of each drawing under this Facility, from and including the first day of an Interest Period, up to but not including the last day of the Interest Period.
Interest payment:	The Borrower must pay the interest for each Interest Period on the Interest Payment Dates and for any subsequent Interest Period selected by the Borrower.
Fees:	<i>Establishment fee:</i> The ██████████ must pay to ANZ an establishment fee of AUD ██████████ on the Acceptance Date.

	Undrawn commitment fee: The Borrower must pay to ANZ an undrawn commitment fee equal to ■■■ of the Margin applicable to the Facility. The fee applies to the undrawn portion of the Facility Limit and is payable quarterly in arrears on 31 March, 30 June, 30 September and 31 December each year. The fee commences on the date that the Borrower accepts ANZ's offer to provide the Facility.
Specific Terms:	Specific Terms for the Facility are enclosed and apply.

FACILITY	BILLS NEGOTIATED NOT UNDER DOCUMENTARY CREDIT FACILITY (BNNUC)
Borrower:	Southern Cross University ABN 41 995 651 524
Facility Limit:	AUD 200,000 (For this purpose ANZ will determine the exchange rates to convert foreign currency amounts to the equivalent amounts in AUD).
Termination Date:	Not before the next Review Date.
Purpose:	To assist with encashment of foreign cheques.
Pay - away exposure:	Any pay - away exposure under this Facility will be against funds available in the Borrower's account or, if there are insufficient funds, will be debited to the Borrower's overdraft. If there is no available overdraft facility limit, ANZ may charge excess fees at the default rate specified in this Letter of Offer for the amount outstanding for so long as it remains unpaid and debit any Borrower account for such amount.
Conditions precedent:	The Borrower is only entitled to encash foreign cheques with ANZ if the Borrower executes all documents required by ANZ.
Fees:	As notified by ANZ from time to time.
Specific Terms:	There are no Specific Terms which apply to this Facility.

FACILITY	COMMERCIAL CARD FACILITY
Borrower:	Southern Cross University ABN 41 995 651 524
Facility Limit:	AUD500,000
Termination Date:	Not before the next Review Date.
Card type:	ANZ Corporate Card.
Purpose:	To cover transactions under the Borrower's Commercial Card Facility arrangement.
Condition precedent:	The Borrower is only entitled to use the Facility if ANZ agrees with the terms of the Borrower's application and if the Borrower executes all documents required by ANZ.

Commercial Card Facility conditions:	The issue of a commercial card and the provision of credit under the Commercial Card Facility is subject to the ANZ Commercial Card Terms and Conditions applicable to the Borrower's arrangement and, to the extent not inconsistent with the provisions of this Letter of Offer and the Standard Terms, the provisions of the ANZ Commercial Card Letter of Offer.

FACILITY	ENCASHMENT FACILITY
Borrower:	Southern Cross University ABN 41 995 651 524
Facility Limit:	AUD20,000
Termination Date:	Not before the next Review Date.
Purpose:	To facilitate cheque cashing arrangements at designated ANZ branch locations.
Pay – away exposure:	Any pay – away exposure under this Facility will be against funds available in the Borrower's account or, if there are insufficient funds, will be debited to the Borrower's overdraft. If there is no available overdraft facility limit, ANZ may charge excess fees at the default rate specified in this letter for the amount outstanding for so long as it remains unpaid and debit any Borrower account for such amount.
*Fees:	<i>Establishment fee:</i> [REDACTED] for each encashment arrangement. This charge is subject to variation at any time during the term of the Facility.
Specific Terms:	There are no Specific Terms which apply to this Facility.

FACILITY	INDEMNITY/GUARANTEE FACILITY – FINANCIAL AND PERFORMANCE GUANTEES
Borrower:	Southern Cross University ABN 41 995 651 524
Facility Limit:	AUD5,000,000
Note: A "Financial Guarantee" is an Indemnity/Guarantee issued in respect of a financial commitment or obligation. A "Performance Guarantee" is an Indemnity/Guarantee issued in respect of a non-financial contractual obligation.	
Termination Date:	Not before the next Review Date.
Purpose:	To facilitate the Issuance of Indemnity/Guarantees.
Fee rate for each Indemnity/ Guarantee:	<i>Financial Guarantees:</i> [REDACTED] pa subject to a minimum fee of AUD80 per half year. The minimum fee is subject to variation at any time during the term of the Facility. <i>Performance Guarantees:</i> [REDACTED] pa subject to a minimum fee of AUD80 per half year. The minimum fee is subject to variation at any time during the term of the Facility.
Fee payment:	For each Indemnity/Guarantee, the fee is payable on the date of drawdown and afterwards half yearly.

Specific Terms:

Specific Terms for the Facility are enclosed and apply.

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PART 3 FEES

3.1 Fees and charges

The Borrower must pay at the times specified:

- (a) each fee and charge set out in this Part 3 (*Fees*);
- (b) each facility-specific fee listed in the Facilities set out in Part 2 (*Facilities*) or any Specific Terms; and
- (c) the fees and charges outlined in ANZ's current edition Fees and Charges (or similarly named) brochure (a copy of which will be made available on request).

3.2 Excess fee

If a drawing is made under a Facility in excess of the agreed Facility Limit and ANZ decides to pay that drawing, ANZ may charge an excess fee of up to AUD150 to compensate ANZ for the costs it incurs or losses it suffers as a result of that drawing in excess.

3.3 Overdue fee

If an Obligor fails to pay any amount payable by it under a Facility Document on its due date, ANZ may charge an overdue fee of up to AUD150 to compensate ANZ for the costs it incurs or losses it suffers as a result of that amount not being paid on its due date.

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PART 4 SECURITY

The facilities are offered on an unsecured basis.

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PART 5 CONDITIONS PRECEDENT

ANZ's obligation to provide any drawing under a Facility is conditional on the conditions precedent in clause 2 (*Conditions Precedent*) of the Standard Terms being met and each of the documents set out below being received by ANZ, in form and substance satisfactory to Australia and New Zealand Banking Group Limited.

- (a) **(Financial Statements)** A copy of the most recent audited Financial Statements of:
 - (i) the Borrower.
- (b) **(Government approval)** A copy of the written approval referred to in section 16(1)(d) of the Southern Cross University Act 1993 (NSW), subject to no limits or conditions that would prevent the Borrower from utilising the Facilities and performing its obligations under the Facility Documents.

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PART 6 UNDERTAKINGS

6.1 Information undertakings

The Borrower must provide ANZ with:

- (a) **(annual Financial Statements)** audited annual Financial Statements as soon as they are available, but not later than 180 days after the end of each financial year on account of:

- (i) the Borrower.

- (b) **(Budget)** Budget as soon as it is available, but not later than 180 days after the commencement of each financial year on account of:

- (i) the Borrower.

The Borrower must provide reasonable details of all assumptions made in connection with the budget statements and ensure the budget statements cover the period of 36 months after the commencement of the applicable financial year.

- (c) **(Compliance Certificate)** a Compliance Certificate:

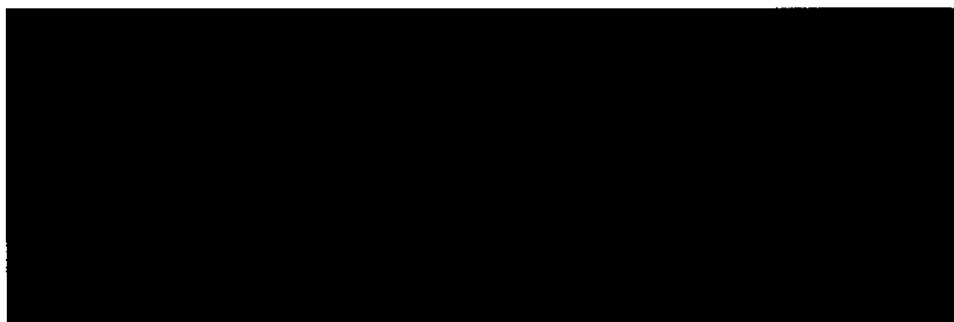
- (i) if the Borrower is obliged to provide any Financial Statements for any period ending on a Compliance Date, at the same time it provides the Financial Statements; and

- (ii) if the Borrower is obliged to provide management accounts for any period ending on a Compliance Date, at the same time it provides the management accounts.

If any financial information must be provided by or on account of an Obligor which is a company, subject to clause 11 (*Management Accounts*) of the Standard Terms, that financial information must be signed by a director or secretary as giving a true and fair view of the financial position of the entity on the 'as at' date for which Financial Statements are issued or accompanied by a signed Compliance Certificate.

6.2 Financial covenants

- (a) The Borrower must ensure that:



- (b) **(Testing of covenants)** The financial covenants set out in clause 6.2 (*Financial covenants*) will be:
- (i) calculated in accordance with the Australian Accounting Pronouncements, unless otherwise agreed by ANZ in writing;
 - (ii) tested by reference to the Financial Statements and Compliance Certificates delivered pursuant to the Letter of Offer; and
 - (iii) tested either:
 - (A) for each financial covenant that refers to a Relevant Period, on or after each Compliance Date; or
 - (B) otherwise, on any day.
- (c) **(Excluded transactions)** When calculating the financial covenants the effect of all transactions between any Testing Entities will be eliminated to the extent not already netted out on consolidation.
- (d) **(Change in Australian Accounting Pronouncements – negotiation)** If, in the opinion of ANZ, any changes to the Australian Accounting Pronouncements materially alter the effect of the financial covenants in this clause or the related definitions, the Borrower and ANZ will negotiate in good faith to amend the relevant financial covenants and definitions so that they have an effect comparable to that as at the Acceptance Date.
- (e) **(Change in Australian Accounting Pronouncements – reconciliation)** If the amendments are not agreed within 30 days (or any longer period agreed between the Borrower and ANZ), then the Borrower will provide, with the Financial Statements, any reconciliation statements (audited, where applicable) necessary to enable calculations based on the Australian Accounting Pronouncements as they were before those changes, and the changes will be ignored for the purposes of this clause.

6.3 Additional undertakings

- (a) **(Practical Completion)** The Borrower must notify ANZ within 5 Business Days of the Practical Completion of the Gold Coast Building.

PART 7 ADDITIONAL TERMS

7.1 Standard Terms and Specific Terms

(a) Application of Standard Terms and Specific Terms

The Standard Terms and any applicable Specific Terms apply to the Facilities.

(b) Interest rate on excesses and overdue amounts

For the purposes of clause 7 (*Default Interest*) of the Standard Terms, the applicable default rate of interest is the interest rate applicable to the Facility on which the excess occurs, or the Facility on which an overdue amount occurs, plus [REDACTED]

7.2 Annual review

The Facilities are subject to annual review. The Review Date is 1 October in each year.

7.3 Review Events

Each of the following is a Review Event:

- (a) (**Payment Plan**) an Obligor does not notify ANZ of any Payment Plan within 10 Business Days of that Obligor entering into the Payment Plan.

7.4 Additional Events of Default

In addition to the Events of Default in other Facility Documents, each of the following is an Event of Default:

- (a) The Borrower is privatised and/or ceases to be a university regulated under the Southern Cross University Act 1993 (NSW).

7.5 Additional Facility Documents

In addition to documents expressed to be Facility Documents in other Facility Documents, each of the following is a Facility Document:

- (a) Not applicable.

7.6 Additional definitions

The following terms have the following meanings:

Australian Accounting Pronouncements means accounting standards and interpretations as issued by the Australian Accounting Standards Board.

Backward Looking Debt Service Cover Ratio means, for any period, for any person, the ratio of A to B where:

- (a) A is the sum of EBITDA for that period:
 - (i) minus Tax Payable for that period;
 - (ii) minus Capital Expenditure for that period (excluding Capital Expenditure funded by debt, Finance Lease, Operating Lease or equity);

- (iii) plus or minus (as the case may be) the change in trade debtors, trade creditors and inventory for that period; and

(b) B is the sum of:

- (i) Interest Expense for that period; and
- (ii) mandatory principal repayments in respect of Total Debt paid or payable during the period,

(in each case without double counting) determined for the person on a consolidated basis.

Budget means, in respect of any financial year of any person, an annual budget or financial forecast of the business of the person, approved by the board of directors of the person, and accepted by ANZ, setting out in reasonable detail:

- (a) the operating budget and plan on a yearly basis including projected statement of comprehensive income, statement of financial position and statement of cash flows in accordance with generally accepted accounting principles in that person's place of incorporation or residence;
- (b) student number and government grant projections; and
- (c) all major items of Capital Expenditure.

Capital Expenditure means any expenditure on equipment, machinery, fixed assets, real property, real property improvements, intangible assets or any other non-financial assets (including payments made under a Finance Lease other than Finance Lease Charges) including any costs incurred in connection with them.

Compliance Date means:

- (a) in respect of the Backward Looking Debt Service Cover Ratio and the Forward Looking Debt Service Cover Ratio, 31 December in each year commencing in the Debt Service Commencement Year; and
- (b) in respect of all other financial covenants, 31 December in each year.

Debt Service Commencement Year means the earlier of:

- (a) the financial year in which Practical Completion of the Gold Coast Building occurs; and
- (b) the financial year ending 31 December 2013.

EBIT means, for any period, for any person, the consolidated net profit after tax of the person for that period, calculated in accordance with the Australian Accounting Pronouncements, after:

- (a) adding the aggregate of:
 - (i) income tax expense on net income of the person for that period; and
 - (ii) Interest Expense for that period; and
- (b) adding or subtracting (as the case may be) the net amount of:
 - (i) extraordinary, abnormal or non-recurring gains or losses; and

- (ii) gains or losses from the sale of assets to the extent that such items are included in revenue or expense from ordinary activities,

and in the case of paragraphs (b)(i) and (b)(ii), as agreed to by ANZ.

EBITDA means, for any period, for any person, EBIT for that period after adding back any amount attributable to the amortisation or depreciation of assets (including impairments, write-downs and revaluations, agreed to by ANZ) of the person.

EBITDA Interest Cover Ratio means, for any period, for any person, the ratio of A to B where:

- (a) A is the EBITDA for the person for that period; and
- (b) B is the Interest Expense for the person for that period.

Finance Lease means a lease or other arrangement constituting, or accounted for in a similar way to, a finance lease or capitalised lease under the Australian Accounting Pronouncements and for the avoidance of doubt will include hire purchase arrangements and chattel mortgages.

Finance Lease Charges means the portion of hire and rental payments under a Finance Lease which exceeds the reduction of principal indebtedness attributable to that Finance Lease and which in accordance with the Australian Accounting Pronouncements would be included in the Financial Statements of the person as a finance charge or interest expense incurred by the person.

Financial Indebtedness means any indebtedness for or in respect of:

- (a) moneys borrowed;
- (b) any amount raised under any acceptance credit, bill acceptance or bill endorsement facility;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Australian Accounting Pronouncements, be treated as a finance or capital lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any redeemable shares where the holder has the right, or the right in certain conditions, to require redemption;
- (g) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (h) consideration for the acquisition of assets or services payable more than 90 days after acquisition; and
- (i) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to above.

Forward Looking Debt Service Cover Ratio means, for any period, for any person, the ratio of A to B where:

- (a) A is the sum of EBITDA for that period:
 - (i) minus Tax Payable for that period;
 - (ii) minus Capital Expenditure for that period (excluding Capital Expenditure funded by debt, Finance Lease, Operating Lease or equity);
 - (iii) plus or minus (as the case may be) the change in trade debtors, trade creditors and inventory for that period; and
- (b) B is the sum of:
 - (i) Interest Expense; and
 - (ii) mandatory principal repayments in respect of Total Debt

(in each case without double counting) determined for the person on a consolidated basis and as shown in the Budget relating to that period.

Gold Coast Building means the proposed 10-storey building to be used primarily for teaching and research purposes to be constructed at the Borrower's Gold Coast campus with construction costs to be partly financed by drawings under the Cash Advance Facility.

Interest Expense means, for any period, for any person, interest and amounts in the nature of interest, or having a similar purpose or effect to interest, shown in the Financial Statements for the person for that period as having been incurred by the person for that period and includes, but is not limited to:

- (a) any discount on any bills, bonds, notes or other instruments drawn, accepted or endorsed by the person;
- (b) any line, facility, acceptance, discount, guarantee or other fees and amounts incurred on a regular or recurring basis payable in relation to Financial Indebtedness of the person;
- (c) Finance Lease Charges; and
- (d) any costs in the nature of interest incurred by the person during that period, as determined in accordance with the Australian Accounting Pronouncements.

Practical Completion means the practical completion of the Gold Coast Building, as confirmed or certified by an engineer, quantity surveyor, architect or other consultant involved in the construction of the building.

Relevant Period means:

- (a) in respect of the Forward Looking Debt Service Cover Ratio, the period of 12 months immediately following each Compliance Date; and
- (b) in respect of all other financial covenants, each period of 12 months ending on a Compliance Date.

Tax Payable means, for any period, for any person, income tax on overall net income due and payable by the person (whether or not incurred) during that period.

Testing Entity means the Borrower.

Total Debt means, for any person, the total Financial Indebtedness of the person.

7.7 Amendments to Standard Terms

The Standard Terms are amended as follows:

- (a) clause 4.5 is deleted in its entirety;
- (b) clause 14.3 is amended by adding the following at the end of the final sentence of that clause: "pursuant to this clause 14.3"; and
- (c) clause 14.1(e) is amended by adding the following at the end of that clause: "provided that the aggregate amount of such monetary obligations is at least \$500,000".

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BORROWER ACCEPTANCE

Acceptance of Letter of Offer dated 8 February 2012

1. The Borrower accepts ANZ's offer to provide the Facilities on the terms detailed in this letter and acknowledge receipt of the Standard Terms and any applicable Specific Terms.
2. If the Borrower has given or will give any Security to ANZ, the Borrower acknowledges and agrees that those Securities secure all present and future obligations of the Borrower to ANZ, including obligations in respect of the Facilities and any Uncommitted Markets Facility, subject to any limitations (if any) on the Security Provider's liability under the terms of any such Security.

Dated 27.07.12

In relation to the Authorised Representative Certificate for the following Borrower:

- ☐ The Borrower certifies that there has been no change to the Authorised Representatives as disclosed to ANZ in the last Authorised Representative Certificate provided to ANZ
- ☐ The Borrower attaches a complete, correct and up to date Authorised Representative Certificate

(Please indicate by marking one box)

Signed by:

as an authorised signatory of **Southern Cross University** in the presence of:

Signature of witness

MALCOLM MARSHALL

EXECUTIVE DIRECTOR

Name SS (CORPORATE SERVICES)

Peter Lee
PROFESSOR PETER LEE
VICE CHANCELLOR

By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of Southern Cross University

and agrees that those Securities secure all present and future obligations of the Borrower to ANZ, including obligations in respect of the Facilities and any Uncommitted Markets Facility, subject to any limitations (if any) on the Security Provider's liability under the terms of any such Security.

Dated 27.07.12

In relation to the Authorised Representative Certificate for the following Borrower:

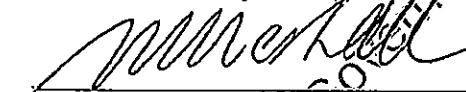
☐ The Borrower certifies that there has been no change to the Authorised Representatives as disclosed to ANZ in the last Authorised Representative Certificate provided to ANZ

☐ The Borrower attaches a complete, correct and up to date Authorised Representative Certificate

(Please indicate by marking one box)

Signed by:

as an authorised signatory of **Southern Cross University** in the presence of:


Signature of witness

MALCOLM MARSHALL
EXECUTIVE DIRECTOR
Name (CORPORATE SERVICES)


PROFESSOR PETER LEE
VICE CHANCELLOR

By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of Southern Cross University

AUTHORISED REPRESENTATIVE CERTIFICATE

To: Australia and New Zealand Banking Group Limited ABN 11 005 357 522 (ANZ)

Borrower: Southern Cross University ABN 41 995 651 524

We refer to the Letter of Offer dated 8 February 2012 between ANZ and the Borrower and others. Unless the context otherwise requires, terms defined in the Letter of Offer have the same meanings in this certificate.

Below is a list of the Authorised Representatives for the Borrower with the signature of each Authorised Representative appearing beside their name. The list is complete, correct and up to date. The Borrower acknowledges that ANZ may verify the identity and carry out any "know your customer" check (or similar requirement) in respect of each Authorised Representative to ANZ's satisfaction.

The Borrower acknowledges that an Authorised Representative may give ANZ notices and instructions under this Letter of Offer or any other Facility Document but may not execute any Facility Document.

Authorised Representative List

Full name (printed)	Position (printed)	Signature	Date of Birth
[Redacted]			
[Redacted]			
[Redacted]			
[Redacted]			

Unless the box below is marked, when acting on behalf of the Borrower, only one Authorised Representative must sign.

☒ When acting on behalf of the Borrower, two Authorised Representatives must sign

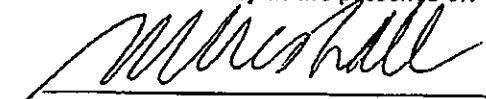
Dated

27.2.12

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Signed by:

as an authorised signatory of **Southern
Cross University** in the presence of:



Signature of witness

MALCOLM MARSHALL
EXECUTIVE DIRECTOR (CORPORATE
Name SERVICES)



PROFESSOR PETER LEE
VICE CHANCELLOR

By executing this agreement the signatory
warrants that the signatory is duly authorised
to execute this agreement on behalf of
Southern Cross University

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COMPLIANCE CERTIFICATE

To: Australia and New Zealand Banking Group Limited ABN 11 005 357 522 (ANZ)

Borrower: Southern Cross University ABN 41 995 651 524

Instructions: In line 1, paragraph 1, please insert the relevant Compliance Date.

In the first table in paragraph 1, please insert the "actual value" of the financial covenant as at that Compliance Date in the relevant column for each financial covenant. If the actual value meets the required value for that financial covenant, please insert "Yes" in the "Comply?" column. If not, please insert "No" and complete the second table.

In paragraph 2, if there is no Default or Review Event, please delete "[except for:]" and the table. If there is any Default or Review Event, please delete the square brackets in paragraph 2 and complete the table.

In paragraph 3, if there are no Financial Statements attached, please delete paragraph 3. If there are Financial Statements attached, please delete the square brackets in paragraph 3.

In the signature block, please insert the full name and ACN of the Obligor which is the head company of the Borrowers. Please have a director of that company complete and sign the Compliance Certificate. If it is not appropriate for that director to give the Compliance Certificate in this form, please promptly notify ANZ to discuss an alternative form.

If there is not enough space for any section, please insert "see attached pages" and attach additional pages with the information.

I refer to the Letter of Offer dated 8 February 2012 between ANZ and the Borrower and others. Unless the context otherwise requires, definitions applying in the Letter of Offer have the same meanings in this certificate.

I certify that:

1. as at _____ :

Financial covenant description	Actual value	Comply?
[REDACTED]		
[REDACTED]		
[REDACTED]		

If the Borrower does not comply with a financial covenant, (A) what steps are or will be taken to remedy it and (B) when will the non-compliance be remedied?

If the Borrower does not comply with a financial covenant, (A) what steps are or will be taken to remedy it and (B) when will the non-compliance be remedied?

2. there is no Default or Review Event continuing [except for:]

Description of Default or Review Event	(A) What steps are or will be taken to remedy it and (B) when will the Default or Review Event be remedied?

3. [the Financial Statements required under the Letter of Offer are attached to this certificate;]
4. the information contained in and attached to this certificate is true, correct and not misleading.

Dated _____

Signed by:

as an authorised signatory of **Southern Cross University** in the presence of:

Signature of witness

Name

By executing this agreement the signatory warrants that the signatory is duly authorised to execute this agreement on behalf of Southern Cross University

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Specific Terms

(Indemnity/Guarantee Facility)

March 2011 edition

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**Specific Terms
(Indemnity/Guarantee Facility)**

1. Interpretation

1.1 Terms not otherwise defined in the Letter of Offer or in the Standard Terms have the following meanings:

Financial Guarantee means an Indemnity/Guarantee issued in respect of a financial commitment or obligation.

Indemnity/Guarantee means a letter of credit, bank guarantee, performance bond, indemnity, banker's undertaking or other contingent liability instrument, in a form approved by ANZ and issued in connection with an Indemnity/Guarantee Facility. It includes a Performance Guarantee or Financial Guarantee.

Performance Guarantee means an Indemnity/Guarantee issued in respect of a non-financial contractual obligation.

1.2 Unless a contrary indication appears, clause 1 of the Standard Terms applies to these Specific Terms.

2. Indemnity/Guarantee Facility

Under an Indemnity/Guarantee Facility the Borrower may, by drawdown notice, request ANZ to issue an Indemnity/Guarantee.

3. Drawdown notice

3.1 The Borrower must give ANZ an irrevocable drawdown notice not later than 1 clear Business Day before the day on which the Borrower wants ANZ to issue the Indemnity/Guarantee.

3.2 A drawdown notice must be given by the Borrower or its Authorised Representative, substantially completed in the form of Schedule 1 and delivered to ANZ.

4. Condition precedent

ANZ will not issue an Indemnity/Guarantee until the Borrower has given ANZ a drawdown notice completed to ANZ's satisfaction that includes

sufficient detail to enable an Indemnity/Guarantee to be completed.

5. Fees for Indemnity/Guarantees

For each Indemnity/Guarantee the Borrower must pay to ANZ at the rate and times specified in the Letter of Offer a fee calculated on the amount guaranteed, or if greater, the minimum fee for the Indemnity/Guarantee specified in the Letter of Offer.

6. Completed Indemnity/Guarantees

If the Borrower requests that ANZ arrange delivery of the completed Indemnity/Guarantee direct to the named favouree or principal on the Borrower's behalf, ANZ will only do this after it has forwarded the Borrower a copy of the form of the Indemnity/Guarantee that ANZ intends to issue and the Borrower returns it to ANZ with the Borrower's acknowledgement that the format of the Indemnity/Guarantee is acceptable to the Borrower. ANZ is not obliged to deliver an Indemnity/Guarantee to anyone other than the Borrower.

7. Reimbursement and Indemnity

The Borrower:

(a) must on demand pay to ANZ an amount equal to the amount of any claim under an Indemnity/Guarantee;

(b) must on demand reimburse ANZ for any payment ANZ makes under an Indemnity/Guarantee, to the extent that the Borrower has not already paid that amount under paragraph (a); and

(c) indemnifies ANZ on demand against all loss and liability which ANZ may incur in relation to or arising out of any payment or claim made or purported to be made under or in connection with an Indemnity/Guarantee. The Borrower's obligations under this indemnity are absolute and unconditional. The Borrower's obligations are not at any time affected by set-off, deduction, counter claim or defence or anything which, but for this

clause, might operate to relieve the Borrower from any of these obligations.

8. Prepayment

The Borrower may, at any time, reduce the Facility Amount Owing under an Indemnity/Guarantee Facility to the extent of the amount guaranteed under an Indemnity/Guarantee, by paying that amount to ANZ, or by procuring the cancellation and return of the Indemnity/Guarantee to ANZ together, in either case, with any unpaid fees and other amounts outstanding in relation to the Indemnity/Guarantee.

9. Voluntary pay out

9.1 ANZ may, at any time, discharge all its obligations under an unexpired Indemnity/Guarantee by paying, whether or not ANZ has received a demand, the undrawn amount of that unexpired Indemnity/Guarantee (or such lesser amount that the favouree or beneficiary requires) to the favouree or beneficiary or the successor in title to the favouree or beneficiary.

9.2 On discharge of an unexpired Indemnity/Guarantee by ANZ, the Borrower will be liable for (and must pay ANZ on demand) all amounts which ANZ has paid to the favouree or the beneficiary or the successor in title to the favouree or beneficiary.

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Schedule 1

DRAWDOWN NOTICE
Indemnity/Guarantee Facility

To: Australia and New Zealand Banking Group Limited ACN 005 357 522 (ANZ)

Address:

Attention:

Borrower:

(Insert name and ABN or ACN of Borrower)

We refer to our Indemnity/Guarantee Advance Facility with ANZ.

1. We irrevocably request ANZ to issue an Indemnity/Guarantee under the Indemnity/Guarantee Facility in favour of the favouree named below as follows:

- (a) The favouree is: _____
- (b) The purpose is: _____
- (c) The drawdown date (the date on which we want ANZ to issue the Indemnity/Guarantee) is: _____
- (d) The amount and currency of the drawing (the amount and currency to be guaranteed under the Indemnity/Guarantee) is: _____
- (e) The expiry date for the Indemnity/Guarantee is: _____

2. Unless we have attached the form of Indemnity/Guarantee that we request ANZ to issue under this request, we request ANZ to issue an Indemnity/Guarantee in ANZ's standard form (from time to time) complete with the above details.

3. We confirm that the representations in clause 9 of the Standard Terms will be true on the drawdown date specified above.

Dated: _____

EXECUTED for and on behalf of:

(Insert name of Borrower)

Signature of director

Signature of director/secretary

Name

Name

[Or]

SIGNED by:

(Insert name of Borrower)

by its sole director and sole company secretary:

Signature

Name

[Or]

SIGNED by:

(Insert name of Borrower)

by its Authorised Representative:

Signature

Name

[Or]

SIGNED by:

(Insert name of Borrower)

Signature

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Specific Terms

(Cash Advance Facility)

March 2011 edition

Released by SCU under Government Information (Public Access) Act 2009

**Specific Terms
(Cash Advance Facility)**

1. Interpretation

1.1 Terms not otherwise defined in the Letter of Offer or in the Standard Terms have the following meanings:

Confirmation means a document issued by ANZ to confirm the terms of a drawing under a Cash Advance Facility.

Forward Start Drawing means a drawing for which a rate, fee or premium quoted by ANZ is accepted more than 2 clear Business Days before the drawdown date or Interest Payment Date.

Interest Payment Date means, for a drawing, the last day of an Interest Period.

Interest Period means the period (being not less than 1 month and not more than 6 months, unless ANZ agrees) during which the interest rate as agreed by ANZ and the Borrower is fixed.

Selection Notice means a notice given by the Borrower to ANZ under clause 4.

1.2 Unless a contrary indication appears, clause 1 of the Standard Terms applies to these Specific Terms.

2. Drawdown

2.1 To make any drawing (including a Forward Start Drawing) the Borrower must provide ANZ with an irrevocable drawdown notice by 3.00 pm (local time in the place where ANZ's office shown in the Letter of Offer is located) at least 2 Business Days before the drawdown date.

2.2 On or after the drawdown date ANZ will send the Borrower a Confirmation confirming the terms (including the interest rate) applicable to the drawing. The terms of the Confirmation will be binding on the Borrower.

2.3 A drawdown notice must be signed by the Borrower or an Authorised Representative of the Borrower and completed substantially in the form of Schedule 1 and once given, is irrevocable.

3. Automatic selection of Interest Period and interest rate

If a drawing has been made under a Cash Advance Facility, unless the Borrower has:

(a) given notice to ANZ at least 2 Business Days before the Interest Payment Date that the drawing is to be repaid on the Interest Payment Date; or

(b) given a Selection Notice to ANZ in accordance with clause 4,

ANZ may act as if the Borrower had accepted the interest rate calculated by ANZ by reference to the value of the drawing for a period of 1 month (extended, if necessary, to end on a Business Day).

4. Selections

4.1 The Borrower may select an Interest Period for a drawing in the drawdown notice for that drawing or in a Selection Notice.

4.2 Each Selection Notice must be substantially in the form of Schedule 2 and must:

(a) be signed by the Borrower or its Authorised Representative;

(b) specify the last date of the expiring Interest Period;

(c) specify the Interest Period selected by the Borrower for the next ensuing period under the Facility Documents; and

(d) be delivered to ANZ not later than 3 pm (local time in the place where ANZ's office shown in the Letter of Offer is located) 2 Business Days prior to the last date of the expiring Interest Period.

5. Interest

5.1 Interest accrues on the daily balance of each drawing, from and including the first day of an Interest Period up to but not including the last day of the Interest Period.

5.2 The Borrower will pay interest at the rate as agreed by ANZ and the Borrower. The Borrower will pay the interest for each Interest Period on each Interest Payment Date. If the date for the payment of interest is not a Business Day, interest must be paid on the preceding Business Day.

6. Repayment

Subject to the Standard Terms, the Borrower must repay each drawing to ANZ in accordance with the repayment arrangements specified in the Letter of Offer and, if none are so specified, on the Termination Date, together with any unpaid interest and fees and all other amounts then outstanding under the Facility Documents in relation to the drawing.

7. Prepayment

Except as otherwise required under the Facility Documents, the Borrower may only prepay an amount under a Cash Advance Facility:

(a) on a Business Day, after giving 2 clear Business Days notice; and

(b) if the Borrower has paid to ANZ the amount which ANZ determines is required to compensate ANZ for all costs or losses which ANZ may incur, directly or indirectly, because of the prepayment.

8. Acknowledgment

The Borrower acknowledges that:

(a) it is difficult to predict with any certainty the future movements in interest rates;

(b) the interest costs of a fixed rate drawing may exceed those that would apply for a variable rate facility; and

(c) ANZ is not responsible in any way for any costs or losses that the Borrower may incur.

Schedule 1

DRAWDOWN NOTICE

Cash Advance Facility

To: Australia and New Zealand Banking Group Limited ACN 005 357 522 (ANZ)

Address:

Attention:

Borrower:

(Insert name and ABN or ACN of Borrower)

We refer to our Cash Advance Facility with ANZ.

1. We irrevocably request ANZ to provide the following drawing under the Facility:

(a) The drawdown date is:

(b) The amount of the drawing is:

(c) The Interest Period is (tick as applicable):

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6
months

(d) The amount is to be credited to the following account

£ Financial institution:

£ Account name:

£ BSB:

£ Account number:

2. We confirm that the representations in clause 9 of the Standard Terms will be true on the drawdown date specified above.

Dated:

SIGNED by:

(Insert name of Borrower)

by its Authorised Representative:

Signature

Name

[Or]

SIGNED by:

(Insert name of Borrower)

Signature

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Schedule 2

SELECTION NOTICE
Cash Advance Facility

To: Australia and New Zealand Banking Group Limited ACN 005 357 522 (ANZ)

Address:

Attention:

Borrower:

(Insert name and ABN or ACN of Borrower)

We refer to our Cash Advance Facility with ANZ.

1. We give ANZ irrevocable notice that:

(a) The amount of the drawing is: _____

(b) The last day of the expiring Interest Period is: _____

(c) The Interest Period which we have selected is (tick as applicable): ☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6
months

2. We confirm that the representations in clause 9 of the Standard Terms will be true on the date of this Selection Notice.

Dated: _____

SIGNED by:

(Insert name of Borrower)

by its Authorised Representative:

Signature

Name

[Or]

SIGNED by:

(Insert name of Borrower)

Signature

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Standard Terms

First edition 2011

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Standard Terms

1. Interpretation

1.1 Terms not otherwise defined in the Letter of Offer or in the Specific Terms have the following meanings:

Acceptance Date means the latest date on which the Letter of Offer is accepted by each Borrower as evidenced by its signature on the Letter of Offer.

ANZ means Australia and New Zealand Banking Group Limited ABN 11 005 357 522.

ANZ Appointee means any accountant, auditor, lawyer, valuer or other consultant appointed by ANZ.

ANZ Group Member means any of ANZ, its head office, branches, Subsidiaries, associated or affiliated entities or alliance partners.

Authorised Representative of a Borrower means a person nominated by the Borrower to ANZ in an Authorised Representative Certificate in respect of which: (a) the identity of that person has been verified to the satisfaction of ANZ; and (b) ANZ has not received notice of revocation of the appointment.

Authorised Representative Certificate means a notice in a form acceptable to ANZ which includes the original signature of an Authorised Representative.

Base Currency means, for a Facility, the currency in which the Facility Limit for that Facility is expressed.

Base Currency Amount means: (a) if a drawing is denominated in the Base Currency, the amount of that drawing in that currency; and (b) if a drawing is not denominated in the Base Currency, the amount of that drawing converted into the Base Currency by ANZ on the date ANZ makes a relevant calculation under clause 6.

Base Rate means: (a) in relation to drawings in Australian dollars, BBR; (b) in relation to drawings in New Zealand dollars, BKBM; (c) in relation to drawings in Euro, EURIBOR; and (d) in relation to drawings in any other currency, SIBOR or LIBOR (as nominated by ANZ).

BBR means, for a period:

(a) the applicable Screen Rate; or

(b) if: (i) no Screen Rate is available for a term equivalent to that period; or (ii) the basis on which the agreed Screen Rate page is calculated or displayed is changed and in ANZ's opinion it ceases to reflect ANZ's cost of funding to the same extent as at the Acceptance Date, and no new relevant page is specified under the definition of "Screen Rate", then in either case, BBR will be the rate determined by ANZ to be the arithmetic mean of the buying rates quoted to ANZ by three Reference Banks,

at or about 10.30 am (Sydney time) on the Quotation Day of that period. The buying rates must be for bills of exchange accepted by leading Australian banks which have a term equivalent to the period.

Rates will be expressed as a yield percent per annum to maturity and, if necessary, will be rounded up to the nearest fourth decimal place.

BKBM means, in relation to any drawing in New Zealand Dollars:

(a) the applicable Screen Rate; or

(b) if no Screen Rate is available for the period of the drawing, the arithmetic mean of the rates (rounded upwards to four decimal places) as supplied to ANZ at its request, which have been quoted by the Reference Banks to leading banks in the New Zealand interbank market,

at or about 10.40 am (Auckland time) on the Quotation Day for the offering of deposits in New Zealand dollars for a period comparable to the period of interest of the relevant drawing.

Borrower means the person or persons named as the Borrower in the Letter of Offer and, in relation to a Facility, the person or persons named as the Borrower for that Facility in the Letter of Offer. A reference to Borrower must be read subject to clause 1.5.

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in the place where ANZ's office shown in the Letter of Offer is located and, in relation to any date for payment or purchase of funds, the principal financial centre for the relevant currency

of those funds.

Change in Credit means, if following a Facility Review:

(a) ANZ would only be prepared to provide any one or more of the Facilities on different conditions from those on which it or they are provided at the time of the Facility Review; or

(b) ANZ would not be prepared to provide a Facility.

Change of Control means any circumstance where Control of an Obligor or any of its Holding Companies or Subsidiaries, in the opinion of ANZ, changes from that subsisting as at the Acceptance Date or from that to which ANZ last consented.

Code of Banking Practice means the Australian Bankers' Association Code of Banking Practice (May 2004 version) as amended by any amendment that is adopted by ANZ.

Compliance Certificate means a compliance certificate in form and substance satisfactory to ANZ required to be provided by the Borrower to ANZ under the Facility Documents.

Control means where a person owns beneficially, directly or indirectly, more than 50% of another person's issued voting securities or a person has the ability to direct or cause the direction of the management and policies of another person, whether through the ownership of voting securities, by contract or otherwise.

Corporations Act means the *Corporations Act 2001* (Cth).

Default means an Event of Default or any event or circumstance which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Facility Documents or any combination of any of the foregoing) be an Event of Default.

Due Diligence Review means a review of the existence, title or value of a Borrower's receivables and stock, receivables and stock controls, the collectability of receivables and other matters such as creditor values and ageing, statutory obligations to any tax authority or other Government Agency, any agreement to which a Borrower is party, a Borrower's employee payment obligations or any legal action to which a Borrower is party.

Email means information transmitted electronically over the internet or other electronic networks which is both delivered to an ANZ email address and recovered or downloaded from that email address using a post office protocol, internet message access protocol or similar system.

Encumbrance means:

(a) any security interest (as defined in the PPSA) or any right or interest of any kind given by way of security (including a mortgage, pledge, lien, charge or assignment);

(b) any other arrangement (including any preferential, trust or set-off arrangement) having a similar commercial effect as a grant of security; or

(c) a guarantee or indemnity,

but does not include any of the following transactions if the transaction does not secure payment or performance of an obligation:

(d) a transfer of an account or chattel paper;

(e) a commercial consignment; or

(f) a PPS lease,

(each as defined in the PPSA).

EURIBOR means, for any drawing in Euro or a period of any drawing in Euro:

(a) the applicable Screen Rate; or

(b) if: (i) no Screen Rate is available for the currency or a term equivalent to the period of that drawing; or (ii) the basis on which the agreed Screen Rate page is calculated or displayed is changed and in ANZ's opinion it ceases to reflect ANZ's cost of funding to the same extent as at the Acceptance Date, and no new relevant page is specified under the definition of "Screen Rate", then in either case, EURIBOR will be the rate determined by ANZ to be the arithmetic mean of the rates quoted to ANZ by three Reference Banks to leading banks in the European interbank market,

at or about 11:00 am (Brussels time) on the Quotation Day for the offering of deposits in Euro for a period comparable to the period of interest of the relevant drawing.

Rates will be expressed as a yield percent per annum to maturity and, if necessary, will be rounded up to the nearest fourth decimal place.

Event of Default means any event or circumstance that is specified as such in a Facility Document.

Facility means each facility to be made available to a Borrower under the Facility Documents.

Facility Amount Owed means, at any time for a Facility, the amount actually or contingently owing by the Borrower to ANZ under the Facility and includes Interest, fees and costs. For bank guarantees and other contingent liability instruments, it includes (without limitation) all amounts paid by ANZ or claimed by a beneficiary and the face value of any bank guarantees or other contingent liability instruments not yet expired.

Facility Documents means the Letter of Offer, these Standard Terms, any Specific Terms, any Security, any document listed in the Letter of Offer as a Facility Document and any other document entered into between ANZ and an Obligor (whether alone or with any other person) in connection with a Facility.

Facility Limit means, for a Facility, the amount specified as such in the Letter of Offer, as reduced or cancelled.

Facility Review means an assessment of the Facilities made by ANZ:

- (a) applying ANZ's then current criteria for assessing applications for the provision of Facilities; and
- (b) as if ANZ was assessing a new application at that time by the Borrower for the provision of the Facilities.

Financial Statements means, for a person, each of the following:

- (a) a statement of financial performance;
- (b) a statement of financial position; and
- (c) a statement of cash flow,

prepared using generally accepted accounting principles in its place of incorporation or residence, together with any notes to those documents and any accompanying reports, statements, declarations and other documents or information, and where that document is required to be audited, a copy of the auditor's letter to management in relation to the Financial Statements.

FX Terms and Conditions means the Terms and Conditions For Trading in Foreign Exchange and Derivatives Transactions (December 2008) as varied or replaced from time to time by ANZ.

Government Agency means: (a) a government or government department or other body; (b) a governmental, semi-governmental, intergovernmental, supranational or judicial person; and (c) a person (whether autonomous or not) charged with the administration of law (including the Australian Prudential Regulation Authority); and includes any self-regulatory organisation established under statute or any stock exchange.

Government Requirement means a law or regulation (including in relation to tax), or an order, treaty, policy, ruling, directive, guideline, standard, requirement or request of any Government Agency or central bank or other prudential supervisory or regulatory authority of any jurisdiction, having either force of law or with which responsible banks or financial institutions in the applicable jurisdiction would comply in practice. It does not include any tax imposed on ANZ's overall net income.

GST means: (a) the same as in the GST Law; (b) any other goods and services tax, or any tax applying to any transaction under or in relation to a Facility Document in a similar way; and (c) any additional tax, penalty tax, fine, interest or other charge under a law for such a tax.

GST Law means the same as "GST law" means in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Increased Costs means: (a) a reduction in the rate of return from the Facility or on ANZ's (or its affiliate's) overall capital (including as a result of any reduction in the rate of return on capital brought about by more capital being required to be allocated by ANZ); (b) an additional or increased cost; or (c) a reduction of any amount due and payable under any Facility Document, in each case which is incurred or suffered by ANZ or any of its affiliates in connection with the performance of its obligations under the Facility Documents or any drawing or other utilisation of the Facility.

Insolvent means, in respect of a person, the happening of any of these events to that person:

- (a) the person is, or states that it is, or is presumed under any law to be, an insolvent under administration or insolvent (each as defined in the Corporations Act);
- (b) the person has had a controller appointed

over any of its property, is in liquidation, in provisional liquidation, under administration or wound up, or has had a receiver, or a receiver and manager, appointed to any part of its property (and "controller", "receiver" and "receiver and manager" each have the meanings given in the Corporations Act);

(c) the person is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute, or dissolved, in each case other than to carry out a reconstruction or amalgamation while solvent on terms approved by ANZ;

(d) an application or order has been made, (and, in the case of an application, it is not stayed, withdrawn or dismissed within 10 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with the person, which is preparatory to or could result in any of the things referred to above;

(e) the person stops, suspends, or threatens to stop or suspend payment of all or a class of the person's debts;

(f) the person is taken (under section 459F of the Corporations Act) to have failed to comply with a statutory demand;

(g) the person is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or it makes a statement from which ANZ reasonably deduces they are so subject);

(h) if the person is a natural person, the person has a bankruptcy notice issued against the person or a receiver or a trustee for creditors or in bankruptcy is appointed to any of the person's property, or the person dies, is imprisoned or becomes incapable of managing their own affairs;

(i) the person is otherwise unable to pay its debts when they fall due; or

(j) something having a substantially similar effect to any of the things referred to above happens in connection with the person under any law.

ISDA means a 2002 ISDA Master Agreement.

Letter of Offer means any letter of offer, restatement letter of offer, review and variation letter or variation letter between ANZ and the Borrower in relation to the Facilities or any other document between ANZ and the Borrower in relation to the Facilities that the parties agree in

writing is a Letter of Offer.

LIBOR means, for any drawing or a period of any drawing:

(a) the applicable Screen Rate; or

(b) if: (i) no Screen Rate is available for the currency or a term equivalent to the period of that drawing; or (ii) the basis on which the agreed Screen Rate page is calculated or displayed is changed and in ANZ's opinion it ceases to reflect ANZ's cost of funding to the same extent as at the Acceptance Date, and no new relevant page is specified under the definition of "Screen Rate", then in either case, LIBOR will be the rate determined by ANZ to be the arithmetic mean of the rates as quoted to ANZ by three Reference Banks to leading banks in the London interbank market,

at or about 11:00 am (London time) on the Quotation Day for the offering of deposits in the currency of that drawing and for a period comparable to the period of interest for that drawing.

Rates will be expressed as a yield percent per annum to maturity and, if necessary, will be rounded up to the nearest fourth decimal place.

Market Disruption Event means:

(a) at or about noon on the Quotation Day of any period for which an interest rate is to be determined the Screen Rate is not available and none or only one of the Reference Banks supplies a rate to ANZ to determine the Base Rate for the relevant period;

(b) in relation to a Facility for which the Base Rate to calculate the relevant interest rate was to have been BBR, before 5pm (Sydney time) on the Business Day after the Quotation Day of any period for which an interest rate is to be determined, ANZ notifies the Borrower that as a result of market circumstances not limited to it (whether or not those circumstances, or their effect on ANZ's cost of funds, subsist on the date it becomes a lender) the cost to it of funding its participation in the Facility is or would be in excess of BBR; or

(c) in relation to a drawing for which the Base Rate to calculate the relevant interest rate was to have been BKB, LIBOR, SIBOR or EURIBOR (as applicable), before 5pm (Sydney time) on the Business Day after the Quotation Day of any period for which an interest rate is to be determined, ANZ notifies the Borrower that as a

result of market circumstances not limited to it (whether or not those circumstances, or their effect on ANZ's cost of funds, subsist on the date it becomes a lender);

- (i) the cost to it on the Quotation Day of obtaining matching deposits in the Relevant Interbank Market expressed as a rate percent per annum is or would be in excess of BKBM, LIBOR, SIBOR or EURIBOR (as applicable); or
- (ii) it is unable to obtain matching deposits in the Relevant Interbank Market.

Material Adverse Effect means a material adverse effect, in ANZ's opinion, on: (a) the business, operation, property or condition (financial or otherwise) of any Obligor; (b) the ability of an Obligor to perform its obligations under the Facility Documents; (c) the effectiveness or priority of any Security; or (d) the validity or enforceability of the whole or any material part of any Facility Document or any material rights or remedies of ANZ under the Facility Documents.

Nominated Representative of an Obligor means a person nominated by the Obligor to ANZ in a Nominated Representative Certificate in respect of which: (a) the identity of that person has been verified to the satisfaction of ANZ; and (b) ANZ has not received notice of revocation of the nomination.

Nominated Representative Certificate means a notice in a form acceptable to ANZ signed by an Obligor nominating the Nominated Representative as a person who may send management accounts to ANZ by email and which includes the original signature of a Nominated Representative.

Obligor means each Borrower, each Security Provider and any other person that ANZ and a Borrower agree in writing is an Obligor.

Payment Plan means any payment plan arrangement that a person enters into with a tax authority or other Government Agency in relation to outstanding tax liabilities.

Personal Information means any information about a natural person.

PPSA means the *Personal Property Securities Act 2009* (Cth).

Quotation Day means, in relation to any period for

which an interest rate is to be determined:

- (a) (if the currency is Australian dollars) the first day of that period;
- (b) (if the currency is sterling) the first day of that period;
- (c) (if the currency is Euro) two TARGET Days before the first day of that period; or
- (d) (for any other currency) two Business Days before the first day of that period,

unless market practice differs in the Relevant Interbank Market for a currency, in which case the Quotation Day for that currency will be determined by ANZ in accordance with market practice in the Relevant Interbank Market (and if quotations would normally be given by leading banks in the Relevant Interbank Market on more than one day, the Quotation Day will be the last of those days).

Reference Bank means:

- (a) in relation to BBR, ANZ, Westpac Banking Corporation, Commonwealth Bank of Australia and National Australia Bank Limited;
- (b) in relation to BKBM, the principal office in Auckland of ANZ National Bank Limited, Bank of New Zealand, Westpac New Zealand Limited and ASB Bank Limited; and
- (c) in relation to SIBOR, LIBOR, EURIBOR, three major banks in the Relevant Interbank Market as ANZ may decide,

or such other banks as ANZ may decide.

Reference Rate means the rate published as such on ANZ's website or weekly (usually each Monday) in the Australian Financial Review.

Relevant Interbank Market means:

- (a) in relation to Australian dollars, the Australian bank bill market;
- (b) in relation to Euro, the European interbank market; and
- (c) in relation to any other currency, the relevant interbank market nominated by ANZ.

Review Date means the date specified as such in the Letter of Offer.

Review Event means each event specified as such in a Facility Document.

Screen Rate means:

- (a) in relation to BBR, the average bid rate displayed on the Reuters screen BBSY page;
- (b) in relation to BKBM, the average bid rate displayed on the Reuters Page BKBM;
- (c) in relation to LIBOR, the British Bankers' Association Interest Settlement Rate for the relevant currency displayed on the appropriate page of the Reuters screen;
- (d) in relation to EURIBOR, the percentage rate per annum determined by the Banking Federation of the European Union displayed on the appropriate page of the Reuters screen; and
- (e) in relation to SIBOR, the average rate published on the Reuters Page SIBOR,

for a term equivalent to the relevant period.

If the agreed page is replaced or service ceases to be available, or the basis on which that rate is calculated or displayed is changed and in ANZ's opinion it ceases to reflect ANZ's cost of funding to the same extent as at the Acceptance Date, ANZ may specify another page or service displaying the appropriate rate.

Security means each Encumbrance set out in the Letter of Offer as a "Security" and any substituted or additional Encumbrance given in connection with a Facility Document or which otherwise secures or guarantees liabilities in connection with a Facility Document.

Security Property means each freehold or leasehold property over which a Security is held, and any substituted or additional Security Property.

Security Provider means a person named as a Security Provider in the Letter of Offer and any other person who provides an Encumbrance to ANZ in respect of the obligations of any Borrower to ANZ.

SIBOR means, for any drawing or a period of any drawing:

- (a) the applicable Screen Rate; or
- (b) if: (i) no Screen Rate is available for the currency or a term equivalent to the period of that drawing; or (ii) the basis on which the agreed Screen Rate page is calculated or displayed is changed and in ANZ's opinion it ceases to reflect ANZ's cost of funding to the same extent as at the Acceptance Date, and no new relevant page is

specified under the definition of "Screen Rate", then in either case, SIBOR will be the rate determined by ANZ to be the arithmetic mean of the rates as quoted to ANZ by three Reference Banks to leading banks in the Singapore interbank market,

at or about 11.00 am (Singapore time) on the Quotation Day for the offering of deposits in the currency of that drawing and for a period comparable to the period of interest for that drawing.

Rates will be expressed as a yield percent per annum to maturity and, if necessary, will be rounded up to the nearest fourth decimal place.

Specific Terms means the specific terms which apply to a Facility, the details of which are noted in the Letter of Offer.

Standard Terms means this document.

Sub-Limit means, for a Facility, the amount specified as such in the Letter of Offer, as reduced or cancelled.

TARGET means Trans-European Automated Real-time Gross Settlement Express Transfer payment system.

TARGET Day means any day on which TARGET is open for the settlement of payments in Euro.

Termination Date means, for a Facility, the earlier of: (a) the termination date for the Facility set out in the Letter of Offer and, where a Facility is available at least until the next Review Date, the termination date is a date that is not before that Review Date; or (b) the day when ANZ terminates its obligations in relation to the Facility under the Facility Documents.

Total Amount Owing means, at any time, the total of every Facility Amount Owing and any other amounts which are then due for payment or which will or may become due for payment in connection with the Facility Documents.

Total Facility Limit means the sum of the Facility Limits for all Facilities, as reduced or cancelled.

Uncommitted Markets Facility means any foreign exchange dealing facility, interest rate swap facility (including any inflation swap), commodity trading facility, or other facility designated as such in writing between ANZ and a Borrower and includes

all transactions under any such facility.

Valuation means a valuation of a Security Property for mortgagee purposes by a licensed valuer approved by ANZ that is satisfactory to ANZ and issued to ANZ on its instructions or, if applicable, assigned to ANZ and on which ANZ is legally entitled to rely.

Variation Notice means a communication setting out the new conditions (including as to pricing and security, if applicable) on which ANZ is prepared to continue a Facility.

1.2 Unless a contrary indication appears, a reference to:

(a) a person includes any natural person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the above, and any executor, administrator, successor, substitute (including by novation) and assign of the person;

(b) a provision of law or regulation is a reference to that provision as amended or re-enacted;

(c) any document refers to that document as amended, novated, supplemented or replaced from time to time; and

(d) a party to any document includes a successor in title or a permitted substitute or assign of that party.

1.3 Headings are for convenience only, and do not affect interpretation.

1.4 The words Associate, Subsidiary, Holding Company and Related Body Corporate have the same meanings as in the Corporations Act.

1.5 If a Borrower, a Security Provider or an Obligor is made up of more than one person:

(a) the liability of those persons under the Facility Documents is joint and several; and

(b) a reference to Borrower, Security Provider or Obligor includes a reference to each of those persons individually and to any two or more of them together except that where a person is granted the use of a Facility, a reference to Borrower is to that person only.

1.6 The words including or for example or similar expressions when introducing an example do not limit the meaning of the words to which the example relates.

1.7 A Default or Review Event is continuing if it has not been remedied to the satisfaction of ANZ or waived by ANZ in writing.

2. Conditions Precedent

ANZ's obligation to provide any drawing under, or make available, a Facility is conditional on the following conditions being met, in form and substance satisfactory to ANZ, or waived by ANZ in writing:

(a) (Facility Documents) ANZ has received originals of each Facility Document duly executed by all parties to it together with, where applicable, any document necessary to perfect or register it;

(b) (duties and taxes) each relevant Facility Document has had any necessary duties or taxes paid on it or ANZ has been provided with sufficient same day funds to enable the payment of any such duties or taxes, together with any necessary documents to effect the payment of such duties and taxes;

(c) (trust deed) if an Obligor is entering into any Facility Document as trustee of a trust, ANZ has received a copy of the trust deed certified as being complete, correct and up to date and the terms of that trust deed are satisfactory to ANZ;

(d) (Authorised Representatives) ANZ has received a properly completed and executed Authorised Representative Certificate from each Borrower and the identity of each Authorised Representative has been verified to ANZ's satisfaction;

(e) (legal opinion) ANZ has received any legal opinion it requires;

(f) (KYC) all "know your customer" (or similar requirements) checks are complete and satisfactory to ANZ;

(g) (no amount owing) no fee or other amount due and owing by a Borrower under any Facility Document remains unpaid;

(h) (no Default) no Default or Review Event is continuing;

(i) (Facility Limit) after the drawing, any Facility Limit or Sub-Limit would not be exceeded;

(j) (advice) if ANZ requires, evidence that each Obligor who is a natural person has received independent legal, financial or other advice before executing any Facility Document;

(k) (clubs, societies and other incorporated associations) in relation to any Obligor that is a club, society or other incorporated association or co-operative, ANZ has received a copy of its constitution or book of rules and either its certificate of incorporation (if applicable) or confirmation of its registration;

(l) (information) ANZ has received such other documents or information as it may require, and the results of any searches, enquiries and reports required by it are satisfactory to ANZ; and

(m) (other conditions) all other conditions precedent set out in the Letter of Offer and any relevant Specific Terms have been satisfied.

3. The Facility

3.1 At no time must the aggregate drawings under the Facilities exceed the Total Facility Limit and the aggregate drawings under an individual Facility exceed its Facility Limit or Sub-Limit, as the case may be.

3.2 If a Facility is not drawn down or used within 90 days after the Acceptance Date or such other period as ANZ agrees, ANZ may terminate the Facility or conduct a Facility Review as if a Review Event had occurred.

4. Fees and Interest

4.1 The Borrower must pay interest on those parts of a Facility for which an interest rate is specified in the Letter of Offer. Interest accrues daily on the principal amount outstanding under the relevant Facility on the basis of actual number of days elapsed and a year of 360 or 365 days (depending on the relevant currency), as determined conclusively by ANZ. Interest must be paid on such days as are specified for the relevant Facility in the Letter of Offer or any Specific Terms.

4.2 ANZ may consolidate outstanding interest periods in respect of different drawings under the same Facility to ensure that the relevant drawings have the same repayment date.

4.3 In addition to any fee or charge referred to in the Letter of Offer, the Borrower must also pay any other changed or new fee or charge notified to it. If the fee is referable to a period, the fee is calculated on the basis of actual days elapsed and a year of 360 or 365 days (depending on the relevant currency), as ANZ determines.

4.4 All fees and charges payable are non-refundable and exclusive of any tax or similar charges.

4.5 In addition to its rights under clause 15, ANZ may introduce new fees or charges for any Facility. Any new fee or charge will be notified to the Borrower in writing no later than 30 days before the change takes effect.

4.6 ANZ may change existing fees or charges as well as when, how often and how the Borrower must pay them. Any change will be notified no later than the day on which the change takes effect by an advertisement in a major or national daily newspaper or in writing to the Borrower.

5. Repayment, Prepayment, Redrawing and Cancellation

5.1 The Borrower must repay each drawing under a Facility in accordance with the Letter of Offer, any Specific Terms for the Facility or as otherwise agreed between the Borrower and ANZ. On the Termination Date for a Facility, the Borrower must pay ANZ the Facility Amount Owed. On the last of the Termination Dates for the Facilities, the Borrower must also pay to ANZ all other amounts outstanding under the Facility Documents.

5.2 Any notice of cancellation or prepayment is irrevocable and must specify the date upon which the relevant cancellation or prepayment is to be made and the amount to be cancelled or prepaid.

5.3 Any prepayment must be made together with accrued interest on the amount prepaid and, subject to the payment by the Borrower of break funding costs or early repayment fees, if any, determined by ANZ and notified to the Borrower, may be made without premium or penalty. No part of a Facility cancelled may be subsequently reinstated.

5.4 Unless a Facility Document provides otherwise, any part of a Facility which is prepaid or repaid may be redrawn in accordance with the terms of the Facility Documents.

6. Currencies

6.1 Unless another Facility Document provides otherwise, all payments to ANZ under a Facility Document must be made in the same currency as the drawing or obligation to which it relates.

6.2 The method to be applied for conversion of one currency to another will be ANZ's standard procedures for currency conversion.

6.3 If, at any time, ANZ calculates that the Base Currency Amount of the outstanding drawings under a Facility exceeds 110% of the Facility Limit for that Facility for a period of four or more consecutive Business Days, the Borrower must, within two Business Days of a request from ANZ, either: (a) repay, or provide cash cover for, so much of the outstanding drawings as is necessary to ensure that, after doing so, the Base Currency Amount of the outstanding drawings is less than or equal to the Facility Limit; or (b) provide additional security acceptable to ANZ that ANZ may require. A Borrower may provide cash cover by placing an amount on deposit with ANZ in a blocked account and providing ANZ with security and set-off rights acceptable to ANZ. Subject to the Facility Documents, a Borrower may redraw any part of a Facility which is repaid under this clause 6.3.

7. Default Interest

If an Obligor fails to pay any amount payable by it under a Facility Document on its due date, or a Borrower draws an amount in excess of a Facility Limit, interest will accrue on the overdue amount from the due date, and on the excess amount from the date of the excess, up to the date of actual payment or repayment (both before and after judgment) at the default rate specified in the Letter of Offer. The period for which an overdue amount or excess remains unpaid may be divided into separate periods which ANZ may select in its absolute discretion and, if unpaid at the end of each such period, the relevant interest will be capitalised (so as to become principal) and itself bear interest in accordance with this provision. Any overdue amount or excess amount is immediately due and payable. Any default interest is payable on the first Business Day of each month.

8. Payments

8.1 Each Obligor must make all payments under the Facility Documents: (a) in immediately available, freely transferable funds to such accounts with such banks and in such currency as ANZ may notify the Obligor; (b) exclusive of any tax or similar charges; and (c) without any set-off or counter-claim and free and clear of any withholding or deduction (including in respect of tax) except as required by law. If any deduction (including in respect of tax other than any tax imposed on ANZ's overall net income) is made, the amount of payment due will be increased to an amount which, after making such deduction, leaves an amount equal to the payment which would have been due if no deduction had been required. The Obligor must provide ANZ with such evidence as ANZ may require (including certified copies of all relevant receipts) that such payment has been made to the relevant authority. Each Obligor indemnifies ANZ against any loss suffered or cost incurred by ANZ arising from any Obligor's failure to make that withholding, deduction or payment as required. It does not include a tax on ANZ's net income.

8.2 Each Obligor irrevocably authorises ANZ to debit any of its accounts with any amount payable by it under any Facility Document. ANZ may debit an amount to an Obligor's account without making a demand even though another provision of a Facility Document says that the amount is immediately due and payable or payable on demand.

8.3 However, ANZ does not have to debit an Obligor's account and may ask the Obligor to pay the amount to it. If ANZ debits an Obligor's account, ANZ will notify the Obligor that it has done this.

8.4 If a payment date is not a Business Day, the relevant payment obligation will be due on the preceding Business Day.

8.5 If a payment date is on the 29th, 30th or 31st day of a month which does not contain that date, the relevant payment obligation will be due on the last Business Day of that month.

9. Representations and Warranties

Each Obligor represents and warrants to ANZ on the Acceptance Date and at all times thereafter that:

(a) (status) if it is a corporation, it is duly incorporated and validly existing under the laws of its jurisdiction of incorporation;

(b) (binding obligations) the obligations expressed to be assumed by it in the Facility Documents are, subject to any necessary stamping and registration requirements, equitable principles and laws generally affecting creditor's rights, legal, valid, binding and enforceable obligations;

(c) (no contravention) the entry into and performance by it of, and the transactions contemplated by, the Facility Documents do not and will not conflict with: (i) any law or regulation applicable to it; (ii) its constitutional documents (including any constitution, partnership document, book of rules or trust deed), if any; or (iii) any authorisation, licence, agreement or instrument binding upon it or any of its assets;

(d) (power and authority) it has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Facility Documents and the transactions contemplated by the Facility Documents;

(e) (no default) no Event of Default is continuing or might reasonably be expected to result from the making of any drawing under a Facility, no event or circumstance is outstanding which has or, in the opinion of ANZ, might reasonably be expected to have a Material Adverse Effect and no event or circumstance is outstanding which constitutes a default under any other agreement binding upon it including any payment or other contractual obligations which might reasonably be expected to have a Material Adverse Effect;

(f) (not Insolvent) it is not Insolvent and there are no reasonable grounds to suspect that it will become Insolvent;

(g) (information disclosed) it has disclosed to ANZ all Information (financial or otherwise) relating to it and all other relevant parties which is reasonably likely to be material to an assessment by ANZ of the risks that it assumes by entering into

the Facility Documents or continuing to provide a Facility and that information was true, complete and accurate in all material respects as at the date it was given and is not misleading (including by omission) in any respect;

(h) (no litigation) to the best of its knowledge and belief, no litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect has been started or threatened against it;

(i) (title) it has a good, valid and marketable title to, or valid and enforceable leases or licences of, the assets necessary to carry on its business as presently conducted;

(j) (authorisations) all authorisations, consents, approvals, exemptions or licences required or desirable to enable it to enter into and perform its obligations under the Facility Documents or for carrying on its business as presently conducted, have been obtained or effected and are in full force and effect;

(k) (no trust) unless prior to the Acceptance Date it has disclosed in writing to ANZ that it is acting in a trustee capacity or on behalf of another party, it is acting on its own behalf in entering into the Facility Documents and in applying for and using any of ANZ's products or services;

(l) (Financial Statements) all audited and unaudited Financial Statements it has provided to ANZ at any time have been prepared using generally accepted accounting principles in its place of incorporation or residence, consistently applied, and are complete, true and fairly represent its financial condition as at the date of such Financial Statements, and disclose all of its material liabilities (actual or contingent). There has been no change in its financial circumstances since the date of the most recent Financial Statements that might reasonably be expected to have a Material Adverse Effect. Any financial projections provided by it have been prepared in good faith on the basis of recent historical information and reasonable assumptions;

(m) (environmental laws) it has performed and observed in all material respects all applicable environmental laws, regulations, permits, conditions, covenants, restrictions or agreements directly or indirectly concerned with any contamination, pollution or waste or the release

or discharge of toxic or hazardous substance in connection with any real property which is or was at any time owned, leased or occupied by it or on which it has conducted any activity where failure to do so might reasonably be expected to have a Material Adverse Effect;

(n) (environmental litigation) no claim, proceeding or investigation by any person in respect of any applicable environmental laws and regulations has been commenced or threatened against it where any adverse determination of that claim, proceeding or investigation might reasonably be expected to have a Material Adverse Effect;

(o) (benefit) it benefits by entering into the Facility Documents to which it is a party;

(p) (filings and taxes) it has lodged all its tax filings when required to be lodged and paid all its taxes when due and payable (other than any tax being contested in good faith provided that tax may be lawfully withheld, sufficient reserves have been set aside and such tax is promptly paid on final determination of the contest);

(q) (compliance with law) it is in compliance in all material respects with all laws binding on it;

(r) (maintenance of assets) it is maintaining its assets in a good state of repair and in good working order consistent with the exercise of that degree of skill, prudence, foresight and operating practice which would reasonably be expected from a reputable operator of a business similar to the Obligor's business, allowing for fair wear and tear;

(s) (related party and financial assistance) the Facility Documents and the transactions that they contemplate or may be used for do not contravene Chapter 2E or 2J of the Corporations Act (or any similar legislation under any jurisdiction outside Australia); and

(t) (trusts) if it enters into a Facility Document as trustee of a trust:

- (i) the trust is validly constituted and exists;
- (ii) it is the sole trustee, it has not given any notice of resignation and no action has been taken to remove it or to appoint an additional trustee of the trust;
- (iii) it has power and all action has been taken that is necessary or desirable to: (A) own the trust assets and carry on the business

of the trust as it is now being conducted; and (B) enter into each Facility Document to which it is a party, perform its obligations under those documents and ensure that those documents are binding on it as trustee of the trust;

(iv) its entry into each Facility Document to which it is a party is part of the proper administration of the trust, for the commercial benefit of the trust and for the benefit of the beneficiaries of the trust;

(v) it has the right to be indemnified out of the trust assets in relation to any liability arising under or in connection with each Facility Document to which it is a party and it has not released or disposed of its equitable lien over the trust assets;

(vi) it has disclosed to ANZ full particulars of the trust and has given ANZ a complete, correct and up to date copy of the trust deed; and

(vii) it is not in breach of any of its obligations as trustee of the trust.

10. Undertakings

10.1 (Obligors) Each Obligor must, for so long as any Facility subsists:

(a) (no Encumbrance) not, and must ensure that each of its Subsidiaries does not, create or permit to subsist any Encumbrance over any of its assets except for Encumbrances: (i) existing and disclosed in writing to ANZ at the Acceptance Date; (ii) created by operation of law and in the ordinary course of trading that will not, in the reasonable opinion of ANZ, materially affect such Obligor's ability to perform its obligations under the Facility Documents; (iii) the creation of which cannot be restricted at law provided that the holder of the Encumbrance first enters into a deed of priority in a form and substance acceptable to ANZ; (iv) granted to ANZ under any Facility Document; or (v) created with the prior written consent of ANZ;

(b) (payment ranking) ensure that its payment obligations under the Facility Documents at all times rank at least equally and rateably with all its other unsecured and unsubordinated indebtedness;

(c) (taxes and laws) pay all taxes payable by it when due and comply in all respects with all laws binding on it or any of its assets;

(d) (Payment Plan) immediately notify ANZ if it fails to make any scheduled payments under a Payment Plan or the due date for any payment under a Payment Plan is extended;

(e) (information) provide ANZ with such information relating to its business, assets, liabilities, finances, operation and management from time to time in such form and by the time as ANZ may require including all documents dispatched by any Obligor to any stock exchange or to its shareholders (or any class of them) or its creditors generally (or any class of them) at the same time as they are dispatched;

(f) (misrepresentation) promptly notify ANZ if it becomes aware that any representation or warranty given by it in connection with any Facility has or will become incorrect or misleading (including by omission);

(g) (maintain status) maintain its legal status as at the Acceptance Date;

(h) (maintain business) not make any material change to the general nature of its business from that carried on at the Acceptance Date;

(i) (maintain assets) maintain its assets in a good and substantial state of repair, working order and condition;

(j) (Default) promptly upon becoming aware of its occurrence, notify ANZ of: (i) any Default; or (ii) any event or circumstance which constitutes a default under any other agreement binding upon it which, if terminated, might reasonably be expected to have a Material Adverse Effect, and, in each case, the steps, if any, being taken to remedy it;

(k) (litigation) promptly notify ANZ of any litigation, arbitration or administrative proceedings started or threatened against it which, if adversely determined, might reasonably be expected to have a Material Adverse Effect;

(l) (do other things) promptly execute all documents and do all things that ANZ may reasonably specify in connection with any Facility Document including the perfection of security and/or the facilitation of any dealings by ANZ pursuant to powers given to it under any Facility Document;

(m) (authorisations) obtain and maintain in full force and effect any authorisation, consent or approval required to enable it to: (i) perform its obligations under the Facility Documents; (ii) ensure the legality, validity, enforceability or admissibility in evidence of the Facility Documents; and (iii) carry on its business as presently conducted;

(n) (change in officers) promptly notify ANZ of: (i) any material change in its directors; (ii) the termination of the appointment of any Authorised Representative or Nominated Representative; and (iii) the nomination of any new Authorised Representative or Nominated Representative and provide ANZ with a new Authorised Representative Certificate or Nominated Representative Certificate, as the case may be;

(o) (environmental laws):

(i) comply with all applicable environmental laws and regulations;

(ii) obtain, maintain and ensure compliance with all requisite environmental permits; and

(iii) implement procedures to monitor compliance with and to prevent liability under any applicable environmental laws and regulations,

in each case where failure to do so might reasonably be expected to have a Material Adverse Effect; and

(iv) if requested by ANZ and at the Obligor's cost, provide any environmental audit or assessment required by ANZ of any Security Property;

(p) (environmental litigation) promptly upon becoming aware, notify ANZ of: (i) any claim, proceeding or investigation in respect of any applicable environmental laws and regulations which is current, pending or threatened against any Obligor; and (ii) any facts or circumstances which might reasonably be expected to result in any such claim being commenced or threatened against any Obligor, in each case where any adverse determination of that claim might reasonably be expected to have a Material Adverse Effect;

(q) (insurance): (i) maintain insurances in relation to its business and assets under a policy or

policies that are acceptable to ANZ with reputable underwriters or insurance companies against those risks and to the extent usual for persons carrying on similar business (which must be for the full replacement value of the property insured) and which clearly note ANZ's interest in the policy or policies; (ii) within 10 Business Days of request by ANZ, provide a cover note or certificate of currency or other evidence satisfactory to ANZ that premiums are paid to date; and (iii) notify ANZ in the event that an insurance policy is breached, an insurance is cancelled or the nature of a cover changes;

(r) (keep books) keep proper books and financial records (as those terms are defined in the Corporations Act), and permit ANZ or its representatives on request to examine and take copies of them;

(s) (maintain capital) not reduce its capital or allow its capital to be capable of being called up only in certain circumstances;

(t) (other undertakings) comply with each additional undertaking or covenant set out in the Letter of Offer and any applicable Specific Terms; and

(u) (trusts) if it enters into a Facility Document as trustee of a trust:

- (i) comply with its obligations as trustee of the trust;
- (ii) ensure that all assets that are acquired for the trust are acquired in its name;
- (iii) ensure that no part of the trust assets is transferred (other than a transfer for valuable consideration) to any other person, or mixed with any other property, without ANZ's prior written consent;
- (iv) not make any distribution of: (A) the capital of the trust without ANZ's prior written consent; or (B) the income of the trust if an Event of Default or Review Event has occurred;
- (v) not release, dispose of or otherwise prejudice its right of indemnity against the trust assets or equitable lien over the trust assets;
- (vi) if the trust is a unit trust, ensure that no units are issued, redeemed or transferred without ANZ's prior written consent; and

(vii) ensure that its powers in relation to the trust are not revoked and the terms of the trust are not amended without ANZ's prior written consent.

10.2 (Partnerships) If an Obligor is a partnership: (a) it must promptly notify ANZ if a person ceases to be, or becomes, a partner; (b) each partner is liable separately, and together with other partners liable jointly, for the obligations and liabilities of the Obligor under the Facility Documents to which the Obligor is a party; and (c) each Facility Document will continue to bind each person who is a partner at the Acceptance Date and each person who becomes a partner, despite changes in the membership of the partnership or the fact that the person is no longer a member of the partnership.

11. Management Accounts

11.1 Where a Facility Document requires an Obligor to give ANZ management accounts, the Obligor may provide the management accounts to ANZ by email sent by: (a) a director, partner or sole trader, as the case may be; or (b) a Nominated Representative of that Obligor.

11.2 Where a director, partner or sole trader, as the case may be, of an Obligor sends management accounts to ANZ, the Obligor represents and warrants to ANZ that the Obligor and that director, partner or sole trader certifies the management accounts as being true and correct and not misleading in any way on the date that ANZ receives them.

11.3 Where a Nominated Representative of an Obligor sends the management accounts to ANZ: (a) the Obligor must ensure that the Nominated Representative copies the email to at least one director, partner or sole trader, as the case may be; and (b) the Obligor represents and warrants to ANZ that the Obligor and that director, partner or sole trader certifies the management accounts as being true and correct and not misleading in any way on the date that ANZ receives them.

12. Direct Debit Arrangements

12.1 Where ANZ requires an Obligor to provide ANZ with authority to debit the Obligor's account held with another person for any payment or cost, the Obligor must execute any document that ANZ requires to authorise ANZ to debit that account.

12.2 Despite the Obligor authorising ANZ to debit the Obligor's account for an amount: (a) if ANZ does not do so, ANZ does not waive any obligation that the Obligor may have to pay ANZ that amount; and (b) the Obligor may be obliged to pay an amount to ANZ other than by ANZ debiting that account.

13. Due Diligence Review

This clause 13 only applies where a Facility Document provides it applies to a Borrower. Within 60 days of the end of each financial quarter or such other time that ANZ and the Borrower agree, ANZ may engage any ANZ Appointee to conduct any Due Diligence Review of the Borrower at the Borrower's cost. The Borrower must co-operate with, and provide any assistance to, any ANZ Appointee. The Borrower releases ANZ, its affiliates, agents, employees, officers and any ANZ Appointee from any loss, liability, cost or expense that is caused (directly or indirectly) by anything that an ANZ Appointee does or does not do arising out of the provision of a service to ANZ.

14. Events of Default

14.1 An Event of Default occurs if:

- (a) (payment breach) an Obligor fails to pay when due any amount payable by it under a Facility Document;
- (b) (financial covenants) any financial covenant set out in a Facility Document is breached or not complied with;
- (c) (other breach) an Obligor breaches any obligation in a Facility Document (other than a payment obligation, a financial covenant obligation or a breach referred to elsewhere in this clause) and, if capable of remedy, does not remedy the breach to ANZ's satisfaction within 5 Business Days of it occurring;
- (d) (misrepresentation) a representation or warranty in, or information given to ANZ in connection with, a Facility Document was incorrect or misleading (including by omission) when made or given;
- (e) (cross default) any present or future monetary obligation of an Obligor to any person is not paid when due (or within any originally applicable grace period) or becomes due and payable, or capable of being declared due and

payable, before its stated maturity as a result of an event of default or review event (however described);

(f) (Payment Plan default) an event of default or termination (however described) occurs under any Payment Plan into which an Obligor has entered;

(g) (Insolvent) an Obligor is or becomes Insolvent;

(h) (action on assets) any expropriation, attachment or sequestration affects any asset or assets of an Obligor;

(i) (enforcement) distress is levied or a judgment, order or Encumbrance is enforced, or becomes enforceable, against an Obligor or any of its property;

(j) (Inability to perform) it is or becomes unlawful for an Obligor to perform any of its obligations under any Facility Document;

(k) (repudiation) an Obligor repudiates any Facility Document;

(l) (cease business) an Obligor ceases, suspends or abandons all or a substantial part of its business;

(m) (Material Adverse Effect) any event occurs that has or might reasonably be expected to have a Material Adverse Effect;

(n) (auditors) the auditors of an Obligor qualify its Financial Statements in a manner not acceptable to ANZ;

(o) (Change of Control) a Change of Control occurs without ANZ's prior written consent;

(p) (merger) an Obligor enters into any amalgamation, consolidation, demerger, merger or corporate reconstruction without ANZ's prior written consent;

(q) (listing) an Obligor's ordinary shares are listed on any stock exchange and cease for any reason to be listed or traded, other than as a result of a voluntary suspension for a period of not more than 10 Business Days;

(r) (Facility Document ineffective) all or a provision of a Facility Document: (i) does not have effect, or ceases to have effect, in accordance with

its terms; or (ii) is or becomes void, voidable, illegal, invalid or unenforceable;

(s) (Facility used for different purpose) a Facility is used for a purpose other than the purpose for which it was made available;

(t) (garnishee notice) a garnishee notice is given to an Obligor in respect of tax or other money that the Obligor is said to owe;

(u) (financial assistance and capital not maintained) without ANZ's prior written consent, an Obligor passes a resolution or takes a step to: (i) give financial assistance, whether directly or indirectly, for the purpose of, or in connection with, an acquisition or proposed acquisition of its shares or the shares of a Holding Company; (ii) reduce its share capital; (iii) limit its ability to make calls on its uncalled share capital; or (iv) buy shares in itself other than by redeeming redeemable preference shares;

(v) (compulsory acquisition) all or a material part of an Obligor's assets is: (i) compulsorily acquired by any Government Agency; or (ii) sold or divested by the Obligor due to a binding order from a Government Agency, and in each case the Obligor is not compensated in a manner acceptable to ANZ;

(w) (other default) an event occurs which is specified in a Facility Document as an "Event of Default", or an event of default (however described) occurs under any other document between ANZ and an Obligor;

(x) (natural person) any Obligor is a natural person (including a partner) and the Obligor dies, no longer has full legal capacity or becomes otherwise incapable of managing their own affairs for any reason;

(y) (trusts) any Obligor is a trustee of a trust and: (i) without ANZ's prior written consent, it ceases to be the trustee of the trust or a new trustee is appointed; (ii) the trust vests, terminates or is held by a court or conceded by the Obligor not to have been properly constituted or the winding up of the trust commences for any reason (including the beneficiaries resolving to wind it up); (iii) any part of the trust assets is resettled, set aside or brought under the control of any court without ANZ's prior written consent; or (iv) the Obligor commits a breach of trust which, in ANZ's opinion, is material or restricts its right to be indemnified out of trust assets;

(z) (associations) any Obligor is an association or co-operative and: (i) an application is made, a resolution is passed or an order is made for the winding up of that Obligor; or (ii) that Obligor becomes externally administered or a controller of a trustee for creditors is appointed in respect of its property; or

(aa) (partnerships) any Obligor is a partnership and without ANZ's prior written consent: (i) there is a change in the constitution of the partnership; or (ii) the partnership is dissolved.

14.2 (Consequences of an Event of Default) If an Event of Default occurs (whether or not it is subsisting), ANZ may by notice to the Borrower, do one or more of the following:

(a) cancel all or any part of a Facility, at which time it will immediately be cancelled and ANZ's obligations in relation to the Facility terminate;

(b) declare that all or part of the Total Amount Owed together with accrued interest and all other amounts outstanding or owing under one or more Facilities to be: (i) immediately due and payable (at which time they will become immediately due and payable); or (ii) payable on demand (at which time they will immediately become payable on demand by ANZ);

(c) declare that cash cover in respect of any contingent liabilities is payable on demand (at which time it will immediately become due and payable on demand by ANZ) or immediately due and payable (at which time it will become immediately due and payable);

(d) immediately change some or all of the conditions (including pricing) on which one or more Facilities are made available;

(e) charge a breach fee; or

(f) exercise any of its rights, remedies and powers under any Facility Document.

14.3 If a Default occurs (whether or not it is subsisting), ANZ may engage an ANZ Appointee to do any one or more of: (a) investigate and report to ANZ on the affairs, financial condition, assets and business of an Obligor; (b) inspect the records (and take copies of them) and assets of an Obligor during normal business hours; or (c) value any business or asset of an Obligor. Each Obligor must co-operate with any ANZ Appointee, comply with

each reasonable request of an ANZ Appointee and pay the costs of each ANZ Appointee. Each Obligor releases ANZ, its affiliates, agents, employees, officers and any ANZ Appointee from any loss, liability, cost or expense that is caused (directly or indirectly) by anything that an ANZ Appointee does or does not do arising out of the provision of a service to ANZ.

15. Facility Review

15.1 ANZ may review the Facilities: (a) on or about the Review Date (including after the Review Date where a review was not carried out on or about that Review Date); and (b) at any time if a Review Event occurs.

15.2 If, following a Facility Review, ANZ determines that there has been a Change in Credit, ANZ may give the Borrower (subject to clause 15.4): (a) a Variation Notice; or (b) a notice terminating any Facility made available to it on a date not less than 30 days after the date of the notice (at which time the Borrower must pay to ANZ the Facility Amount Owed).

15.3 If ANZ gives the Borrower a Variation Notice, then: (a) if the Borrower accepts the changes within 30 days of the date of the Variation Notice the changes take effect from the day the Borrower accepts those changes; and (b) if the Borrower does not accept the changes within 30 days of the date of the Variation Notice, ANZ may cancel all Facilities and the Total Amount Owed will become repayable on demand by ANZ.

15.4 If ANZ conducts a Facility Review, ANZ may not issue:

(a) where the termination date for a Facility is a specific date that ends after a Review Date: (i) a Variation Notice bringing forward that termination date; (ii) a Variation Notice changing the pricing; or (iii) a termination notice under clause 15.2(b), in relation to that Facility; and

(b) where the Letter of Offer sets out a fixed rate of interest for a Facility for a period that ends after a Review Date, a Variation Notice varying that fixed rate of interest for that period,

unless, in any case, an Event of Default occurs, or the Borrower otherwise agrees.

15.5 Nothing in this clause 15 limits ANZ's rights if a Default occurs, or its rights to terminate

immediately a Facility which is "on demand" by making a demand for payment.

16. Market Disruption Event

16.1 Subject to this clause 16, if LIBOR, SIBOR or EURIBOR (as applicable) is to be determined by reference to the Reference Banks but a Reference Bank does not supply a quotation by the time specified by ANZ on the Quotation Day, the applicable LIBOR, SIBOR or EURIBOR shall be determined on the basis of the quotations of the remaining Reference Banks.

16.2 If ANZ determines that a Market Disruption Event occurs in relation to a drawing for any period other than a period where the interest or yield is fixed, then the rate of interest or the yield rate on that drawing for the period will be the rate per annum which is the sum of: (a) any agreed margin; and (b) the rate which expresses as a percentage rate per annum the cost to ANZ of funding that drawing from whatever source or sources it may reasonably select. ANZ will determine the rate in good faith. The rate determined by ANZ will be conclusive and binding on the parties in the absence of manifest error.

16.3 If a Market Disruption Event occurs and ANZ or the Borrower so requires, ANZ and the Borrower will enter into negotiations (for a period of not more than 30 days) with a view to agreeing a substitute basis for determining the rate of interest or yield rate for the affected Facility. Any alternative basis agreed will be binding on all parties.

16.4 The Obligors must keep confidential and not disclose to any other person any information described in the market disruption event clauses in the Facility Documents. However, an Obligor or its officers or employees may disclose that information: (a) to the extent required by any applicable law or regulation; or (b) to the extent it reasonably deems necessary in connection with any actual or contemplated proceedings or a claim with respect to those market disruption event clauses.

17. Anti-Money Laundering and Sanctions Laws

17.1 Notwithstanding any other provision of a Facility Document to the contrary, ANZ is not obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a

breach of any anti-money laundering, counter-terrorism financing or economic or trade sanctions laws or regulations applicable to ANZ.

17.2 Each Obligor must provide to ANZ all information and documents that are within its possession, custody or control reasonably required by ANZ in order for ANZ to comply with any anti-money laundering, counter-terrorism financing or economic or trade sanctions laws or regulations applicable to ANZ.

17.3 Each Obligor agrees that ANZ may disclose any information concerning any Obligor to any law enforcement entity, regulatory agency or court where required by any laws or regulations.

17.4 Each Obligor agrees to exercise its rights and perform its obligations under the Facility Documents in accordance with all applicable anti-money laundering, counter-terrorism financing or economic or trade sanctions laws or regulations.

18. Increased Costs

18.1 Each Borrower must promptly on demand pay to ANZ the amount of any Increased Costs incurred by ANZ or any of its affiliates as a result of: (a) the introduction of or any change in (or in the interpretation, administration or application of) any Government Requirement occurring after the Acceptance Date; (b) compliance with any Government Requirement occurring after the Acceptance Date; or (c) a change in the business, or asset position of an Obligor, where this affects ANZ's capital allocation or treatment of any Facility, due to ANZ's compliance with any Government Requirement.

18.2 ANZ will calculate the amount of Increased Costs payable under this clause 18 from the day when the Increased Costs were first incurred. ANZ may make more than one claim in relation to the same event referred to in clause 18.1.

19. Illegality

If, in ANZ's opinion, it is or will be illegal or impractical for ANZ to continue to make a Facility available, ANZ will notify the Borrower whereupon: (a) ANZ's obligation to provide each affected Facility terminates; and (b) the Borrower must prepay the Facility Amount Owing in respect of each affected Facility on the date specified in that notice.

20. Costs and Expenses

20.1 The Borrower must promptly on demand pay to ANZ the amount of all taxes, costs and expenses (legal or otherwise) incurred by ANZ in connection with: (a) the negotiation, preparation, printing, execution, stamping and registration of any Facility Document or any documents executed pursuant to any Facility; (b) responding to, evaluating, negotiating or complying with any request from any Obligor for any amendment, waiver, consent, release or discharge in connection with any Facility; (c) the enforcement or preservation of any rights of ANZ under any Facility Document; (d) valuing anything ANZ requires to be valued; (e) the transactions that the Facility Documents contemplate; (f) carrying out any legal review of, or obtaining legal advice in respect of ANZ's rights under, the Facility Documents; or (g) an enquiry, notice or order by a Government Agency, court, tribunal or administrative body (including a subpoena or court order) involving any Obligor or any of its officers.

20.2 Each Obligor must indemnify and reimburse ANZ on demand for any cost, loss or expense incurred by ANZ as a result of: (a) any payment (including payment of interest) or prepayment being made other than as expressly permitted in any Facility Document or a payment being received in a currency other than the currency of the relevant Facility or the currency in which it is required to be paid under a Facility Document; (b) any failure by the Borrower to borrow on the date or in the currency specified in a drawing request; or (c) the occurrence of any Default.

20.3 The costs referred to in this clause 20 include, without limitation, reimbursement for ANZ's management time and expenses (which is to be charged at reasonable rates) and ANZ's legal costs and expenses (including in-house lawyers) on a full indemnity basis. This clause 20 survives the termination of the Facility Documents.

21. GST

21.1 Words defined in the GST Law have the same meaning in this clause. Unless otherwise indicated, all amounts referred to in the Facility Documents are exclusive of GST.

21.2 If ANZ makes a taxable supply under or in connection with a Facility Document for consideration that is exclusive of GST, the

Borrower must: (a) pay ANZ an amount equal to any GST for which ANZ is liable in relation to that supply; and (b) make that payment as and when the consideration or part of it must be paid or provided.

21.3 If requested by the Borrower, ANZ must issue a tax invoice for a taxable supply to the person to whom it made the supply.

21.4 The obligation of the Borrower to reimburse ANZ for an amount paid or payable to a third party (including an obligation to pay ANZ's or another party's legal costs) includes GST on that amount except to the extent that ANZ is entitled to an input tax credit for that GST. Unless notified otherwise by ANZ, the Borrower must assume that ANZ is not entitled to any input tax credit for that GST.

22. Indemnities

Each Obligor must on demand indemnify ANZ, its affiliates, agents, employees, officers and servants and keep them indemnified against:

- (a) all claims, demands, actions, liabilities, damages, losses (including loss of profit), costs and expenses (legal or otherwise);
- (b) all stamp duty, registration taxes and any other direct or indirect taxes;
- (c) any loss of bargain or any other loss incurred in liquidating, obtaining or re-establishing any swap, hedge or related trading positions or closing out of any foreign exchange or interest rate contract (whether with a subsidiary or affiliate of ANZ or a third party) as a result of any prepayment of any loan or advance prior to its stated maturity (whether such prepayment is on demand by ANZ or otherwise including as a result of ANZ's obligations in respect of a Facility being terminated before the Termination Date for any reason or because ANZ gives the Borrower a notice under clause 15); and
- (d) any shortfall arising from converting any payment to ANZ at the rate of exchange on the date of such payment to the extent that the converted amount falls short of the amount unpaid under the Facility,

arising in connection with the Facility (including any default by any Obligor and the enforcement by ANZ of any of its rights in relation to the Facility or

any Facility Document), any drawing of the Facility or the performance by ANZ of its duties under the Facility (including ANZ acting or relying in good faith on any notice, request or instruction given by fax, telephone or other electronic means, or given in accordance with clause 33 which purports to originate from, or which ANZ reasonably believes to have originated from, any Obligor or any Authorised Representative).

23. Disclosure of Information

23.1 ANZ may disclose any information that is not publicly available and that relates to any Obligor, any Facility Document or any transactions under or related to any Facility Document as it may consider appropriate to: (a) any ANZ Group Member; (b) any credit reporting agency; (c) any person to whom information is permitted or required to be disclosed by any applicable law or regulation or pursuant to any order of court (except this does not permit ANZ to disclose any information of the kind referred to in section 275(1) of the PPSA unless section 275(7) of the PPSA applies); (d) any professional advisors of any ANZ Group Member or any ANZ Group Member's service provider who is under a duty of confidentiality to keep such information confidential; (e) any person to whom ANZ may enter into any transfer, assignment, participation or other agreement in connection with a Facility; (f) any participant in a payment system (including any financial institution, merchant or payment organisation such as the Australian Payments Clearing Association and the Society for Worldwide Interbank Financial Telecommunication); (g) any Obligor's referee or representative (including an Obligor's professional advisors, mortgage broker, attorney or executor); (h) any Security Provider or any third party provider of security or credit support (if any); and (i) any person that ANZ genuinely believes is intending to guarantee, or provide security or credit support for, any obligation of an Obligor in favour of ANZ, to enable that person to consider whether or not to give that guarantee, security or credit support.

23.2 ANZ may obtain a credit report containing information that is not publicly available and that relates to any Obligor and may use it in assessing whether or not to offer or continue to provide an Obligor with any product or service.

24. Privacy

24.1 If any Obligor does not provide some or all of any Personal Information that ANZ requests, ANZ may be unable to provide an Obligor with any product or service.

24.2 ANZ may collect Personal Information: (a) to provide information about a product or service; (b) to consider an Obligor's request for a product or service; (c) to provide an Obligor with a product or service; (d) to tell an Obligor about other products or services; (e) to assist in arrangements with other organisations (such as loyalty partners) in relation to the promotion and provision of a product or service; (f) to perform administrative and operational tasks (including risk management, debt collection, systems development and testing, credit scoring, staff training and market or customer satisfaction research); (g) to prevent or investigate any fraud or crime (or a suspected fraud or crime); and (h) as required by relevant laws, regulations, codes and external payment systems.

24.3 Subject to the provisions of the *Privacy Act 1988* (Cth), an Obligor may access Personal Information about the Obligor at any time by calling the Borrower's Relationship Manager or asking to do so at any ANZ branch. ANZ may charge the Obligor a reasonable fee for access.

24.4 If an Obligor shows ANZ that information about the Obligor is not accurate, complete and up to date, ANZ must take reasonable steps to ensure it is accurate, complete and up to date.

24.5 ANZ may not collect sensitive information about an Obligor who is a natural person, such as health information, without that Obligor's consent.

24.6 If an Obligor gives ANZ Personal Information about someone else or directs someone else to give their Personal Information to ANZ, the Obligor must show that person a copy of this clause 24 so that person understands the manner in which their information may be used or disclosed.

25. Set-Off and Combination

25.1 ANZ may, without prior notice, set-off any present and/or future obligations and liabilities (whether actual or contingent) of any Obligor to ANZ under any Facility Document against any obligation owed by ANZ to such Obligor, whether

such obligation has matured or has not matured and whether actual or contingent, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, ANZ may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

25.2 If a Default is subsisting ANZ may, without prior notice, combine or amalgamate any of an Obligor's accounts with ANZ (either alone or with any other person) so as to treat them as one account.

26. Certificates and Determinations

Any certification or determination by ANZ of a rate or amount under any Facility Document is, in the absence of manifest error or conclusive evidence of the matters to which it relates.

27. Partial Invalidity

If, at any time, any provision of any Facility Document is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction will in any way be affected or impaired.

28. Remedies and Waivers

No failure to exercise, nor any delay in exercising, on the part of ANZ, any right or remedy under the Facility Documents will operate as a waiver, nor will any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in the Facility Documents are cumulative and not exclusive of any rights or remedies provided by law.

29. Amendment and Waiver

Unless a Facility Document provides otherwise, no provision of any Facility Document may be amended or waived except by written agreement between the parties.

30. Assignment

No Obligor may assign, encumber, declare a trust over or otherwise deal with its rights, or transfer any of its obligations, under any Facility Document without ANZ's prior written consent. ANZ may assign, encumber, declare a trust over or otherwise deal with its rights or obligations under any Facility Document without the consent of any Obligor.

31. Counterparts

Each Facility Document may be executed in any number of counterparts, which has the same effect as if the signatures on the counterparts were on a single copy of the Facility Document.

32. Entire Agreement

The Facility Documents set out the entire agreement between the parties and supersede any prior oral or written understandings or arrangements relating to the Facilities.

33. Notices

33.1 Any communication to be made in connection with the Facility Documents must be made in writing and may be:

- (a) given personally (to a director, partner, sole trader or natural person, as the case may be, or an Authorised Representative, in the case of notices to an Obligor, or to the department or officer specified in the signature block of the Letter of Offer or otherwise notified by ANZ to the Borrower, in the case of notices to ANZ);
- (b) left at the address last notified;
- (c) sent by prepaid post to the address last notified;
- (d) sent by fax to the fax number last notified;
- (e) sent by another form of electronic transmission (including Email) to the address last notified;
- (f) where expressly allowed by the Facility Documents, by ANZ publishing a notice on the internet or in a major or national daily newspaper; or

- (g) in any other way permitted by law.

33.2 Subject to clause 33.3, any communication or document made or delivered under or in connection with the Facility Documents will be effective:

- (a) if given personally or left at an address, on the date that it is given or left;
- (b) if sent by post, in the ordinary course of post but in any event no later than the third Business Day after the date of posting;
- (c) if sent by fax, when the sending machine indicates it was sent in full without error;
- (d) if sent by another form of electronic transmission (including Email), when: (i) it is delivered to the electronic transmission address and recovered or downloaded from that address by the recipient using a post office protocol, internet message access protocol or similar system; and (ii) in the case of a communication to ANZ, when ANZ accepts that the communication has been transmitted or authorised by an Obligor in full and in compliance with any security procedures or measures as agreed between ANZ and the Borrower;
- (e) if given by publishing it, when it is first published; and
- (f) otherwise, when it is received, unless a later time is specified in it.

33.3 Any communication or document to be made or delivered to ANZ must be signed by the relevant Obligor or an Authorised Representative, and will be effective only if it is expressly marked for the attention of the department or officer as ANZ may notify the Borrower from time to time and: (a) if it is received after 5.00 pm or on a day that is not a Business Day, on the following Business Day; and (b) otherwise, when actually made or delivered in accordance with clause 33.2.

33.4 Each Obligor must comply with any security measures for use with any communication in connection with the Facility Documents agreed between ANZ and the Borrower.

33.5 A party may notify the other party of any change in its notice details with two Business Days' prior notice.

33.6 Each Obligor agrees that ANZ may give a revocable notice to the Borrower that it will not accept further communication by electronic transmissions from any Obligor at any time and that such a notice is effective on receipt by the Borrower until ANZ revokes that notice.

33.7 Any communication or document made or delivered to a Borrower will be deemed to have been made or delivered to all other Obligors, if any.

33.8 Any notice given under or in connection with the Facility Documents must be in English.

33.9 Each Obligor acknowledges and agrees that:

- (a) providing a communication by electronic transmission (including by Email or fax) is not a secure means of sending such a notice, request or instruction;
- (b) it is aware of the security risk involved in sending electronic transmissions to ANZ, including the risk that an electronic transmission may: (i) be incomplete or inaccurate; (ii) be fraudulently or mistakenly given or altered or not otherwise authorised by the Obligor; or (iii) not be received in whole but may be received in part by ANZ; however each Obligor confirms and agrees that ANZ can nevertheless accept and rely on such electronic transmissions even where they are of value; and
- (c) because of the convenience and other efficiency benefits of ANZ accepting and acting on electronic transmissions, the Obligor accepts the risk to the Obligor of ANZ accepting electronic transmissions that are incomplete, inaccurate, fraudulently or mistakenly given or not otherwise authorised by the Obligor, or not received in whole but in part by ANZ; and
- (d) ANZ may rely on a communication without making any further enquiries or verifying the authenticity, accuracy or completeness of that communication.

34. Code of Banking Practice

If an Obligor is a natural person or If an Obligor is using ANZ's products and services in connection with a small business (as defined in the Code of Banking Practice), ANZ is bound by the Code of Banking Practice when it provides products and services to that Obligor.

35. Personal Property Securities Act

35.1 In this clause 35, unless the contrary intention appears, a reference to a term defined in the PPSA has the meaning it has in the PPSA.

35.2 If ANZ determines that a Facility Document (or a transaction in connection with it) is or contains a security interest for the purposes of the PPSA, the Obligor agrees to do anything (such as obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which ANZ asks and considers necessary for the purposes of:

- (a) ensuring that the security interest is enforceable, perfected and otherwise effective;
- (b) enabling ANZ to apply for any registration, or give any notification, in connection with the security interest so that the security interest has the priority required by ANZ; or
- (c) enabling ANZ to exercise rights in connection with the security interest.

35.3 If an Obligor holds any security interests for the purposes of the PPSA and if a failure by the Obligor to perfect those security interests would have a Material Adverse Effect, the Obligor agrees to implement, maintain and comply in all material respects with, procedures for the perfection of those security interests. These procedures must include procedures designed to ensure that the Obligor takes all steps under the PPSA to perfect continuously those security interests including all steps necessary:

- (a) for the Obligor to obtain the highest ranking priority possible in respect of the security interest (such as perfecting a purchase money security interest or perfecting a security interest by control); and
- (b) to reduce as far as possible the risk of a third party acquiring an interest free of the security interest (such as including the serial number in a financing statement for personal property that may or must be described by a serial number).

If ANZ asks, the Obligor agrees to arrange at its expense an audit of the above PPSA procedures. ANZ may ask the Obligor to do this if it reasonably suspects that an Obligor is not complying with this clause.

35.4 Everything an Obligor is required to do under this clause 35 is at the Obligor's expense. The Obligor agrees to pay or reimburse the reasonable costs and expenses (including costs of advisors and legal costs) of ANZ in connection with anything the Obligor is required to do under this clause.

35.5 ANZ need not give any notice under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and cannot be excluded.

36. Existing Facilities

If ANZ is already making facilities available to the Borrower at the Acceptance Date and those facilities will be Facilities under the Letter of Offer, the arrangements for those facilities (including the conditions on which those facilities are being made available) continue until: (a) the Acceptance Date; and (b) each condition precedent for the Facility has been satisfied (or waived by ANZ), upon which the Letter of Offer, these Standard Terms and any Specific Terms will apply to such facilities.

37. Service of Process

Each Obligor incorporated or living outside Australia: (a) irrevocably appoints each Borrower incorporated or living within Australia, severally as its agent for service of process in relation to any proceedings in connection with any Facility Document; and (b) agrees that failure by a process agent to notify the relevant Obligor of the process will not invalidate the proceedings concerned. Each party expressly agrees and consents to the provisions of this clause 37.

38. Governing Law

The Letter of Offer, these Standard Terms and any Specific Terms, are governed by the laws in the place where ANZ's office shown in the Letter of Offer is located and the parties irrevocably agree to submit to the non-exclusive jurisdiction of the courts that have jurisdiction under that law.

39. Accounts Reconciliation

39.1 Each Borrower must review and reconcile its records in respect of each account held with ANZ within 30 days after the Borrower receives the statement of account and notify ANZ

immediately if: (a) there has been any alleged omission from, or debits wrongly made to, an account; or (b) any unauthorised transaction has been effected in respect of an account.

39.2 Except to the extent: (a) notified by the Borrower pursuant to this clause 39; or (b) any bank fees or charges are incorrectly debited or credited by ANZ, all entries in the statement of account at the end of that 30 days will be conclusive evidence without further proof that they are correct and complete and ANZ will be free from all claims in respect of such accounts.

40. Making a Complaint

40.1 If ANZ makes a mistake, or its service does not meet the Borrower's expectations, for the fastest possible resolution to any complaint, the Borrower should: (a) talk to their Relationship Manager; or (b) if that is not possible, talk to the immediate supervisor of their Relationship Manager.

40.2 If it cannot be resolved promptly, the Borrower's Relationship Manager (or their supervisor), will take responsibility and work with the Borrower to address the complaint quickly. ANZ's aim is to resolve the complaint within 10 Business Days. If this is not possible, ANZ will keep the Borrower informed on the progress of the matter and how long ANZ expects it will take to resolve the Borrower's complaint.

40.3 If the Borrower is not satisfied with the steps taken by ANZ to resolve the complaint, or with the result of ANZ's investigation, the Borrower may wish to contact the alternative dispute resolution scheme provided by Financial Ombudsman Service Limited ABN 67 131 124 448.

Financial Ombudsman Service Limited
GPO Box 3 Melbourne Vic 3001
Telephone: 1300 780 808
Fax: +61 3 9613 6399
Internet: <<http://www.fos.org.au/>>

41. Inconsistency

If there is any conflict between provisions in any Facility Document and (if it applies) the Code of Banking Practice, then, unless otherwise agreed in writing by ANZ and the Borrower and to the extent of the conflict, they rank in order of precedence as follows: (a) first, the Code of Banking Practice; (b) second, the Letter of Offer; (c) third, the Specific

Terms; (d) fourth, these Standard Terms; and (e) fifth, any Security.

ANZ does not execute or only subsequently executes a Facility Document.

42. Uncommitted Markets Facilities

42.1 ANZ may from time to time enter into transactions with a Borrower under an Uncommitted Markets Facility.

42.2 ANZ has no obligation to enter into any transaction with a Borrower under an Uncommitted Markets Facility.

42.3 Unless otherwise agreed in writing by the Borrower and ANZ, all transactions entered into under any Uncommitted Markets Facility will, as advised by ANZ, be governed by either: (a) the FX Terms and Conditions, whether the Borrower receives the FX Terms and Conditions before or after ANZ agrees to enter into a particular transaction and even if no reference is made to the FX Terms and Conditions in a confirmation of a transaction; or (b) an ISDA with such modifications and in a form acceptable to ANZ.

42.4 Each Obligor acknowledges that the amount payable on closing out transactions is linked to the mark-to-market valuations of those transactions and fluctuates as a result of currency and interest rate movements and other factors. Other than as required under the FX Terms and Conditions or the ISDA (as the case may be), ANZ is not obliged to notify an Obligor of the mark-to-market exposure or any fluctuations or movement in the mark-to-market exposure.

43. Fees to originators or brokers

ANZ may pay fees to originators or brokers because, for example, they may have referred the Borrower's application for finance to ANZ. Originators or brokers are not agents of ANZ. They independently contract with ANZ to refer loans or other financial accommodation and in return are paid a fee.

44. Execution by less than all parties

The Letter of Offer binds each of the persons executing it even if: (a) one or more of the persons named in the Letter of Offer as the Borrower or Security Provider does not execute the Letter of Offer (or any acknowledgement) or is not bound or ceases to be bound by a Facility Document; or (b)

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EXCERPT OF THE CONFIRMED COUNCIL MINUTES

Minutes: Council Meeting (6/2013)
Held: 11.00 am, Friday 8 November 2013
Location: Room A1.37, Coffs Harbour Campus

Present: The Hon J Dowd AO QC (Chair)
Prof W Boyd
Ms J Granger
Prof J Jenkins
Prof P Lee
Mr A Matis
Mr M Newell
Mr N Newell
Ms J Saffin
Mr J Shanahan
Mr T Wilson
Ms F Wright

In Attendance: Ms V Baxter-Wright, Acting Assistant to Council Secretary
Ms N Best, Executive Officer, Office of the Vice Chancellor
Mr S Brown, Director, Management Accounting
Ms B Gradwell, Council Secretary
Ms H Hughes, Executive Director, Community and Corporate Relations
Mr R Jones, Director, Financial Operations
Prof W MacGillivray, Deputy Vice Chancellor
Ms T Manning, Administrative Officer, Governance Services
Mr C Patton, Pro Vice Chancellor (Enterprise and International)
Prof N Ryan, Pro Vice Chancellor (Research)
Mr T Walker, Executive Director, Financial and Human Resources

*G3 Southern Cross University Budget

The Chancellor, in his capacity of Acting Chair Finance Committee meeting 15 October 2013, presented the University Budget 2014 to Council. He noted that the Budget had been prepared on a full accrual basis of accounting, consistent with the University's external reporting obligation and on the Budget Parameters agreed at the September Council meeting. It presents all expected revenues and operating expenditures into a consolidated operating statement with a separate capital expenditure budget and cash flow projections.

The 2014 Budget presented to Council for approval is in line with the Budget Parameters, and is predicting a base net operation loss of \$11.4 million and an annual cash deficit of \$5.2 million.

Finance Committee had acknowledged the University's current financial challenges and endorsed Management's strategies to improve the budget position, including:

- Returning student fee paying numbers to growth;
- Striving for further cash efficiencies and cost savings;
- Closely monitoring cash flows; and
- Prudently managing major capital projects.

When student numbers for 2014 become available in February/March, Management will further review the University's financial situation and, if required, take swift, decisive action at this time.

Despite the difficult financial environment, the Vice Chancellor believed there was some cause for optimism. The early indications of international student application data looked promising; the strategies for improving retention were likely to take effect in 2014; the removal of the Government's cap on self-education expenses.

Council Members raised a number of queries:

Ms F Wright queried whether the Customer Relationship Management project was included in the budget allocation for software licences. The Vice Chancellor responded this allocation was primarily for e-portfolios, and upgrades to Finance One and Blackboard.

Prof J Jenkins queried the numbers of SCU College students who proceeded to enrol at the University. The Vice Chancellor responded that approximately 80% of the Preparing for Success students did so, and that this cohort of students performed well academically in comparison to other students.

Mr T Wilson commended the Executive Director, Finance and Human Resources and his team for the contextual information supporting the Budget.

It was resolved

Council approves the Southern Cross University Budget 2014.

Factsheet: Staffing 2010-2014

Position Type	2010	2011	2012	2013	2014	Change 2010-2014
Casual						
Academic	78.4	101.2	101.2	97.6	98.4	25.5%
Fixed/Continuing						
Academic	348.0	332.0	342.7	350.1	325.3	-6.5%
TOTAL						
Academic	426.4	433.2	443.9	447.7	423.7	-0.6%

Level	2010	2011	2012	2013	2014	Change 2010-2014
Level E & above	33.9	38.8	41.7	42.3	36.3	7.2%
Level D	33.7	31.5	31.6	31.2	32.7	-2.9%
Level C	86.2	89.5	93.5	93.6	85.0	-1.4%
Level B	124.0	114.4	137.8	142.7	133.3	7.5%
Level A	70.3	57.8	38.0	40.2	38.0	-46.0%
TOTAL	348.0	332.0	342.7	350.1	325.3	-6.5%

OPERATING STATEMENT

FINANCE COMMITTEE

Dec-14
(\$'000)

PRIOR YEARS

FULL YEAR

2011

2012

2013

Actual

Forecast

Variance

Casual

17,344

19,159

18,411

18,714

19,205

491

Finance Committee

From: Travis Walker, Executive Director Financial and Human Resources Services

Date: Thursday, 1 August 2013

Title: **2014 Budget Parameters**

1. Purpose

[Redacted text block]

2. Background

[Redacted text block]

[Redacted text block]

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Access) Act 2009

3. 2014 Budget Parameters

[illegible]

Assumptions:

Student Related Revenue

	2013 Forecast		2014 PQR Projected 2nd Cut 9/7/2013		Price /Mix	Volume	2013 - 2014 movement
	EFTSL	\$	EFTSL	\$			
CGS	6,998	\$114,020,719	7320	\$125,018,575	\$5,744,217	\$5,253,639	\$10,997,856
Domestic Fee Paying	606	\$9,516,760	497	\$7,917,886	\$115,838	-\$1,714,713	-\$1,598,874
International Onshore	719	\$10,653,796	650	\$11,452,876	\$1,827,314	-\$1,028,234	\$799,080
International Offshore	847	\$3,637,594	573	\$2,317,414	-\$144,039	-\$1,176,141	-\$1,320,180
	9,170	\$137,828,870	9,040	\$146,706,751	\$7,543,330	\$1,334,551	\$8,877,881
Add:							
Int Onshore - English Language	-	\$1,031,134		\$1,041,446			
Total Tuition Fee Revenue		\$138,860,004		\$147,748,196			

- CGS load is expected to increase by 322 EFTSL. The 7320 is equal to the 2013 original target
- The price/mix increase separated out is \$2.0m of price (incorporating the 2% efficiency dividend) and \$3.7m on mix where our student profile is shifting to higher paid cluster funding rates.
- International on-shore student markets are showing signs of improvement across the sector but the returning students have been decreasing and will require a greater number of commencing students to return to growth.
- Some of the Off-shore partners are in teach-out and will continue to decline

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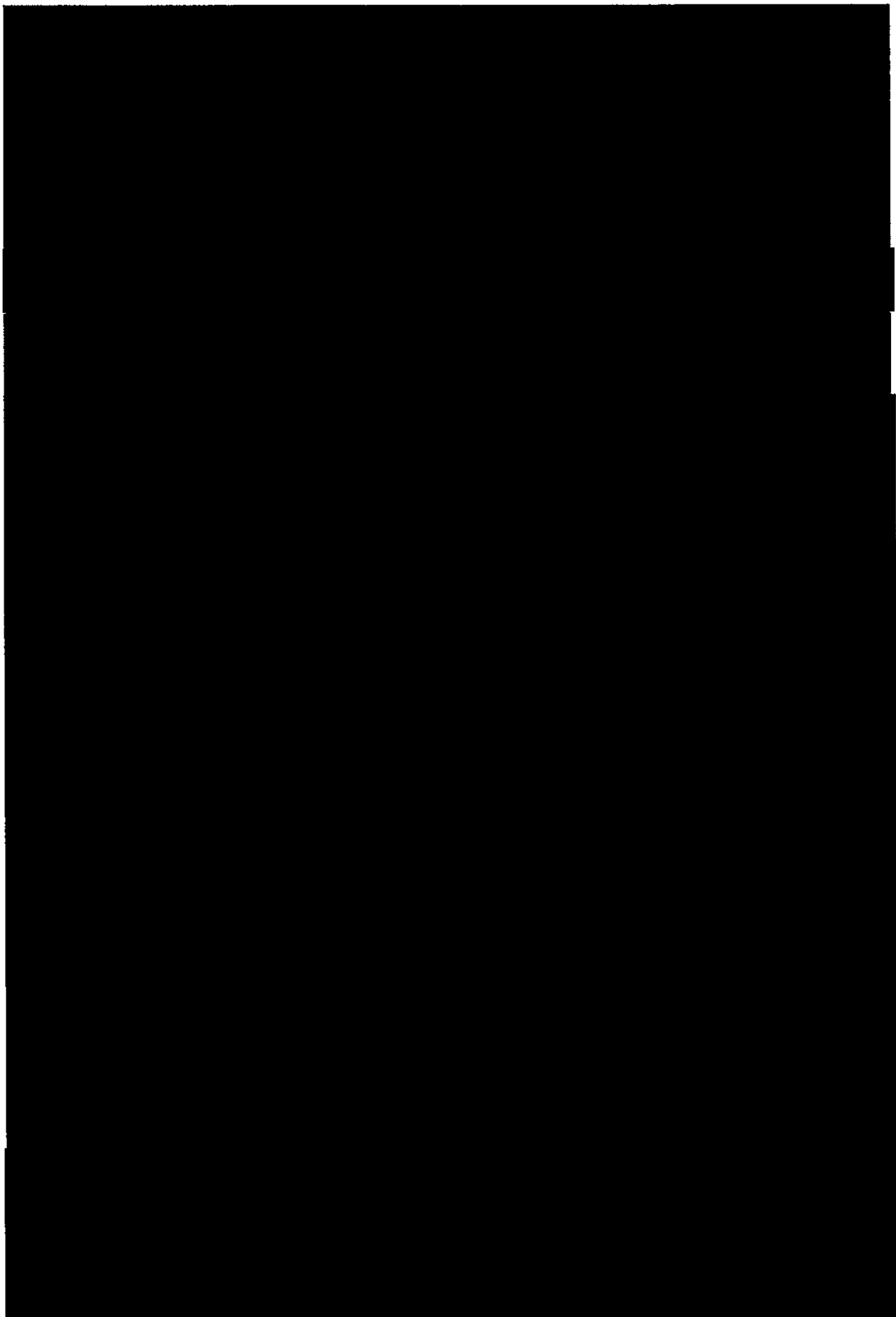
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FINANCIAL REPORT

Six months ended 30 June 2013

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Full Fee-Paying student load not meeting target	Risk rating – High	-\$2.4m	-\$3.9m	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



Finance Committee

From: Travis Walker, Executive Director Financial and Human Resources Services

Date: Thursday, 1 August 2013

Title: **2014 Budget Parameters**

1. Purpose

[REDACTED]

2. Background

[REDACTED]

[REDACTED]

Released by SCU under
Information
Access) Act 2009

3. 2014 Budget Parameters

Operating Statement	2011	2012	2013	2014
	Actuals	Actuals	Forecast	Parameters
Revenue	\$'000	\$'000	\$'000	\$

Student Fees Domestic	9,750	9,252	9,771	7,918
Student Fees International On-Shore	12,514	10,431	11,644	12,494
Student Fees International Off-Shore	4,054	4,112	3,966	2,317
Student				

99

ACT

P

Assumptions:

Student Related Revenue

	2013 Forecast		2014 PQR Projected 2nd Cut 9/7/2013		Price /Mix	Volume	2013 - 2014 movement
	EFTSL	\$	EFTSL	\$			
CGS	6,998	\$114,020,719	7320	\$125,018,575	\$5,744,217	\$5,253,639	\$10,997,856
Domestic Fee Paying	606	\$9,516,760	497	\$7,917,886	\$115,838	-\$1,714,713	-\$1,598,874
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	9,170	\$137,828,870	9,040	\$146,706,751	\$7,543,330	\$1,334,551	\$8,877,881
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- CGS load is expected to increase by 322 EFTSL. The 7320 is equal to the 2013 original target
- The price/mix increase separated out is \$2.0m of price (incorporating the 2% efficiency dividend) and \$3.7m on mix where our student profile is shifting to higher paid cluster funding rates.
- International on-shore student markets are showing signs of improvement across the sector but the returning students have been decreasing and will require a greater number of commencing students to return to growth.
- Some of the Off-shore partners are in teach-out and will continue to decline

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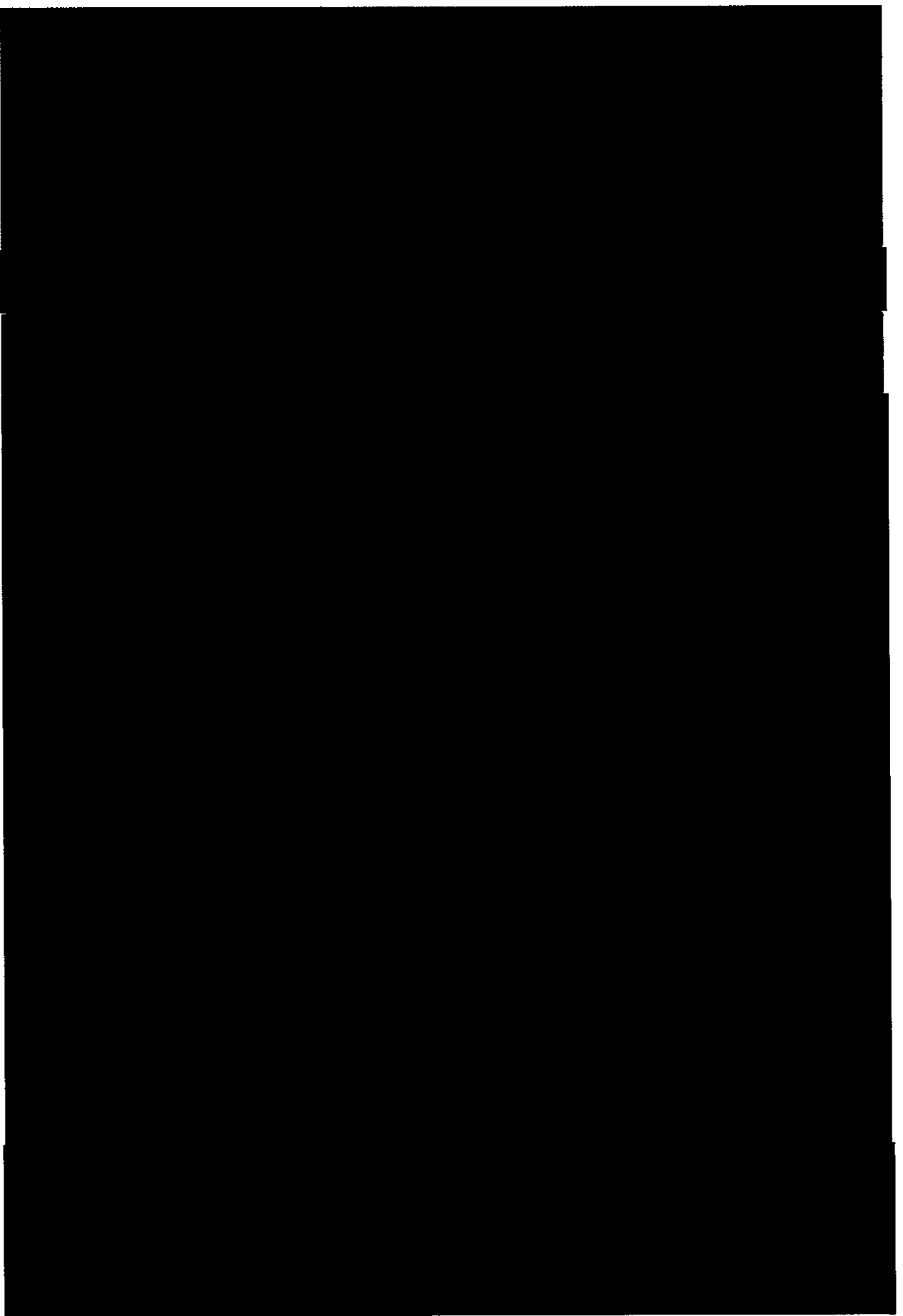
Released by SCU under Government Information (Public Access) Act 2009



FINANCIAL REPORT

Six months ended 30 June 2013

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Full Fee-Paying student load not meeting target	Risk rating – High	-\$2.4m	-\$3.9m
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



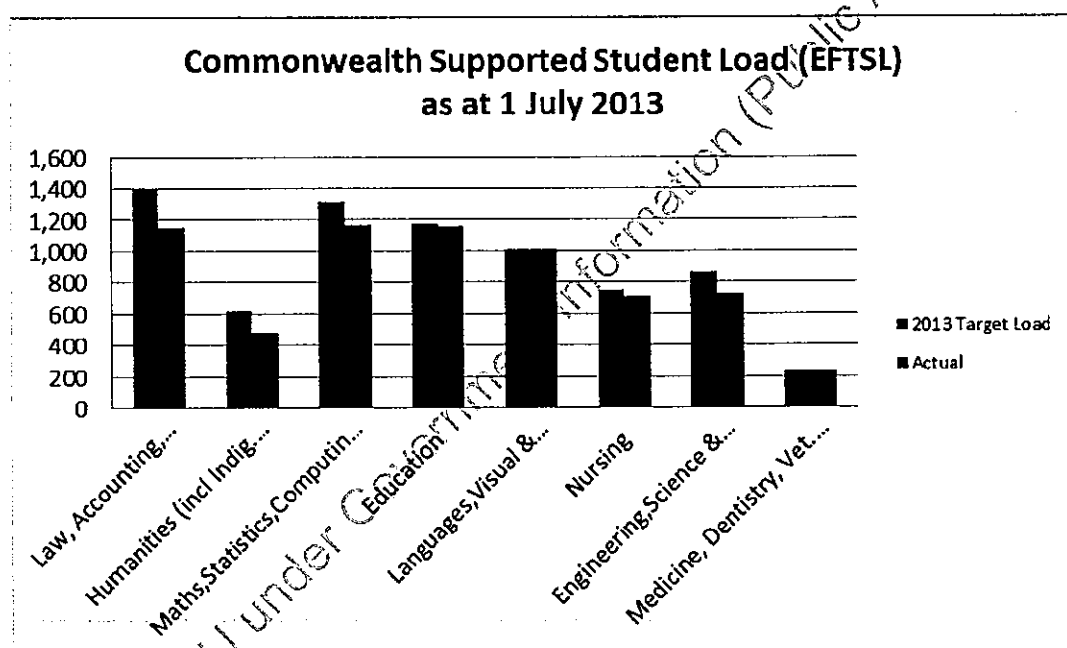
**1. Commonwealth Grants
DIIS RTE Funded Load & Enrolments
(Commonwealth Grant Scheme & Student Contributions Revenue)**

Commonwealth supported student enrolments to the end of June were 34.2 EFTSL higher than at the same time last year but current estimates indicate that Commonwealth supported students for the full year will be in the order of 400 EFTSL below budget which equates to a revenue shortfall of \$7.2m. This compares to the shortfall of 350 EFTSL (\$6.0m) reported in the May forecast.

SCU is attracting new students with commencing load now 10% higher than at the same time last year, however attrition has increased as continuing load is 7% lower. As reported previously action is being taken to address this.

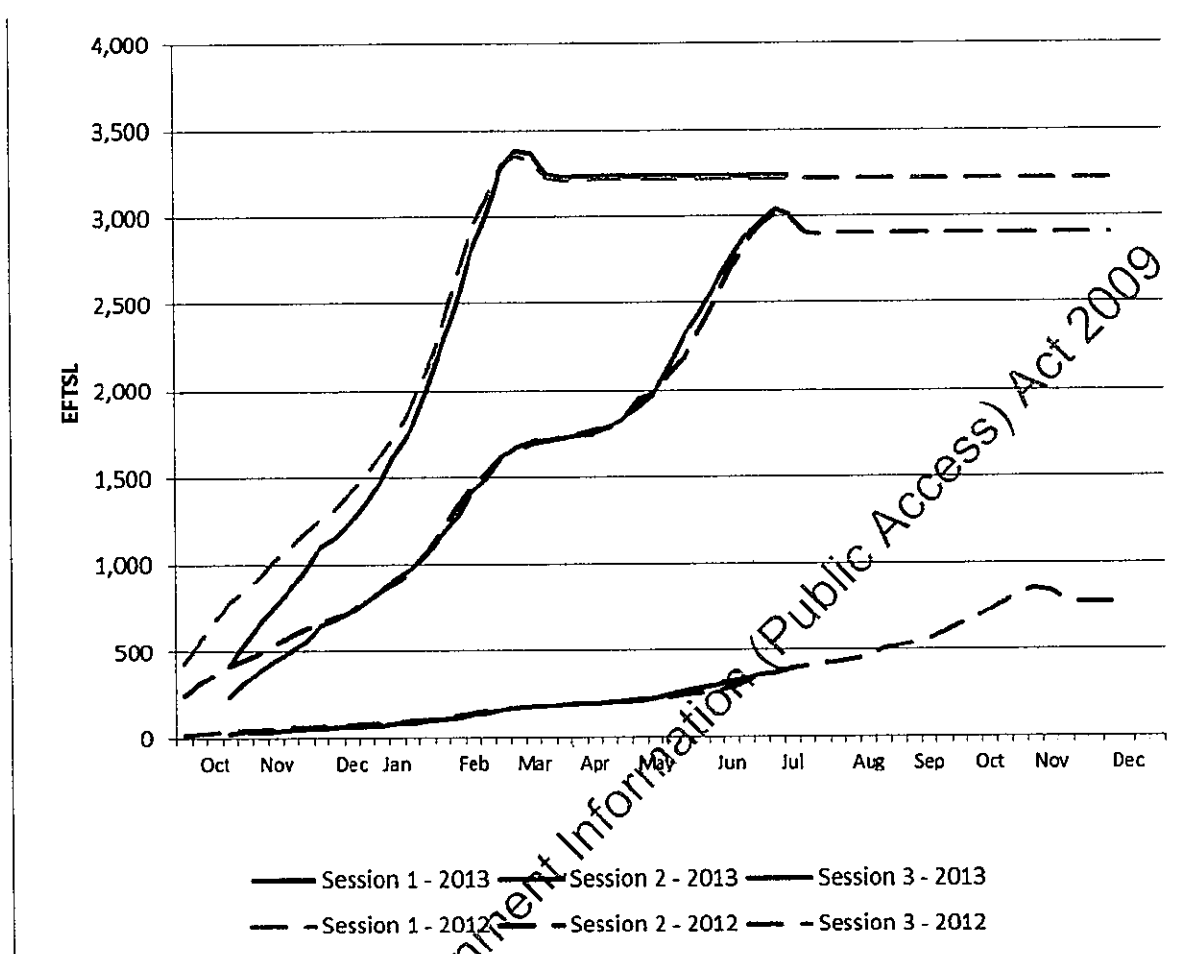
The risk rating that the budgeted revenue from CGS funding and student contributions will not be achieved is high as it is almost certain that the full year load will not meet budget.

This data is also displayed in the graph below:



Data supplied by PQR

CGS Student Load (EFTSL) by Teaching Session 2012 and 2013:

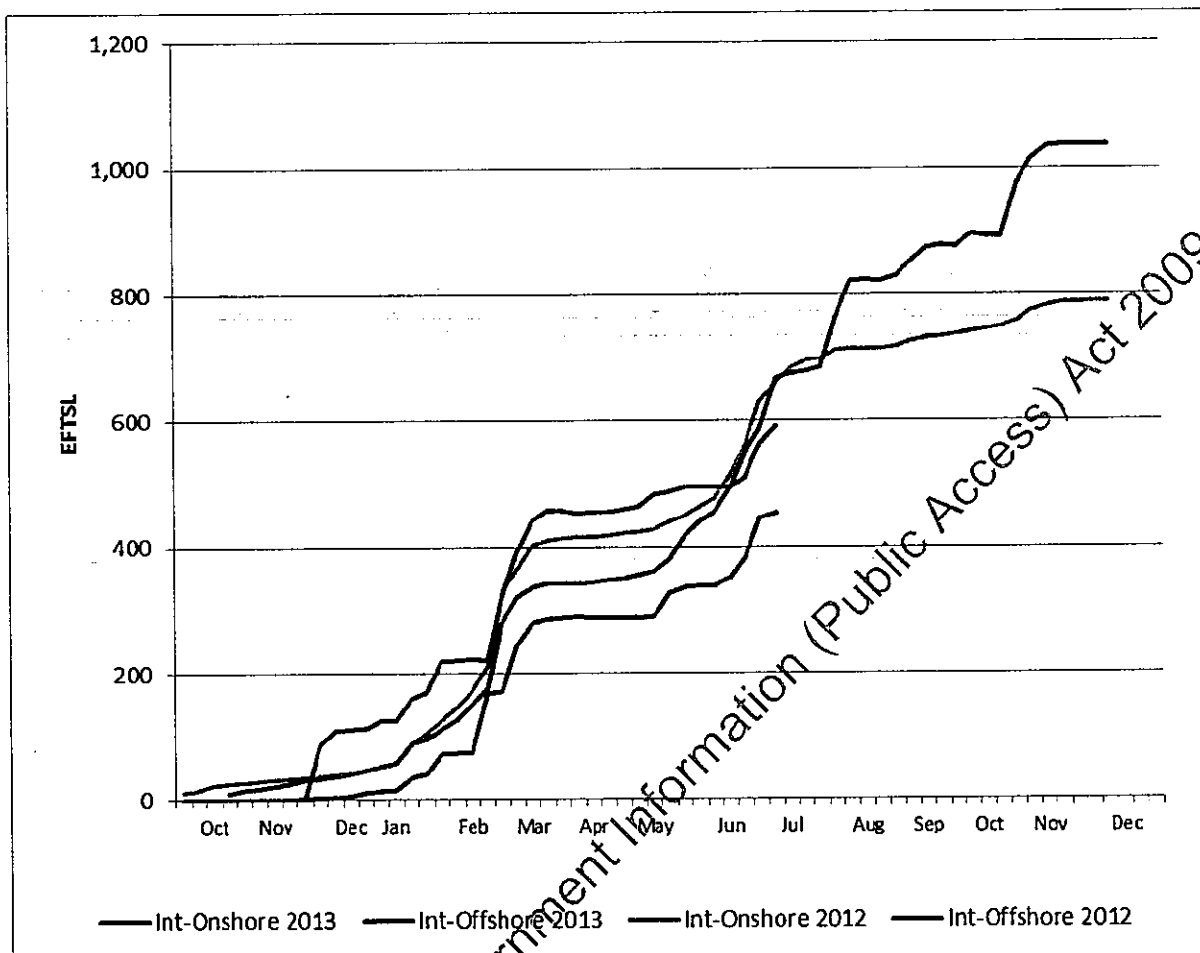


	Session 1	Session2	Session 3	Total
Jun-13	3,234.9	3,011.1	394.3	6,640.3
Jun-12	3,217.3	2,996.0	392.9	6,606.1
Var	17.6	15.1	1.4	34.2

2. Full Fee-Paying Revenue

Domestic Fee-Paying revenue is below budget by \$0.9m (17%) and 138 EFTSL below the target of 665. Student enrolments are currently 43 EFTSL (-7%) less than this time last year. Load is expected to be 58 EFTSL below target based on 2012 enrolment patterns. This equates to a shortfall to budget of approximately \$1.0m.

International Student Load (EFTSL) by Onshore/Offshore 2012 and 2013:



	Int-Onshore	Int-Offshore	Total
Jun-13	589.5	454.0	1,043.5
Jun-12	658.6	665.8	1,324.4
Var	(69.1)	(211.8)	(280.9)
Var %	(10.5)	(31.8)	(21.2)

International revenues are currently \$1.5m below budget and are anticipated to be \$2.9m below budget for the full year based on 2012 enrolment patterns. This compares to the \$1.2m shortfall reported in the May forecast.

[REDACTED]

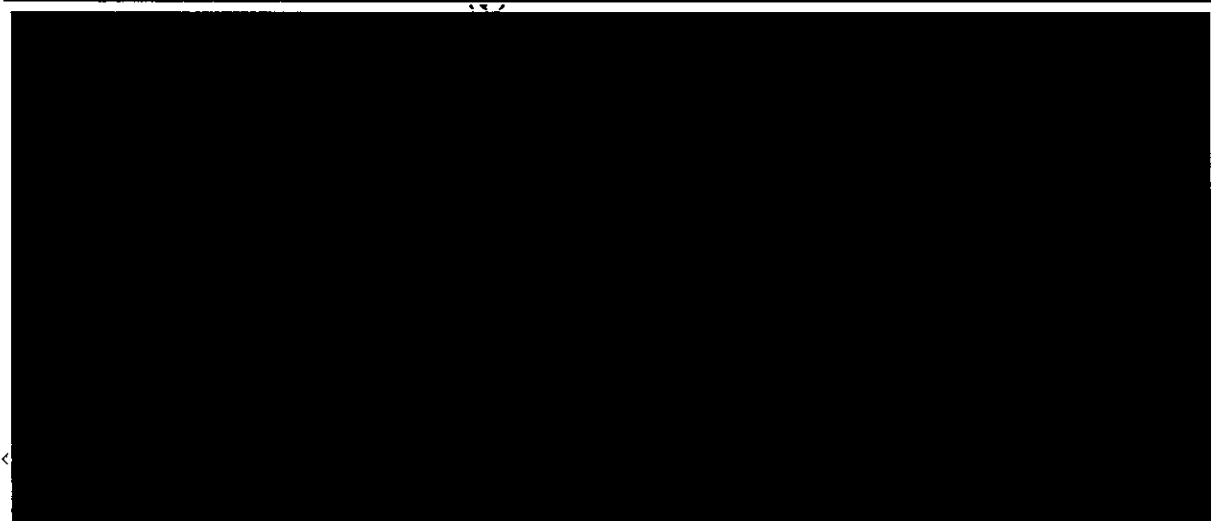
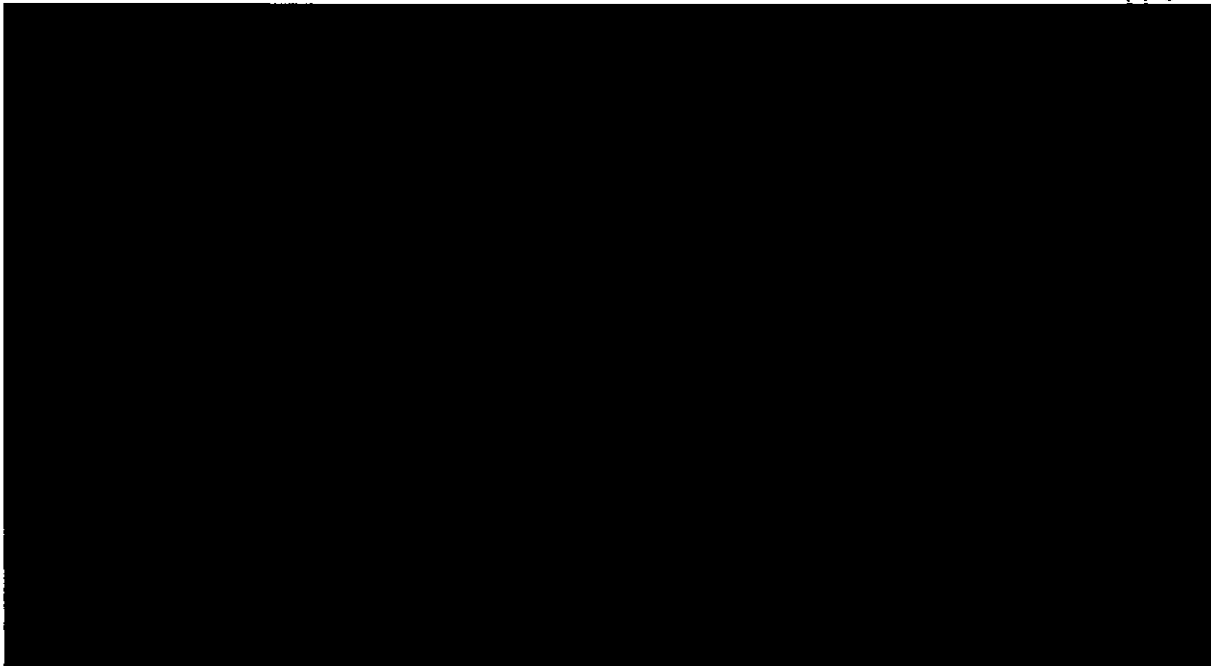
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Finance Committee

From: Travis Walker, Executive Director Financial and Human Resources Services
Date: Friday, 27 September 2013
Title: **2014-2016 Budget**

2009



2014 Budget

Introduction

The Higher Education sector continues to change with increased competition, shifts in student behaviours, and new methods of delivery, higher regulatory compliance, increased quality assurance and onerous governance demands. The 2014 budget is a considered response to these pressures and to the current financial challenges facing SCU.

Whilst striking a balance between reducing costs, the desire to deliver a cash positive result, and the need to invest and redirect resources toward new opportunities, the development of this budget has been challenging. Continual cost reductions commensurate with our income are required but are balanced by the need to retain sufficient capacity to pursue new opportunities. Investment in new opportunities will challenge the liquidity of the university in the short to medium term. This budget recognises the need to generate new business opportunities and support areas of growth at the same time as reducing costs in areas which are less efficient or offer lower value to the University.

SCU realises the need to find new markets and has been actively pursuing opportunities. The set-up of a Branch Campus in Sydney, where a third party provider, EduCo Australia, will deliver SCU programs in Sydney at the current Hotel School Sydney site is part of this strategy. Other opportunities are also being considered and are in early feasibility. New opportunities are being

capacity within existing resources. The 2014 Budget does not include any new revenue from these

reinvigoration of existing partnerships in Singapore and the Hotel School Sydney are expected to increase revenues from the 2013 base.

SCU remains attractive to the market with Commonwealth supported commencing load increasing by 11% in 2013. However attrition increased above 2012 trends. In response, the University has created three separate teams designed to address the three main stages of in the Student Lifecycle - the Future Students Team, the Student Engagement and Retention Team and Student Experience Team. These teams are complimented by the development and introduction of new technologies to better inform staff of student progression and identify those at risk.

Staffing levels are expected to decline through natural attrition with staff replacement limited to high priority.

Operating costs from the introduction of the funded projects, such as, UCMS (Unit and Course Management System), SSR (Student Success and Retention), expanding Blackboard and introduction of an e-portfolio system have been considered for next year and are expected to cost \$1.5m on

going. Just under half of this is for ongoing licence fees and maintenance agreements with the external providers.

Two significant capital projects will be underway next year. The Learning Centre and Engineering refurbishment at Lismore will have commenced construction, and the Building C/D at Gold Coast is due to commence in the last quarter of next year. The cash balances will be closely monitored to



The 2014 Budget has been prepared on a full accrual basis of accounting consistent with the external reporting obligations. This incorporates the Statutory Accounts and is compliant with the current Australian Accounting Standards and International Financial Reporting Standards.

The 2014 budget represents all expected revenues and operating expenditures into a consolidated operating statement with a separate capital expenditure budget and cash flow projections. Grant revenues with associated expenditure, such as the Australian Post-Graduate Awards Scheme, previously not budgeted for, are now included. Although these mostly have no impact on the net result, timing issues can occur across reporting periods and therefore have been included in the budget.

Grants received for Major Projects, such as the new Learning Centre at Lismore, are recoded as non-operating items and therefore not included in the Base Net Operating Result.

The 2014 revenue and expenditure projections are based on the information available at the time drawing from current year student enrolment trends and behaviours as well as current staffing trends and known non-salary items shifts. As well, conversions of successful research grant applications, commercially generated revenues for testing facilities and other revenue trends are used to inform the setting of the 2014 Revenue and expenditure budgets.

to occur in 2014 and are neither overly conservative nor aggressively bullish.

New budget process

from the 2013 forecast, adjusting for one-off expenditure items, separation of capital expenditure from operating expenditure, identifying strategic shifts portfolio. Given the financial challenges, this budget round was about cost containment and cost reductions.

Shifts across the University were made to support areas of growth, in particular the School of Human and Health Services which has been experiencing growth. Conversely, as the School of Business is reducing load due to teach-out of some off-shore programs and declines in international on-shore load, reductions were made.

The creation of the Capital Expenditure Committee in 2013 has brought a more considered approach

Research, Property Services and IT, the Committee reviewed the capital expenditure requests and prioritised from a University perspective. In determining the capital budget the Committee aligned the capital spend to our research priorities, IT investment and the maintenance of building stock with a focus on compliance and safety, and also ensuring that Library catalogues are maintained. Centralisation of purchasing motor vehicles to deliver greater efficiencies to our processes was also enacted.

Support areas were focused on cost reductions and bringing greater efficiencies to administrative processes. It is important, and well recognised by the Executive members, that further efficiencies need to be explored in order to reduce the back-of-office expenditures.

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2014 Budget

Operating Statement	2012	2013	2014	2014	2015	2016
	Actuals	Forecast	Parameters	Proposed Budget	Estimate	Estimate
Revenue	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000

Student Fees Domestic	9,252	9,771	7,918	8,384	10,403	13,323
Student Fees International On-Shore	10,431	11,644	12,494	12,494	15,144	18,902
Student Fees International Off-Shore	4,112	3,966	2,317	2,317	2,503	2,653
Student						

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[REDACTED]

[illegible]

Revenue

	2013 Forecast	2014 Projected	Movement
	EFTSL	EFTSL	EFTSL
CGS	6,998	7,320	322
Domestic Fee Paying	606	526	-80
International Onshore	719	650	-69
International Offshore	847	573	-274
Total	9,170	9,069	-101

The commencing student load for Commonwealth supported places increased by 11% in 2013, demonstrating that SCU remains attractive to the market. New degrees on offer, the creation of the Future Students Team with its focus on enquiry conversion and business process changes to the

students for 2014. Returning students were down by 8% in 2013 but retention is expected to improve as initiatives introduced in 2013 including the establishment of the Student Engagement and Retention Team begin to take effect.

International Offshore load decline continues with teach-out of the students from agreements being exited. This is predominately in the School of Business. New opportunities are being explored but are not included in the 2014 budget.

International Onshore load is expected to remain steady in 2014. Enrolments for the 2013 third study period show some optimism that the International Onshore market may be returning to growth. Conservatively, the 2014 targets have not factored in any of this growth.

Equally domestic Fee Paying is showing signs of improvement in the third study period of 2013. However the 2014 targets are set conservatively as the domestic market has been under pressure for some time.

New Product Offering

SCU has a number of new courses on offer for 2014.

Associate Degree of Science

Bachelor of Creative Arts

Bachelor of Science

Bachelor of Social Welfare with Honours

Graduate Certificate in Diabetes Education and Management

This adds further to the 11 new programs introduced to the market in 2013. Those new programs were very successful delivering 414 commencing EFTSL this year. The growth in enrolments from new programs offerings are offset by declines in the existing courses with 20 courses in 2013 removed due to low demand and a further 16 in planned for removal in 2014. The cost of administrating, marketing and academic advising in removed courses is redirected to more attractive programs.

Price Volume

The University is expecting an increase in revenue of \$8.9m in 2014, of which \$7.5m is to be derived from price/mix increases and \$1.3m driven by increases in student volumes.

	2013 Forecast		2014 Load Profile		Price /mix	Volume	Movement	
	EFTSL	\$ Income	EFTSL	\$ Income	\$ Income	\$ Income	\$ Income	EFTSL
CGS	6,998	\$114,020,719	7,320	\$125,018,575	\$5,744,217	\$5,253,639	\$10,997,856	322
Domestic Fee Paying	606	\$9,516,760	526	\$8,384,094	\$126,157	-\$1,258,823	-\$1,132,666	-80
International Onshore	719	\$10,653,796	650	\$11,452,876	\$1,827,314	-\$1,028,234	\$799,080	-69
International Offshore	847	\$3,637,594	573	\$2,317,414	-\$144,039	-\$1,176,141	-\$1,320,180	-274
Total	9,170	\$137,828,870	9,069	\$147,172,959	\$7,553,649	\$1,790,440	\$9,344,089	-101

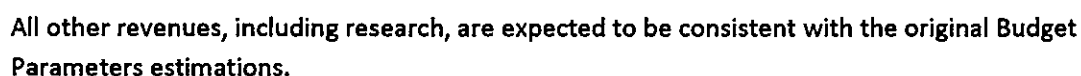
CGS Load

Announcements from the Commonwealth in the middle of 2013 to introduce a 2% efficiency

University \$2.47m in forgone revenue. The base indexation in 2013 was 3.8%. The 2014 base indexation was reduced from 3.8% in 2013 to 3.0% in 2014, which is then subject to the 2% efficiency dividend, resulting in the 2.8% net reduction to funding. This means the indexation for 2014 is only 1.0%.

The student contribution is not effected by the efficiency dividend and is indexed at the base 2014 rate of 3.0%. Therefore the price increase from the combined Commonwealth and Student contributions generates around \$2.0m of additional revenue in 2014 against the same volume of

The following chart shows the growth by each cluster, and the average price received for each cluster. A cluster is representative of a discipline, for example Cluster 1 includes Law, Accounting, Cluster 2 Humanities etc.



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

Re:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The 2015 and 2016 years are indicative at this stage and have not been through the same rigorous review as the 2014 Budget.

The assumptions underpinning the 2015 and 2016 net results are as follows;

Category	2015 & 2016 Assumptions

[REDACTED]

Student Fees Domestic	price increase + 100 more students (THSS) 2015, 150 more EFTSL 2016
Student Fees International On-Shore	price increase + 100 more students (Branch Campus Sydney) 2015, 150 EFTSL more 2016
Student Fees International Off-Shore	increase
Student Charges	

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Glossary

re Equipment & Facilities

EAL - Environment Analysis Laboratory

Released by SCU under Government Information (Public Access) Act 2009

Southern Cross University

Transitional Budget 2010

Report to Finance Committee

October 2009

Prepared by Financial & Business Services
23 October 2009

Released by SCU under Government Information (Public Access) Act 2009

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Category 100	Value 100

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3 Risk Analysis

Whilst a balanced budget position has been achieved for 2009, the University continues to face financial management challenges and there remain a number of financial risks embedded within the budget. The following significant risks and risk management strategies have been identified:

Risk	Budget Risk Management Strategies
DEEWR funded load target will not be achieved, resulting in Commonwealth Grant Scheme and Student Contributions revenue shortfall. 2010 target student load (6,402 EFTSL) is 265 EFTSLs higher than 2009 target 6,137. This represents a 4.3% increase.	Risk rating - low - The 2010 student load target includes 127 EFTSL over the current DEEWR load for 2010 of 6,275. - The revised 2010 student load will be discussed with DEEWR in the Institution Assessment Framework meeting scheduled for 2 November 2009. [REDACTED] - The YTD 2009 result for CGS load is 6,445 being 5.4% over the full year target and 43 EFTSL above the target set for 2010. - Early indication of preferences for 2010 appear quite favourable.
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Expenditure will exceed budget [REDACTED]	[REDACTED]

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The mid-term review 2008 strategic plan sets out the University's five major objectives for 2005 to 2010 as follows:

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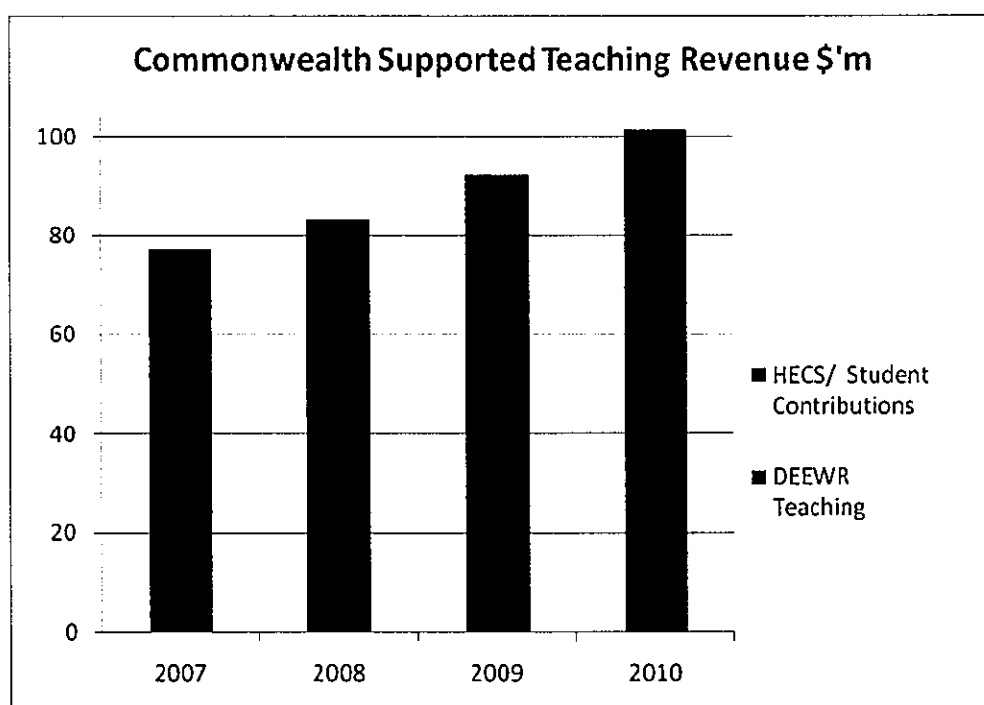
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6 Commonwealth Teaching Funding

6.1 Commonwealth Teaching Funding

The chart below provides a four year trend analysis showing strong growth in Commonwealth Supported Teaching revenue. This reflects increases in funding and new places.



The table below provides a breakdown of the budgeted Commonwealth teaching funding and Student Contributions. Each of the Commonwealth funding elements are discussed in more detail below.

Commonwealth Teaching:	2010 Budget \$'000
Commonwealth Grant Scheme (CGS)	55,310
Enabling loading	448
Regional loading	1,269
CGS adjustment for over enrolment	1,900
	
HECS/ Student Contributions	38,357
Total DEEWR Teaching and HECS	101,162

6.1.1 Commonwealth Grant Scheme (CGS)

The Commonwealth Grant Scheme (CGS) is determined based on the agreed cluster discipline mix which will be renegotiated with DEEWR. The Commonwealth contributions for 2010 are as follows:

Discipline	Cluster	2010 CGS Rates
Law, Accounting, Administration, Economics, Commerce	1	\$1,765
Humanities	2	\$4,901
Mathematics [#] , Statistics [#] , Behavioural Science, Social Studies, Computing, Built Environment, other Health	3	\$8,670
Education*	4	\$9,020
Clinical Psychology, Allied Health, Foreign Languages, Visual and Performing Arts	5	\$10,662
Nursing*	6	\$11,903
Engineering, Science [#] , Surveying	7	\$15,156
Medicine, Dentistry and Veterinary Science	8	\$19,235

* Contribution includes nursing clinical and teacher practicum.

[#] An additional \$3,318 per EFTSL is provided for students covered by the lower contribution amounts introduced in 2009.

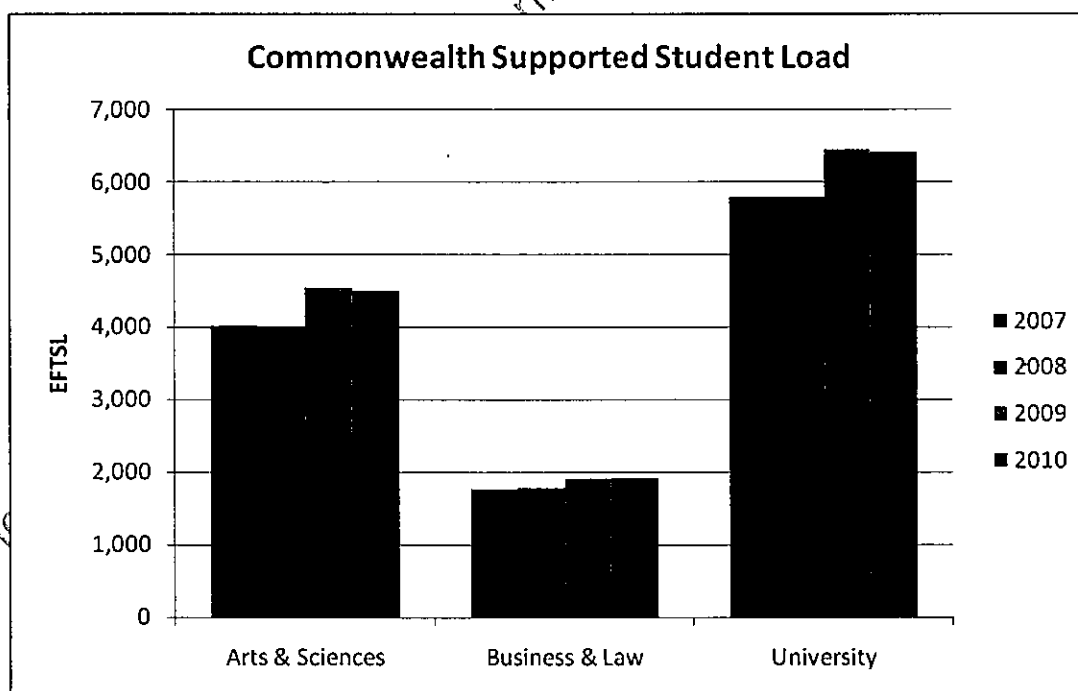
From 2010, the funds currently delivered through the Improving the Practical Component of Teacher Education program are included in the CGS rate for Cluster 4 above (estimated to be \$350 per EFTSL). Also, for 2010, the funds delivered through the Workplace Reform Program are also included in the CGS rates above, resulting in increases across all funding clusters. As a result the cluster rates are approximately 3% higher than for 2009.

The table below shows the 2010 load used in calculating revenue compared to the current DEEWR load. As mentioned previously the 2010 student load shown below and used for calculating revenue for the budget will be discussed with DEEWR in the Compacts meeting scheduled for 2 November 2009.

Cluster	Funding cluster	DEEWR Current	2010	Difference
1	Law, Accounting, Administration, Economics, Commerce	1,231	1,240	9
2	Humanities	575	621	46
3	Mathematics, statistics, behavioural science, social studies, computing, built environment, other health (excluding allied health)	1,258	1,140	-118
4	Education	1,042	1,237	195
5	Clinical psychology, allied health, foreign languages, visual and performing arts	710	777	67
6	Nursing	694	596	-98
7	Engineering, science, surveying	608	632	24
8	Dentistry, medicine, veterinary science, agriculture	157	158	1
		6,275	6,402	127
			Increase %	2%

6.1.2 Commonwealth Supported Student Load.

The chart below provides a trend analysis for Commonwealth Supported student load. This shows some fluctuation over the period. The 2009 load is as at 9 October, 2009.



For 2010 and 2011, the cap on over enrolments will be relaxed from 5 percent to 10 percent, with places from 2012 being fully uncapped.

The table below provides a comparison of actual load (2009 load is as at 9 October) and the 2010 projected loads compared to DEEWR CGS funded load:

Commonwealth Supported Student Load	2007 Actual	2008 Actual	2009 Actual	2010 Projection
Arts & Sciences				
Arts and Social Science	1,125.3	1,017.3	1,148.4	1,093.9
Education	943.5	1,001.5	1,193.0	1,096.2
Gnibi College of Indigenous Australian Peoples	169.9	209.3	192.4	245.8
Environmental Science and Management	377.6	296.8	345.3	324.2
Health and Human Sciences	1,295.8	1,276.4	1,410.3	1,497.9
Total Faculty of Arts and Sciences	3,912.1	3,801.2	4,289.3	4,258.1
Business & Law				
Commerce and Management	685.4	672.3	721.8	726.2
Tourism and Hospitality Management	478.7	521.8	539.1	556.5
Law and Justice	594.4	587.6	646.8	633.6
Graduate College of Management	1.1	0.3	1.6	2.2
Total Faculty of Business and Law	1,759.5	1,781.9	1,909.3	1,918.4
Academic Skills Development Unit	108.0	124.0	171.4	150.0
NMSC		71.0	75.0	75.5
Total actual/allocated load	5,779.6	5,778.1	6,444.9	6,402.0
DEEWR CGS Funded Load			6,150.0	6,275.0

6.1.3 Enabling Loading and Regional Loading

The regional loading has been included in the budget based on 2009 funds received plus indexation. Enabling loading has been calculated based on 2010 projected enrolments in the Preparing for Success program at \$2,986 per EFTSL (the 2009 EFTSL rate plus 2% indexation).

6.1.1 CGS Adjustment for Over Enrolment

An amount of \$1.9m has been included in the 2010 budget for expected Commonwealth Grant Scheme funding from 2009 over enrolment. This amount represents 4% over enrolment on the agreed 2009 load. DEEWR has capped 2009 over-enrolment funding at 5% with this funding being paid in the 2010 year.

As at 9 October, 2009 enrolments are 4.7% over the DEEWR funded financial load.

[REDACTED]

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6.2 Student Contributions

Southern Cross University currently charges the maximum annual student contribution (formerly HECS) amount for a place.

Student contributions have been calculated using the 2010 projected load. There are some concessions for pre 2008 students studying Accounting, Administration, Economics and Commerce, pre 2009 students studying Mathematics, Statistics and Science and pre 2010 students studying Education and Nursing units. These students pay a lower contribution rate.

In calculating student contributions, assumptions have been made as to which contribution rate (or band) applies based on prior year EFTSL data and Field of Education (FOE) remapped to the 2010 clusters.

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7.1 Tuition Revenue

2010 total tuition related revenue is \$28.5 million, which is up 13.75% on 2009 Forecast. This reflects strong onshore international and domestic growth. The table below shows tuition revenue growth since 2007:

Tuition Revenue \$'000	2007	2008	Original 2009 Budget	2009 Forecast	2010
Domestic tuition fees	8,839,486	8,785,727	9,017,958	9,017,958	10,439,803
International tuition fees, onshore	10,104,619	13,396,367	11,860,660	11,860,660	14,122,714
International tuition fees, offshore	3,142,259	3,974,844	3,730,343	3,730,343	3,969,686
Total	22,086,364	26,156,938	24,608,961	24,608,961	28,532,203
% increase		15.56%	-6.29%	0.00%	13.75%

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Southern Cross University

DRAFT - Budget 2011

Report to Finance Committee

October 2010

Prepared by Financial & Business Services
20 October 2010

Released by SCU under Government Information (Public Access) Act 2009

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1 Executive Summary

Page 2

The University will need to over enrol in 2011 above the currently agreed DEEWR funded load of 6,369 to achieve a balanced budget. In 2010, the University expects to achieve an enrolment of 6,572 EFTSL. In addition the favourable enrolment result for 2010 above the revised DEEWR target will be incorporated in the 2011 budget. Increased enrolments will be negotiated with DEEWR at the proposed Institution Assessment Framework meeting in early November 2010. Expenditure on salary and non salary items (NSIs) are increasing at between 4% and 15% per annum and Commonwealth Grant Scheme (CGS) and Performance funding increasing at only 3.5% per annum.

A summary by budget area is provided in Schedule 1.

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3 Risk Analysis

The University continues to face financial management challenges and there remain a number of financial risks embedded within the budget. The following significant risks and risk management strategies have been identified:

Risk	Budget Risk Management Strategies
DEEWR funded load target will not be achieved, resulting in Commonwealth Grant Scheme and Student Contributions revenue shortfall. 2011 target student load (6,602 EFTSL) is 200 EFTLS higher than 2010 target 6,402 This represents a 3.1% increase.	Risk rating - low - The 2011 student load target includes 233 EFTSL over the current DEEWR load for 2011 of 6,369. - The revised 2010 student load will be discussed with DEEWR in the Institution Assessment Framework meeting scheduled for November 2010. [REDACTED] - The YTD 2010 result for CGS load is 6,542 being 2.2% over the full year target and 60 EFTSL below the target set for 2011.
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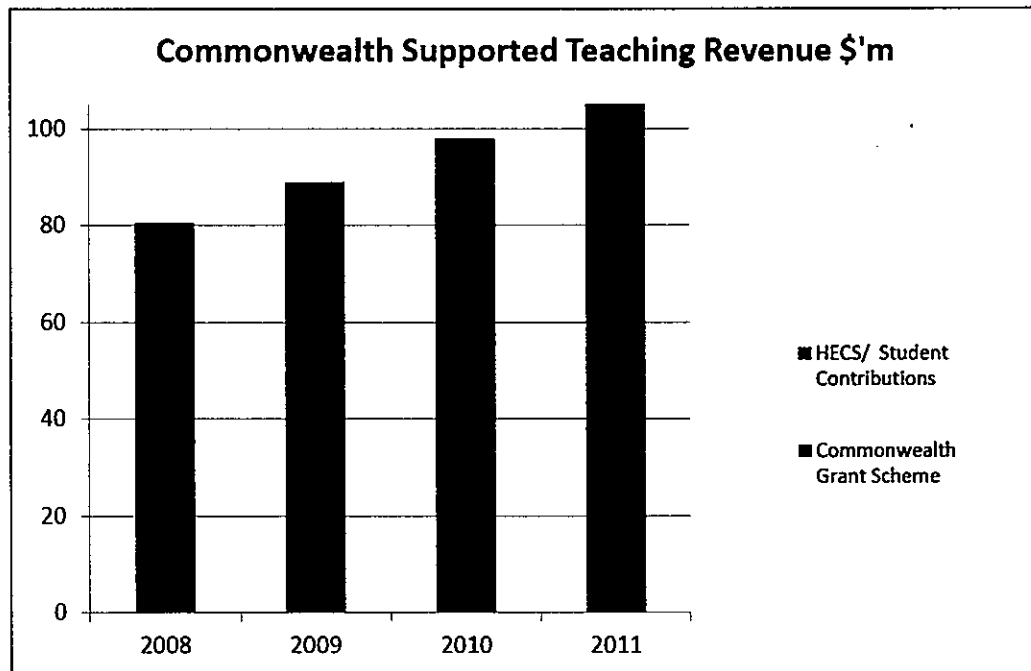
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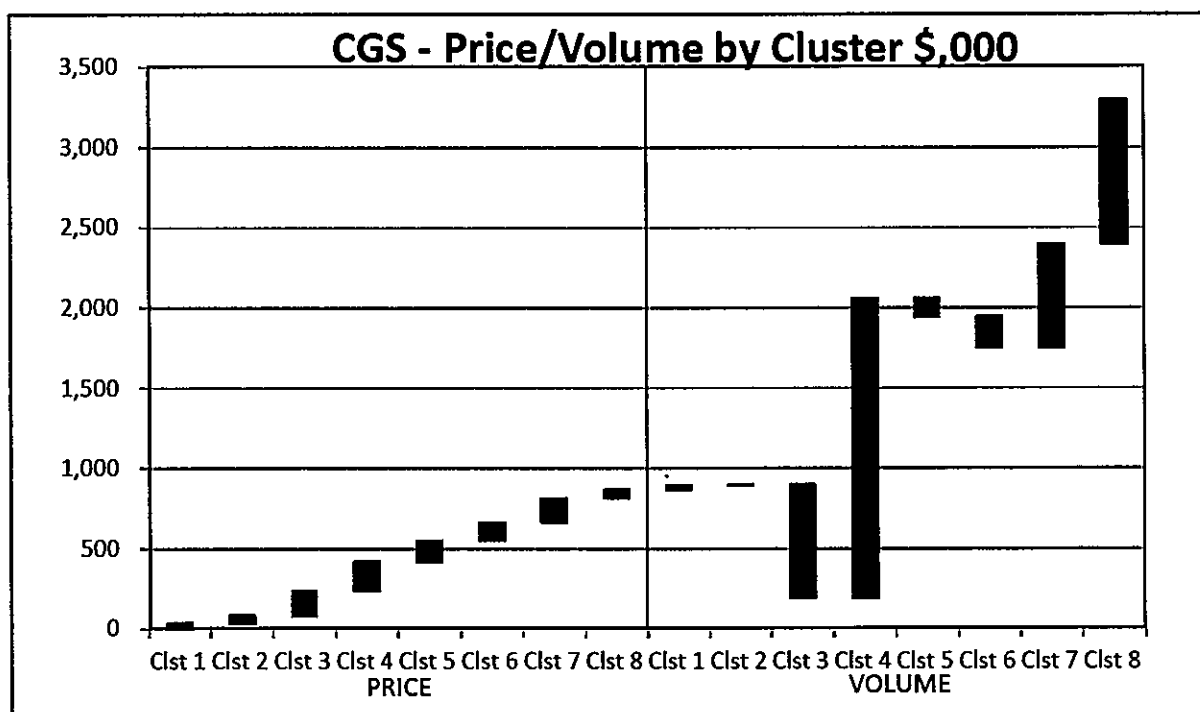
6 Commonwealth Teaching Funding

6.1 Commonwealth Teaching Funding

The chart below provides a four year trend analysis showing strong growth in Commonwealth Supported Teaching revenue. This reflects increases in funding and new places.



The following chart identifies the growth by cluster in terms of movement in price and volume.



The table below provides a breakdown of the budgeted Commonwealth teaching funding and Student Contributions. Each of the Commonwealth funding elements are discussed in more detail below.

Commonwealth Teaching:	2011 Budget \$'000
Commonwealth Grant Scheme	59,141
Enabling loading	570
Regional loading	1,291
	
CGS adjustment for under/over enrolment	4,000
Subtotal DEEWR Funding	67,008
HECS/ Student Contributions	39,665
Total DEEWR Teaching and HECS	106,673

6.1.1 Commonwealth Grant Scheme (CGS)

The Commonwealth Grant Scheme (CGS) is determined based on the agreed cluster discipline mix which will be renegotiated with DEEWR. The Commonwealth contributions for 2010 and 2011 are shown below. CGS rates have indexed by 1.6% over 2010.

Discipline	Cluster	2010 CGS Rates	2011 CGS Rates
Law, Accounting, Administration, Economics, Commerce	1	\$1,765	\$1,793
Humanities	2	\$4,901	\$4,979
Mathematics*, Statistics*, Behavioural Science, Social Studies, Computing, Built Environment, other Health	3	\$8,670	\$8,808
Education*	4	\$9,020	\$9,164
Clinical Psychology, Allied Health, Foreign Languages, Visual and Performing Arts	5	\$10,662	\$10,832
Nursing*	6	\$11,903	\$12,093
Engineering, Science*, Surveying	7	\$15,156	\$15,398
Medicine, Dentistry and Veterinary Science	8	\$19,235	\$19,542

* Funding cluster rates for nursing and education amounts for nursing clinical placement and teacher practicum.

The Australian Government also provides an additional \$3,371 per EFTSL for mathematics, statistics and science units for students who are covered by the lower contribution amounts introduced in 2009.

The table below shows the 2011 load used in calculating revenue compared to the current DEEWR load. As mentioned previously the 2011 student load shown below and used for calculating revenue for the budget will be discussed with DEEWR in the Compacts meeting scheduled for November 2010.

Cluster	Funding cluster	DEEWR Current	2011	Difference
1	Law, Accounting, Administration, Economics, Commerce	1,242	1,246	4
2	Humanities	575	597	22
3	Mathematics, statistics, behavioural science, social studies, computing, built environment, other health (excluding allied health)	1,263	1,178	-85
4	Education	1,070	1,313	244
5	Clinical psychology, allied health, foreign languages, visual and performing arts	720	737	17
6	Nursing	728	678	-50
7	Engineering, science, surveying	614	650	36
8	Dentistry, medicine, veterinary science, agriculture	157	203	46
		6,369	6,602	234
			Increase %	3.6%

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The regional loading has been included in the budget based on 2010 funds received plus indexation. Enabling loading has been calculated based on 2011 projected enrolments in the Preparing for Success program at \$2,713 per EFTSL (this rate may reduce depending on level of enrolments across the sector).

An amount of \$4m has been included in the 2011 budget for expected Commonwealth Grant Scheme funding from 2010 over enrolment. This amount represents 2.7% over enrolment on the agreed 2010 load of 6402.

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6.1.6 Indexation

Indexation of Commonwealth income for 2011 is assumed to be 3.5% in **total** including CGS, HECS and Performance Funding.

6.2 Student Contributions

Southern Cross University currently charges the maximum annual student contribution (formerly HECS) amount for a place. Student contributions have indexed by 2.5% on the 2010 rates.

Student contributions have been calculated using the 2011 projected load. There are some concessions for pre 2008 students studying Accounting, Administration, Economics and Commerce, pre 2009 students studying Mathematics, Statistics and Science and pre 2010 students studying Education and Nursing units. These students pay a lower contribution rate.

In calculating student contributions, the assumptions used last year were applied for mapping which contribution rate (or band) applied based on prior years EFTSL data and Field of Education (FOE) remapped to the 2011 clusters.

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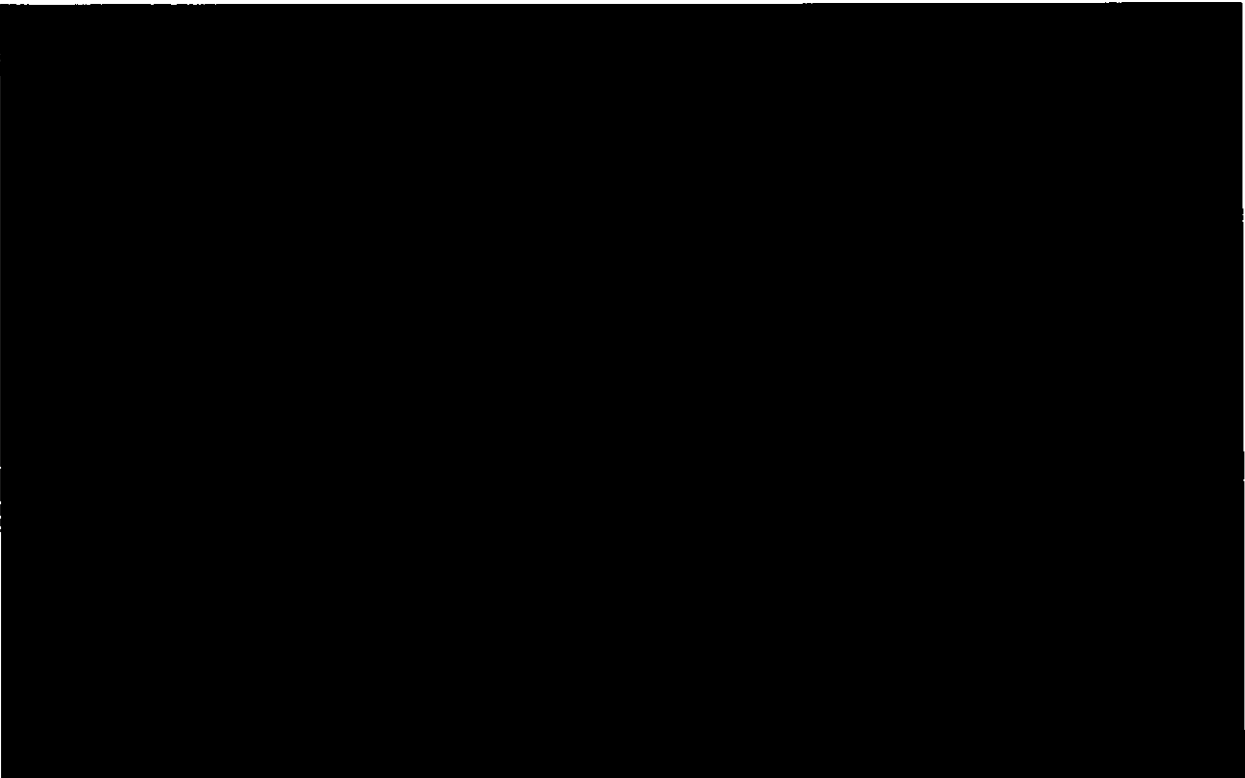
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7.1 Tuition Revenue

2011 budgeted tuition revenue is \$29.2 million, which is up 2.43% on 2010 Forecast and 0.8% above the revenue received in 2009. This reflects strong onshore international growth but more conservative offshore and domestic targets. The table below shows tuition revenue growth since 2008:

Tuition Revenue \$'000	2008	2009	2010 Budget	2010 Forecast	2011
Domestic tuition fees	8,988,992	9,365,894	10,139,803	10,139,803	9,259,995
International tuition fees, onshore	13,396,367	14,785,991	14,122,714	14,422,714	15,676,380
International tuition fees, offshore	4,032,487	4,858,754	3,969,686	3,969,686	4,305,974
Total	26,417,846	29,010,639	28,232,203	28,532,203	29,242,349
% increase		8.94%	-2.76%	1.05%	2.43%



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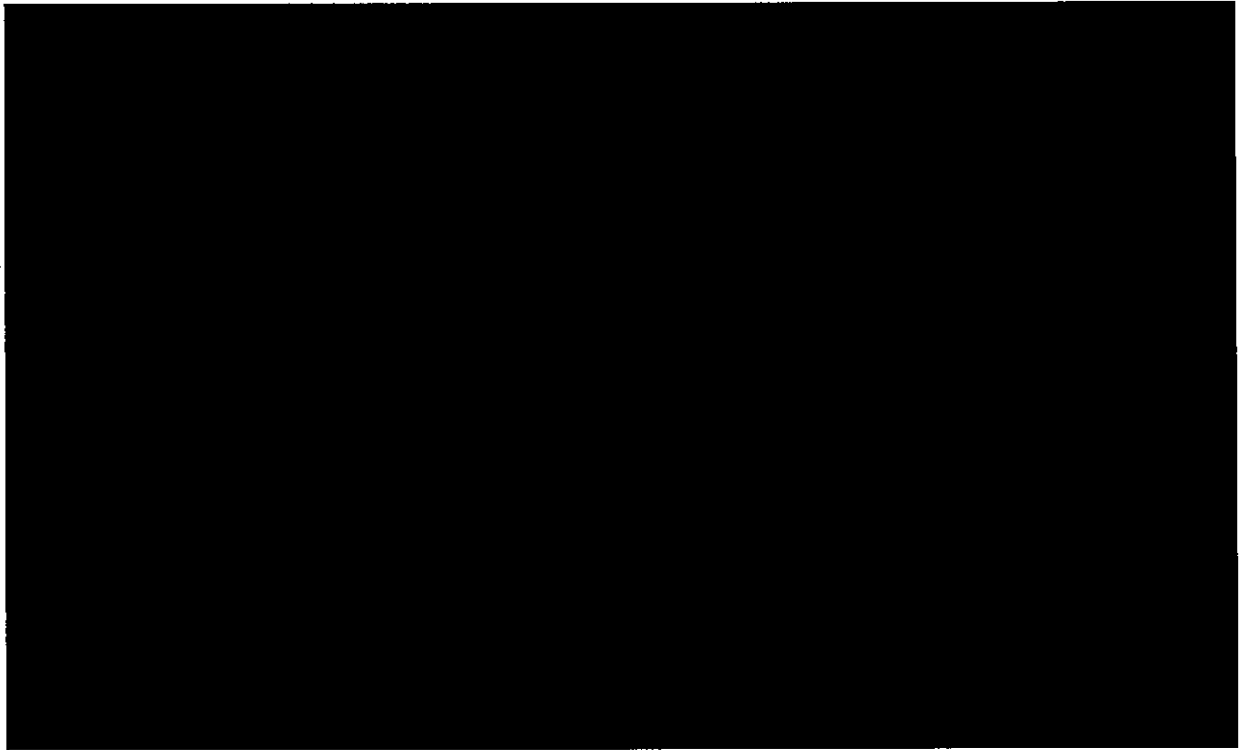
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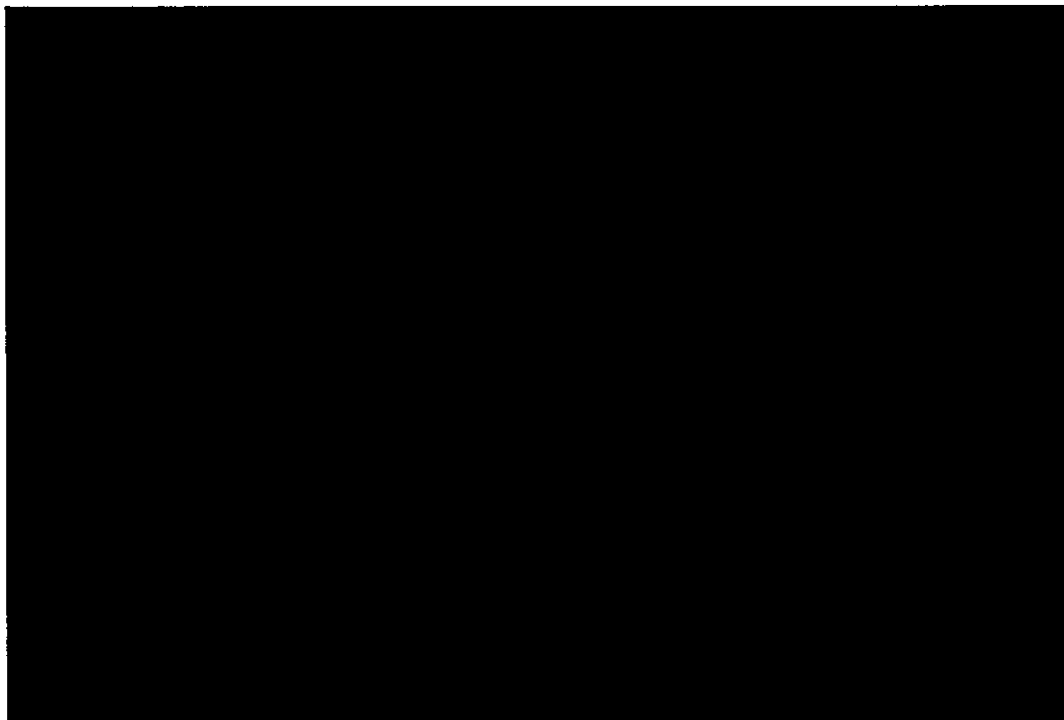
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Southern Cross University

Budget 2009 to 2011

Report to Finance Committee

October 2008

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Released by SCU under Governme

Prepared by Michael Carter
15 October 2008

Page 1

2 Risk Analysis

Whilst a balanced budget position has been achieved for 2009, the University continues to face financial management challenges and there remain a number of financial risks embedded within the budget. The following significant risks and risk management strategies have been identified:

Risk	Budget Risk Management Strategies
DEEWR funded load target will not be achieved, resulting in Commonwealth Grant Scheme and Student Contributions revenue shortfall. 2009 student load (6,137 EFTSL) is 319 EFTSL higher than 2008 and 349 EFTSL higher than actual 2007 student load (5,786 EFTSL), being approximately 6%.	Risk rating - moderate - The 2009 student load target includes 120 EFTSL for new places in nursing (70) and early childhood (50). - The 2009 student load includes 199 pipeline EFTSL from prior years 2% retention funding of \$1.765 million has been set aside as contingency funds. These have been set aside within the Specific budget and will not be allocated until DEEWR load targets are met. The increase from the 2008 retention of 1.5% has taken into account the projected under enrolment in several schools on 2008 and the impact this may have on 2009 pipeline. - Additional investment in marketing of \$560,000 has been allocated to attract enrolments to the funded positions.
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5.1.1 Commonwealth Grant Scheme (CGS)

The Commonwealth Grant Scheme (CGS) is determined based on the agreed cluster discipline mix which has been renegotiated with DEEWR. The Commonwealth contributions for 2009 are as follows:

Discipline	Cluster	2009 Commonwealth Contributions
Law, Accounting, Administration, Economics, Commerce	1	\$1,709
Humanities	2	\$4,743
Mathematics [#] , Statistics [#] , Behavioural Science, Social Studies, Education*, Computing, Built Environment, other Health	3	\$8,389
Clinical Psychology, Allied Health, Foreign Languages, Visual and Performing Arts	4	\$10,517
Nursing*	5	\$11,517
Engineering, Science [#] , Surveying	6	\$14,664
Medicine, Dentistry and Veterinary Science		\$18,610

* Contribution includes nursing clinical and teacher practicum.

[#] For commencing 2009 students an additional \$3,250 per EFTSL is provided as students in 2009 pay a lower student contribution amount.

The table below shows the funded load used in calculating revenue.

Cluster	Funding cluster	2009	2010	2011
1	Law, Accounting, Administration, Economics, Commerce	1,197	1,197	1,197
2	Humanities	575	575	575
3	Mathematics, statistics, behavioural science, social studies, education, computing, built environment, other health (excluding allied health)	2,301	2,339	2,367
4	Clinical psychology, allied health, foreign languages, visual and performing arts	696	710	720
5	Nursing	611	656	690
6	Engineering, science, surveying	600	608	613
7	Dentistry, medicine, veterinary science, agriculture	157	157	157
		6,137	6,242	6,319
	Increase		105	77
	%		1.7%	1.2%

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Entity	2017	2018	2019	2020	2021
Government of India	100	100	100	100	100
State of Andhra Pradesh	100	100	100	100	100
State of Karnataka	100	100	100	100	100
State of Maharashtra	100	100	100	100	100
State of Tamil Nadu	100	100	100	100	100
State of West Bengal	100	100	100	100	100
State of Gujarat	100	100	100	100	100
State of Rajasthan	100	100	100	100	100
State of Haryana	100	100	100	100	100
State of Punjab	100	100	100	100	100
State of Uttar Pradesh	100	100	100	100	100
State of Bihar	100	100	100	100	100
State of Odisha	100	100	100	100	100
State of Jharkhand	100	100	100	100	100
State of Chhattisgarh	100	100	100	100	100
State of Madhya Pradesh	100	100	100	100	100
State of Kerala	100	100	100	100	100
State of Assam	100	100	100	100	100
State of Arunachal Pradesh	100	100	100	100	100
State of Manipur	100	100	100	100	100
State of Meghalaya	100	100	100	100	100
State of Mizoram	100	100	100	100	100
State of Nagaland	100	100	100	100	100
State of Tripura	100	100	100	100	100
State of Sikkim	100	100	100	100	100
State of Puducherry	100	100	100	100	100
State of Chandigarh	100	100	100	100	100
State of Delhi	100	100	100	100	100
State of Jammu and Kashmir	100	100	100	100	100
State of Ladakh	100	100	100	100	100
State of Andaman and Nicobar Islands	100	100	100	100	100
State of Lakshadweep	100	100	100	100	100
State of Dadra and Nagar Haveli	100	100	100	100	100
State of Daman and Diu	100	100	100	100	100
State of Chandigarh	100	100	100	100	100
State of Delhi	100	100	100	100	100
State of Jammu and Kashmir	100	100	100	100	100
State of Ladakh	100	100	100	100	100
State of Andaman and Nicobar Islands	100	100	100	100	100
State of Lakshadweep	100	100	100	100	100
State of Dadra and Nagar Haveli	100	100	100	100	100
State of Daman and Diu	100	100	100	100	100

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6.1 Tuition Revenue

2009 total tuition related revenue is \$24.6 million, which is up 12% on 2008 Forecast. This reflects strong onshore international and domestic growth. The table below shows tuition revenue growth since 2006:

Tuition Revenue \$'000	2006	2007	2008 Budget	2008 Forecast	2009	2010	2011
Domestic tuition fees	7,075	8,839	9,091	8,691	9,018	9,379	9,848
International tuition fees, onshore	8,440	10,105	9,893	9,773	11,861	12,335	12,952
International tuition fees, offshore	4,210	3,142	3,236	3,176	3,730	3,880	4,074
Total	19,724	22,086	22,220	21,640	24,609	25,593	26,873
% increase		11%	1%	-3%	12%	4%	5%

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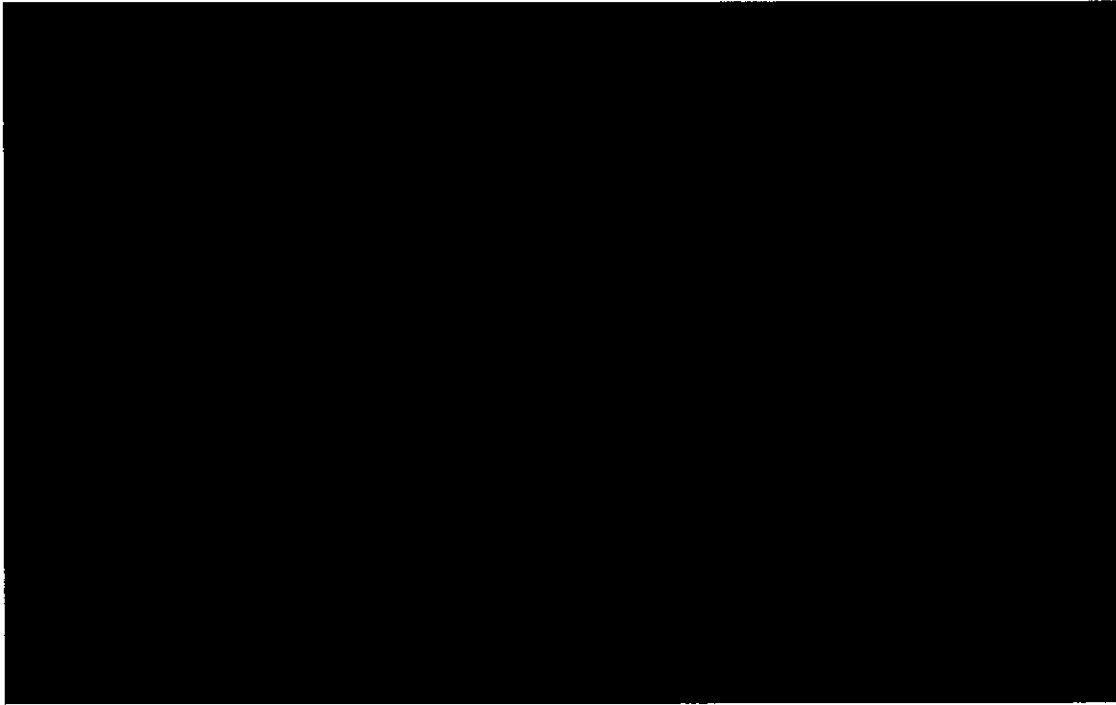
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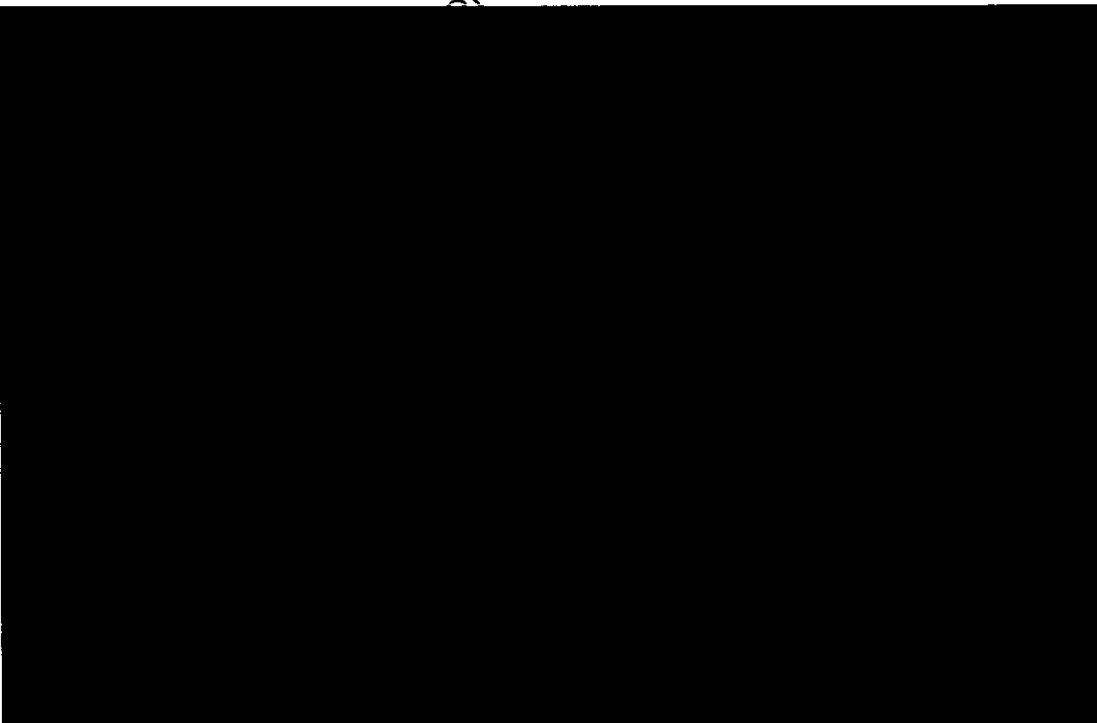
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SCU Profile 2009-2014

Total number of Students		2009	2010	2011	2012	2013	2014
Total (persons)	Domestic	12241	12198	12090	12190	12447	12661
	International	4156	3817	3222	2668	2029	2008
	Total	16397	16015	15312	14858	14476	14669
Lismore Campus	Domestic	4078	3800	3730	3641	3587	3436
	International	431	346	320	296	277	281
	Total	4509	4146	4050	3937	3864	3717
Gold Coast Campus	Domestic	603	946	1200	1639	2078	2401
	International	329	388	401	379	436	702
	Total	932	1334	1601	2018	2514	3103
Coffs Harbour Campus	Domestic	1506	1449	1421	1477	1440	1439
	International	115	111	134	107	89	55
	Total	1621	1560	1555	1584	1529	1494
Sydney - The Hotel School	Domestic	381	353	291	267	235	227
	International	126	138	106	81	95	109
	Total	507	491	397	348	330	336
Distance Education	Domestic	5415	5400	5233	5004	4963	5048
	International	65	56	56	61	57	43
	Total	5480	5456	5289	5065	5020	5091
Other Australian Location	Domestic	124	127	99	65	32	22
	International	543	421	299	147	35	150
	Total	667	548	398	212	67	172
Offshore Campus*	Domestic	134	123	116	97	112	88
	International	2547	2357	1906	1597	1040	668
	Total	2681	2480	2022	1694	1152	756
Student Headcount (Persons by Residency)							
Domestic		12241	12198	12090	12190	12447	12661
International		4156	3817	3222	2668	2029	2008
<i>Offshore campus</i>		2547	2357	1906	1597	1040	668
<i>Onshore campus</i>		1609	1460	1316	1071	989	1340

Source: SCU DEEWR Student Enrolments cube queried 20/08/2015

*Domestic students include New Zealand students

Confidential Briefing to Vice Chancellor's Executive Committee

From: Professor Andrew McAuley
Date: 8 March 2013
Title: Student Retention

1. Purpose

Firstly; to report on the initial sweep of retention activities across SCU under the Student Success Project, funded by HEPPP and operating through the PVC (A)'s Office. Second, to outline potential short, medium and longer term strategies to address retention as envisaged at this early stage as part of the Student Success Project.

2. Issue

With the increase in the 2013 target load it is imperative that all retention activities are maximised and new initiatives investigated and implemented where possible. Much of this work is funded by HEPPP which has no guarantee of continued funding beyond present commitments which raises the issue of sustainability of these projects in the future.

3. Background

VC Priority 3 is aimed at increasing student retention by a minimum of 3% over the next three years. A Project Officer has been employed as part of a HEPPP funded Student Success project to help co-ordinate an institutional approach to student attainment; initial recommendations and observations are included in the attached document. Whilst some new initiatives can be implemented in 2013, work is also being done to ensure that ongoing retention activities and strategies are supported by data, robust and appropriate processes.

4. Options

5. Recommendation/Recommended Action

1. VCEC to review and endorse the initial approach of the Student Success Project in analysing data and processes to determine what retention activities are the most effective.

2. That an ongoing institution wide approach be scoped and costed to support phone call campaigns to current students once the project has determined those with the most impact.

6. Implementation

PVC (A)'s Office to implement VCEC considered view.

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Confidential Briefing to Vice Chancellor's Executive Committee

Part A From: Helen Hughes, Executive Director Community & Corporate Relations
Andrew McAuley, PVC (Academic)
Part B From: Helen Hughes, Executive Director Community & Corporate Relations
[REDACTED]
Date: 3.10.12
Title: Enhancing Enquiry Management at SCU

Part A

1. Purpose

To provide VC Executive with a proposed way forward for improving the management of enquiry to application at SCU and to put forward a proposal for resourcing this conversion activity into the future.

2. Issue

Marketing activity generates and drives enquiries to the Contact Centre in Student Services. Data extracted from the University's customer relationship management system (CRM) indicates that the conversion rate from enquiry to enrolment is averaging around [REDACTED]. While the conversion rate is improving year on year and anecdotally is a reasonable result, the opportunity exists to improve conversion for the benefit of the University.

[REDACTED]

Throughout 2012 Marketing & Recruitment has worked with Student Services and its Contact Centre trialling a number of different approaches to improving conversion. While the CRM has functional limitations, a number of targeted enhancements have been funded by Marketing and Recruitment. These are detailed in Part B of this paper. It is also worth reflecting that since the introduction of the CRM, SCU has put in place some important building blocks for enhancing enquiry management – significantly, enquiries are overwhelmingly dealt with via the CRM irrespective of work unit and location. The CRM is the tool by which enquiries are recorded with all web and phone enquiries via publicised phone numbers/urls automatically 'popping' in the CRM and clear business processes in place for dealing with enquiries. The opportunity exists to build on this foundation.

3. Background

Offer to Acceptance – Acceptance to Enrolment

In 2009 a strategy to improve conversion rates from offer to acceptance and acceptance through to enrolment was implemented involving an outbound telephone call campaign targeting prospective students who had been made an offer. During the three years this program has been running conversion rates from offer to enrolment have increased by ■ per annum.

The 'offer to enrolment' activity is staffed by casual telephonists and funded out of the Marketing and Recruitment budget. The nature of this activity is process driven and can be scripted to a large degree.

An 'enquiry to application' campaign requires a different skill set. Staff conducting the enquiry to application outbound calls frequently field questions requiring very strong product knowledge across all functional areas of the University (courses, campuses, costs, admissions). For this reason the Student Contact Centre staff have been identified as the most suitable candidates to undertake this work.

The Student Contact Centre employs six full-time staff to handle prospective and current student enquiries. The Contact Centre operates between 9am and 5pm Monday to Friday. The current focus of the enquiry service is to satisfy the query as efficiently as possible rather than to establish a dialogue with the prospective student. A relationship driven outbound enquiry management approach therefore represents a significant change in culture and priorities as well as physical work practices.

4. Recommendation

Following the Crook review it is proposed that ED Community & Corporate Relations and PVC (Academic) explore the feasibility of creating two teams – one servicing Current Students and one servicing Future Students, with the Future Students team managed by Marketing & Recruitment and outposted to Student Services. The Future Students team would include some of the current Student Contact Centre staff augmented by the staff member and casuals in Marketing and Recruitment currently running the offer to acceptance – acceptance to enrolment campaigns. The Future Students team would work to achieve a systematic approach to following up leads beyond initial enquiry, where a base-line level of follow-up is automated and 'hot' enquirers identified for more personalised follow-up.

The establishment of a Future Students team would build on work done to date to improve enquiry management. An Enquiry Management Project in partnership between Marketing & Recruitment and Student Services has been running to develop and test approaches to prospective student enquiry management at SCU. A snapshot of three different trials for converting leads is provided in Part B of this paper for the information of Executive. This represents a report back to VC Executive on the paper of 14 September 2011 titled 'Improving prospective student enquiry to enrolment conversion rates'. A report by ■ funded out of approved Tourism and Hospitality Management roll-over in 2011 for two years is also provided as attachment 1. This report highlights some of the challenges and insights gained through a high-touch relationship-based approach to engaging with the tourism industry in pursuit of enrolments.

Part B

Pilot projects:

Working with Contact Centre staff in 2011 Marketing and Recruitment enlisted the services of a sales and training organisation [REDACTED] to deliver a sales training program customised for CRM based enquiry management in the education sector. The training was delivered to Marketing and Recruitment and Student Services Contact Centre staff.

A strategic marketing decision to focus on [REDACTED] was made because of its fit with the SCU brand and organisational values and a number of recruitment and conversion activities piloted. Clearly defined cohorts were selected for the pilot campaigns as follows:

- 1) Prospective enquiries - Session 1, 2012 follow-up
- 2) Prospective distance education students - Session 2, 2012
- 3) Southern Cross Business School postgraduate recruitment (SCBS) Alumni Scholarship campaigns

1) Prospective enquiries Session 1, 2012 outbound follow-up campaign

A pilot outbound communication campaign targeting prospective students who had enquired to study with the University for Session 1, 2012 was undertaken during the final quarter of 2011, between October and December.

The business case for this pilot identified that Southern Cross University received an average of [REDACTED] prospective student enquiries every month with three predictable annual peak periods coinciding with advertised application closing dates. The Business case predicted that approximately [REDACTED] of total prospective enquiries received ([REDACTED]), would be available for a follow up attempt because they had given SCU permission to contact them via their email address and/or by providing a valid telephone contact number. However once the enquiry data was analysed [REDACTED] people had provided both contact details and permission to contact them.

The Student Contact Centre was able to make contact with [REDACTED] of the [REDACTED] prospective students in the initial pilot program [REDACTED] via email and [REDACTED] via telephone. Several email communications were trialled, the most effective where the email contact contained an 'offer' and call-to-action, in this case an invitation to register to attend the SCU Information Days, proved the most effective. It provided a reason to send the email and a method of assessing effectiveness (registration at the event).

Break down of conversion activity:

Activity	Total
Follow up email sent	[REDACTED]
Follow up phone contact made	[REDACTED]
Uncontactable	[REDACTED]
Total Available	[REDACTED]
Total Contacted (Success Rate)	[REDACTED]

[REDACTED]

The outcome from the activity showed that overall there was a

slight increase in conversions rates from [REDACTED] where only the initial enquiry was answered to an average of [REDACTED] for the pilot. [REDACTED]

Outcome S1 2012 Pilot Outbound Follow-up Campaign (August - Nov 2011)

Control group – initial enquiry answered – no further follow up	Conversion rate for the outbound follow-up campaign.	Conversion rate where [REDACTED]	Conversion rate in pilot program for the people with whom contact was made.	Conversion rate in pilot program for people [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

This data is based on prospective enquirers from the beginning of August to the end of November 2011. Conversion' refers to enquiries in the CRM that resulted in an application to study with SCU in S1 2012. Total sample population [REDACTED].

Insights were gained which have helped to inform future enquiry management activities. It was identified that Contact Centre Staff were spending an average of 12 minutes per inbound prospective enquiry to manually transfer data from a web based form into the CRM. Of the [REDACTED] prospective student enquiries handled by the Contact Centre each month it was estimated around [REDACTED] or [REDACTED]

Key action: An upgrade to the CRM enabling web based data to be automatically recorded in the CRM was commissioned at a cost of [REDACTED] and is operational for the S1 2013 recruitment period.

Key action: In consultation with SCU Legal the data capture form has been altered to 'opt out' to increase the number of prospects we can communicate with in future recruitment periods.

The pilot project also highlighted that [REDACTED]

[REDACTED]. The nature of their questions was detailed which means staff conducting the outbound calls need a high degree of product knowledge as well as effective sales training.

The outbound follow-up activity trailed in S1 2012 is being repeated for the S1 2013 recruitment period with the activity recast to incorporate what was learnt from the first pilot program. The outcome of this follow-up activity will provide additional data from which to evaluate the enquiry management activities.

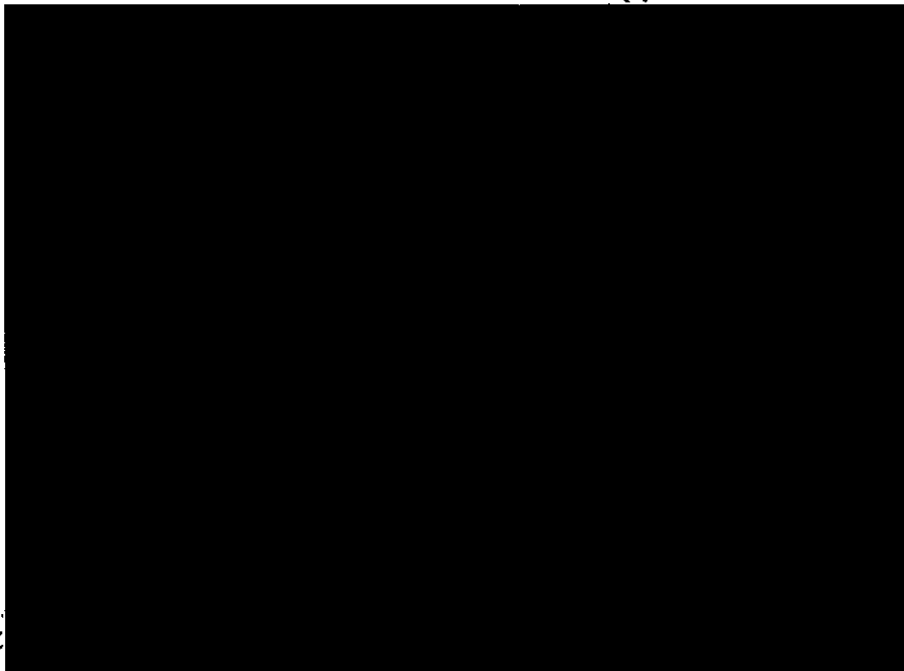
2) Prospective [REDACTED] students - Session 2, 2012 outbound follow-up campaign

A second pilot program was trailed for the S2 2012 recruitment period. [REDACTED]

[REDACTED]. One objective for this campaign was to minimise the resources required to deliver the outbound follow-up, [REDACTED]

The content of the sessions was designed to provide participants with more information about SCU and to offer an open forum where participants could ask questions about the University or their preferred course. In particular the virtual information sessions sought to engage with and establish an ongoing relationship with the prospective student and to assist them towards choosing SCU.

Mid-Year Campaign – Virtual information sessions process flow



3) Southern Cross Business School Alumni Masters Scholarship

In December 2011 Southern Cross Business School created an Alumni Masters Scholarship to encourage Southern Cross university graduates who are registered Alumni to enrol in postgraduate business course work degrees. VC Executive was briefed previously on this initiative. The scholarship, worth \$1980 was limited to enrolment in a SCBS Masters by coursework degree in 2012, and paid on completion of the degree. Applications for the scholarship were to be made at the same time as applications for entry to a Masters by coursework degree. An eDM promoting the scholarship was sent out to the [REDACTED] Alumni on the database, directing them to the campaign landing page. The Alumni Masters Scholarship campaign generated [REDACTED] page views and [REDACTED] unique page views on the specific landing site (at 14 Dec 2011). As of 25 January 2012 there were [REDACTED] valid applications for the scholarship, by 31 July there were [REDACTED].

Table 1 – 2012 Tri A SCBS Alumni Campaign

Contacts	Unique Respondents (click through rate)	Scholarship Applications 25 Jan 2012	Course Applications 25 Jan 2012	Scholarship Applications 31 July 2012	Course Applications 31 July 2012	Enrolments 31 July 2012
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Notes: Data as at Monday, 6 August 2012

Enrolments include: 13 SCBS; 1 other SCU school.

The [REDACTED] people who responded to the initial contact but did not go on to apply were 'hot sales leads'. The technology deployed to send the eDM did not have the capabilities to enable follow-up of these leads. This was rectified [REDACTED]

[REDACTED]. This enhancement was purchased at a cost of \$11,212. The CRM enhancement has been used to design a follow-up campaign that involved [REDACTED]

[REDACTED] The results of this activity will be available after the Tri C, 2012 census date. Early indications are that the majority of people interested in the offer were captured in Tri A. A key understanding from this activity is the variation in timeframes in a prospective student's decision to undertake study which is informing the timing of advertising.

Conclusion

The decision to undertake tertiary studies is complex requiring prospective students to source and digest a significant amount of information. [REDACTED]

[REDACTED] Initiatives included upgrading the CRM, addressing the short falls of the data capture forms and providing training to up-skill staff. Activity conducted during 2012 has increased the University's capacity for enquiry follow-up for the S1 2013 recruitment period and results of this activity will be reviewed post S1 2013 census date.

Appendix 1

Sales report to the School of Tourism and Hospitality Management

[REDACTED]

Period: September 2011 – July 2012

Approach

Since commencing in the role of Corporate Student Recruitment Officer for the School of Tourism and Hospitality in September 2011, I have [REDACTED]

[REDACTED]

Providing a personalised service approach to corporate recruitment, the role is helping to foster strong relationships with the key people in the tourism industry. These relationships will provide ongoing opportunities for the School to increase enrolments, create new internship opportunities and identify potential scholarship donors.

Attachment 1 maps the relationship sales approach.

Activities

Major activities related to the role and undertaken to date include:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Recruitment outcomes

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Potential Enrolments

Of the organisations that I have met with to date, I believe that the following have the greatest potential to yield significant student enrolments over the next six months:

- [REDACTED]

Other Outcomes

Other outcomes as a result of sales activities that have yielded opportunities include:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Market Intelligence, Observations & Feedback

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

- [REDACTED]

Obstacles & Challenges

- [REDACTED]
- The tourism industry remains challenging, particularly for leisure destinations and at some organisations, learning and development budgets have been reduced.
- The significant lead time with the majority of organisations, from the initial contact phase to actually confirming business.
- The Queensland tourism industry still views SCU as a regional NSW university and there is a general lack of awareness of the Gold Coast campus.

Opportunities & Recommendations

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED] ent.

Upcoming Activities

- [REDACTED]
- [REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

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Southern Cross
University

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[Redacted]

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Confidential Briefing to Vice Chancellor's Executive Committee

From: Helen Hughes Executive Director Community & Corporate Relations

Date: 1.5.13

Title: Future Students Team

1. Purpose

This document proposes the creation of a Future Students Team whose objectives will be to:

- Maximise conversion of domestic enquiries to application; and offers to enrolment
- Provide timely, accurate and professional advice to prospective enquirers and deal with all enquiries to finality
- Follow clear business processes to reduce the volume of internal referral
- To progress management of the student experience at SCU within the concept of a student lifecycle

2. Issue

In an open student recruitment environment, a critical need has been identified [REDACTED]

[REDACTED]

[REDACTED]

An enquiry management project between Marketing and Recruitment and Student Services was conducted to improve enquiry capture and follow-up of enquiries in the six months leading into session 1 2013. The conversion rate of enquirer to application associated with [REDACTED]

[REDACTED]

3. Background

Prospective student enquiries and conversion activities are currently administered through a number of channels across the University. Areas involved include Student Services; Marketing; and the academic Schools. On average, there are approximately [REDACTED] unique domestic prospective enquirers annually. Only approximately [REDACTED] are administered through Client

Services (the Contact Centre) within Student Services with the majority dealt with by academic Schools, with many of these enquiries referred on to the Schools by the Contact Centre.

Prospective student enquiries typically enter via two points, [REDACTED].

Between 2010 and 2012, the top five resolution points for prospective student enquiries were:



Source: CRM Data: 2010-2012

Enquiries from prospective students involve:

- Fee Information
- Course Structure
- Accommodation
- Unit Information
- Scholarships
- Financial Support
- Session Information
- Textbooks
- Living costs
- Eligibility to Defer HECS

Enquiries also involve advanced standing.

It is clear that -

- Prospective students seek diverse information to inform choice, and
- Enquiries are resolved by varying work groups, and the dispersion of enquiry handling has increased over time
- An increasing number of enquiries are being resolved at the School level

[REDACTED]

Future Students Team Core Functions:

(a): Identify Prospect Streams and Capture Prospect Data

A Future Students Team would take carriage of identifying prospect streams and the capture of prospective student data on a regular and systematic basis for all levels of study. The key aim of this function is to record all prospects available in any admissions period; ensure the timely and accurate response to enquiries; maximise the number of enquirers to applicants; maximise the conversion of offers and acceptances. Potential prospect categories are illustrated below:



Note: Only the inbound enquiry stream is currently systematically captured and measured. It is data mined on an ad hoc basis. Other data is available through existing SCU systems and external organisations but is not currently captured.

(b): Classify Prospects into Meaningful Contact Groups



(c): Build Engagement Programs



(d): Prospective Enquiries

The management of prospective enquiries would fall to this team including the maintenance of enquiry tools and developing the FAQ section of the CRM and Future students' website.

(e): Conversion Activities

[REDACTED]

4. Options

Option A – Future Student Team

It is proposed that a Future Students Team be established from existing staff within Student Services and Student Liaison Officers (SLOs) in the academic Schools who currently deal with high prospect enquiry traffic and therefore, have high levels of expertise. The Future Students Team would be located in The Contact Centre in Student Services, reporting through to Marketing and Recruitment.

[REDACTED]

It is proposed that the Future Students team would report through a Team Leader to be identified via Expression of Interest within the Team. In the set-up phase, [REDACTED] within Student Services would work with the group to establish business processes. It is envisaged this set-up phase would require six weeks of [REDACTED] time.

The movement of two staff from the Client Services team in Student Services to the Future Students team would require immediate back-fill of these roles to ensure service provision is upheld for current student client service activities [REDACTED].

The cost (including on costs) is calculated at –

2 x [REDACTED]	[REDACTED]	Existing Schools-based SLOs
2 x [REDACTED]	[REDACTED]	Existing Schools-based SLOs
2 x [REDACTED]	[REDACTED]	Existing Contact Centre
Casuals (out of hours)	[REDACTED]	New
NSIs	[REDACTED]	New
Conversion officer	[REDACTED]	Existing M & R
Casuals	[REDACTED]	Existing M & R
NSIs	[REDACTED]	Existing M & R
Total Future Students	[REDACTED]	

The Future Students team is comprised of existing resources except for the additional ask for NSIs and casuals of [REDACTED] for the Future Students Team for out of hours enquiry follow-up. There

would also be some minor works in Student Services to accommodate this team open plan. The two [REDACTED] staff members who move from the Contact Centre to the Future Students Team would also be required to be back-filled. These positions would also be filled from existing Student Liaison Officers.

Option B Future Student and Current Students Team

In addition to the creation of the Future Students team and back-fill of two staff in Student Services, a significant body of new retention work and admission follow-up will require the establishment of a Current Students Team. In addition to handling existing current student enquiries, work to be carried out in this team including:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

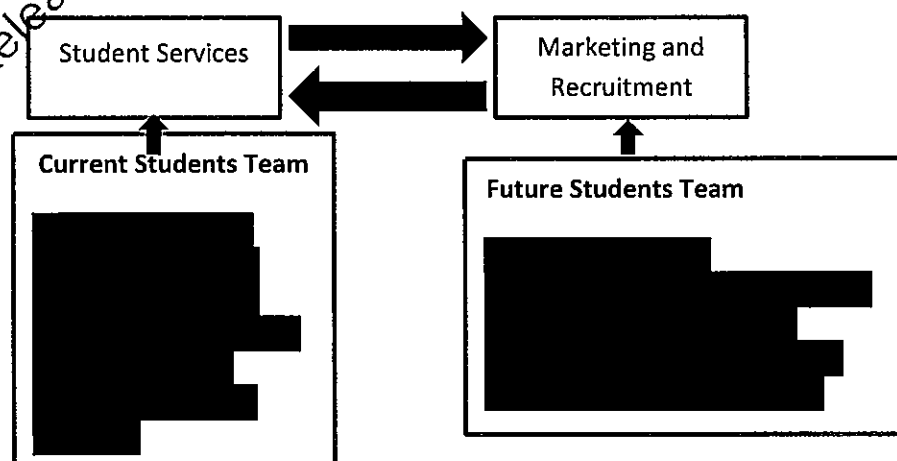
The Current Student Team would also engage applicants with "Orientation and Induction" activities to ensure a supported transition into University life. This would leverage off the work already completed through the First Year at SCU project.

To create the Current Students Team, the Expression of Interest would also seek four staff from the current School-based SLOs to create this capacity in the Client Services team.

[REDACTED]

There are no additional costs to this model to those outlined in Option A. All staff within this team are existing either within Student Services or across the SLOs.

The recommended team structures between the Current Student Team and the Future Students Teams is represented as follows:



5. Recommendation/Recommended Action

Option B.

6. Implementation

VCEC Concept Endorsement:	8 May 2013
DVC/Head of School Communication:	by 13 May 2013
Joint Consultative Forum:	by 7 June 2013
Consultation Period:	by 21 June 2013
Change Endorsement:	by 5 June 2013
Expressions of Interest Period:	7-15 July 2013
Implementation:	15 July 2013

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Confidential Briefing to Vice Chancellor's Executive Committee

From: Student Success Project, Office PVC (Academic)
Date: 16th May, 2013
Title: Student Retention – Early Engagement

1. Purpose

To update Executive on the Early Engagement call out campaign run by the Student Success Project.

2. Issue

na

3. Background

The Early Engagement call out campaign was presented to Executive as part of the paper on retention activities in March, 2013. Further analysis of the results to date has been provided in the attached document.

4. Options

na

5. Recommendation/Recommended Action

na

6. Implementation

As per recommendations in the attached document the Student Success Project Officer will repeat the campaign for Session 2 and analyse the ongoing success of students contacted in Session 1 to inform the direction of future campaigns.

Confidential Briefing to Vice Chancellor's Executive Committee

From: Helen Hughes, Executive Director, Community & Corporate Relations;
[REDACTED];
Date: March, 2014
Title: Forming the Future Students Team

Purpose

This paper provides an update on the formation and development of the Future Students Team and sets out current and planned activities for which the team will be responsible.

1. Issue

The Future Students team was formally established on 1 March 2014 supporting Goal 4 of the 2011-2015 Strategic Plan and the strategy to "actively pursue sustainable growth". The Future Students Team will contribute to commencing load by improving conversion rates on two fronts:

1. Converting more enquirers to applicants
2. Converting more offers to enrolments

2. Background

During the Session 1 2014 intake, although staff had been recruited, the Client Services Unit remained integrated with all enquiries, from both current and future students, coming into Client Services via the toll free number 1800 626481. As a result of changes occurring within the SLO group, Academic Schools were also encouraged to direct enquiries to Client Services. This period provided an opportunity to gain a detailed understanding of the current processes and the potential for change.

[REDACTED]. During January and February 2014, more than [REDACTED] phone calls were received by Client Services. The majority of calls related to [REDACTED].

Overall during the most recent recruitment period the average call wait time was [REDACTED] minutes. The average turnaround time of an email enquiry was [REDACTED]. During peak periods however phone wait times could extend, worst case, to [REDACTED]. During peak periods email enquiry response times extended to [REDACTED]. Phone and email enquiries were dealt with sequentially irrespective of whether they were current or future students.

From 1 March 2014 the Client Services Unit was separated with current student enquiries handled by Student Experience Team staff and prospective enquirers dealt with by the Future Students Team. Due to the external visibility of the number, the Future Students Team retained the 1800 626481 toll free number with current students assigned a new 1800 number.

The Future Students Team is comprised [REDACTED]

Opportunities to improve commencing load include – session 1 commencing students enrolling in sessions 2 and/or 3 2014; new commencing students enrolling in sessions 2 and/or 3 2014; students commencing in session 3 for those courses which offer session 3 as an entry point (tourism and business via distance education).

The next advertising campaign is in support of session 2 2014, with advertising commencing from April 1. [REDACTED]

For this recruitment period the Future Students Team will implement –

- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

a. Enquiry Conversion

The goal is for members of the Future Students Team to deal with enquiries to finality, therefore building team members' knowledge is an immediate priority. The knowledge areas are defined in Table 1. Where an enquiry cannot be dealt with to finality by a member of the team, 'go to' people in the Academic Schools will be identified and the enquiry case managed so that the Future Students team member can retain responsibility for resolving the enquiry. Where possible, contact details of leads will be captured and recorded in the CRM. Within designated time periods, each appropriate lead will be followed up beyond initial enquiry management – either by phone, email or text - with the aim of engaging with enquirers and establishing positive relationships that will inspire them to study at SCU.

b. Offer Conversion

The Future Students Team will continue to run coordinated campaigns during peak recruitment periods targeting those students who have been offered but not yet accepted or are admitted but not yet enrolled. In addition to these campaigns, new activities that target specific cohorts of prospective students will be introduced.

c. Key Elements of the Future Students Team Development

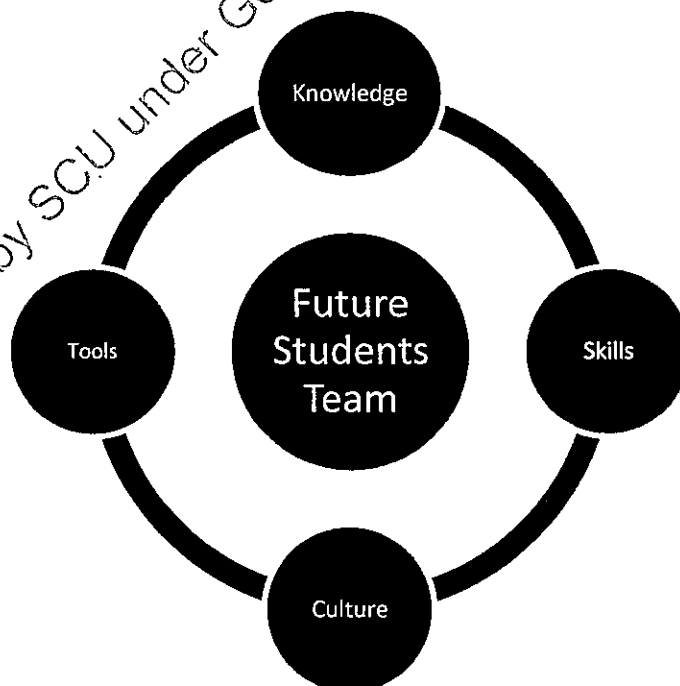


Table 1:

	Factors	Next Steps
Knowledge	[REDACTED]	[REDACTED] [REDACTED]
Skills	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
Culture	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]
Tools	[REDACTED]	[REDACTED] [REDACTED]

d. Future Developments

Workshops are being planned for the Future Students Team to develop skills sales and customer service. Session 2 experiences and outcomes will inform Future Students Team activity in support of sessions 3 2014 and 1 2015.

The Future Students Team will work closely with other Marketing and Recruitment staff to design seamless lead handling processes and identify strategies to increase lead generation, capture and engagement to maximise conversion of enquirers to applicants. The Future Students Team will work collaboratively with the Student Experience Team and the Student Engagement and Retention Team to provide seamless integration for new students.

The new CRM, with an anticipated go live date of 4 August, provides enhanced capacity for lead capture. It is mobile friendly which means Student Recruitment Officers in the field at secondary schools and expos will be better equipped to capture leads for follow up by the Future Students Team. The contact details of prospective students on campus for campus tours, attendance at expos and discipline-specific events under the Inspiring Schools framework and via the U & Your Future SCU website will be captured for ongoing engagement.

The SCU website is a key tool for enquiry management. Building Frequently Asked Questions to encourage self-help is a longer term goal. The new CRM and new website will provide significant opportunities to enhance self-help capacity.

3. Recommendation/Recommended Action

VC Executive notes the update on the current and planned activities of the Future Students Team. A further report will be provided after session 2 2014.

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SOUTHERN CROSS UNIVERSITY Session Two 2014 - Final Media Plan		Released by SCU under Government Information (Public) Act 2009																	
Activity	March					April					May				June				
	2	9	16	23	30	6	13	20	27	4	11	18	25	1	8	15	22	29	
									</										

Appendix 2 - Future Students Team Current Engagement Activity

Enquiry to Application:

[Redacted content]

Offer to Enrolment:

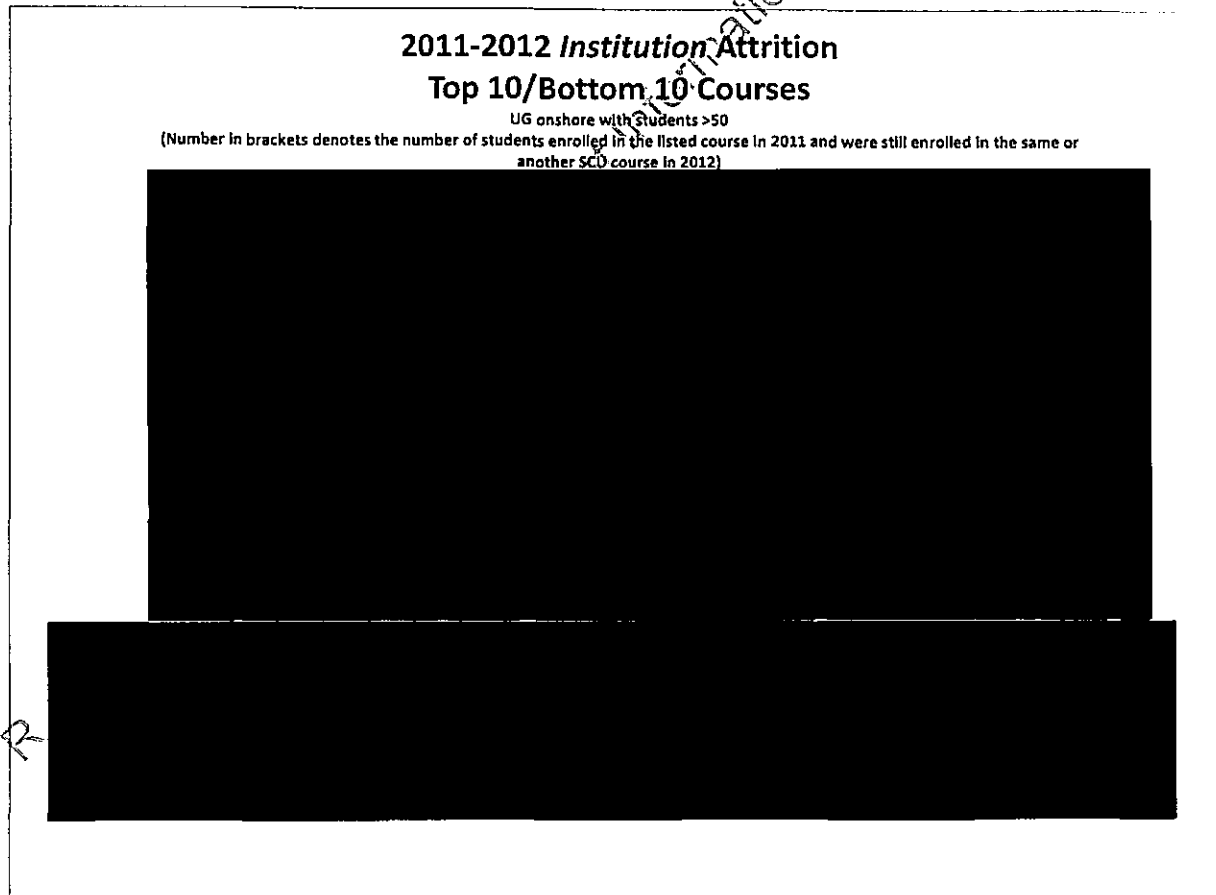
[Redacted content]

Student Retention Strategies 2013: Initial Overview

The Student Success Project within the Office of the Pro Vice Chancellor (Academic) was established to assist in the improvement of the student experience and student retention across the institution. The project is currently engaging with academic and support staff to assess current retention activity for success, best practise and the efficient use of resources. Once identified, these activities will be expanded and embedded across the university ensuring a coordinated institutional plan aligned with SCU strategy. The Project is working closely with the Student Centred Systems (Student Success & Retention) Project to ensure the validity and availability of data will inform future strategies and activities.

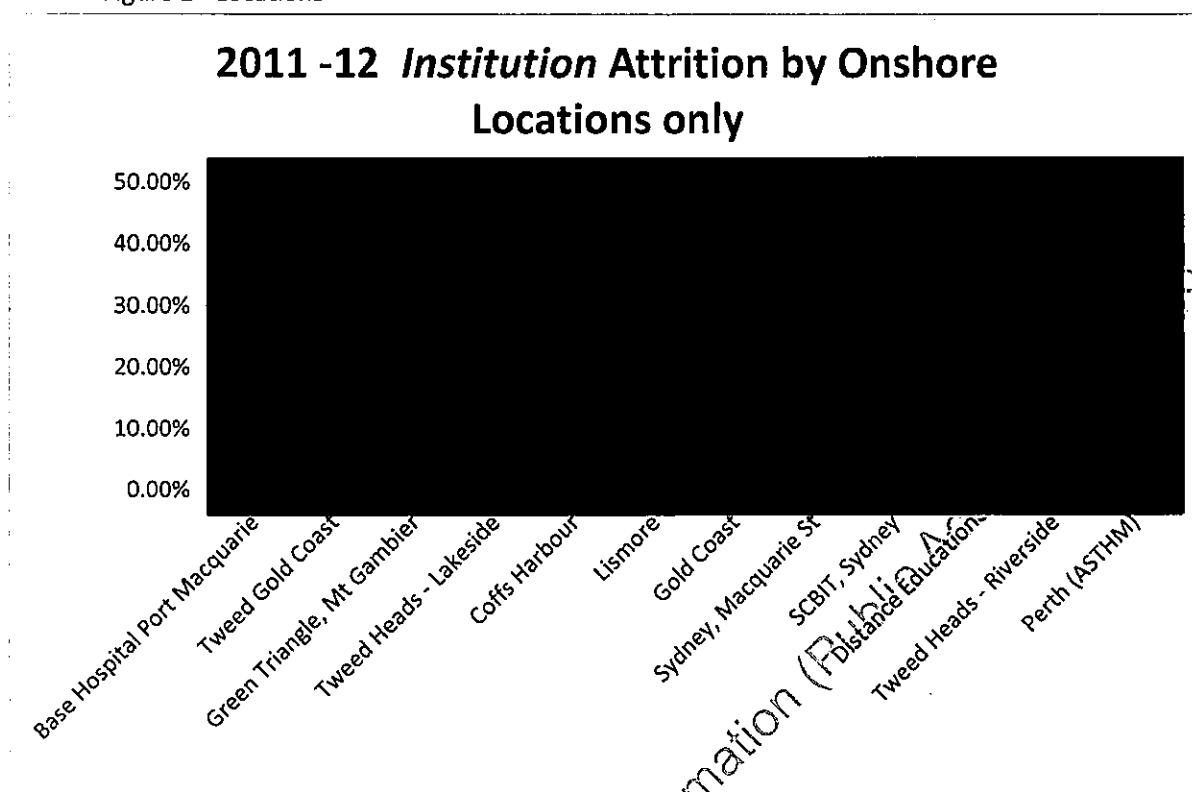
This paper gives a brief overview of Institutional Attrition by best and worst performing courses, by location and by mode of study (See Figures 1-3). Table 1 identifies, in draft, current activity being undertaken within the academic schools. Table 2 outlines other activities mainly focused on 1st year students that have been identified. The paper concludes with an overview of possible short, medium and longer term strategies which the Student Success Project will explore.

Figure 1 –Top 10 and Bottom 10 Courses



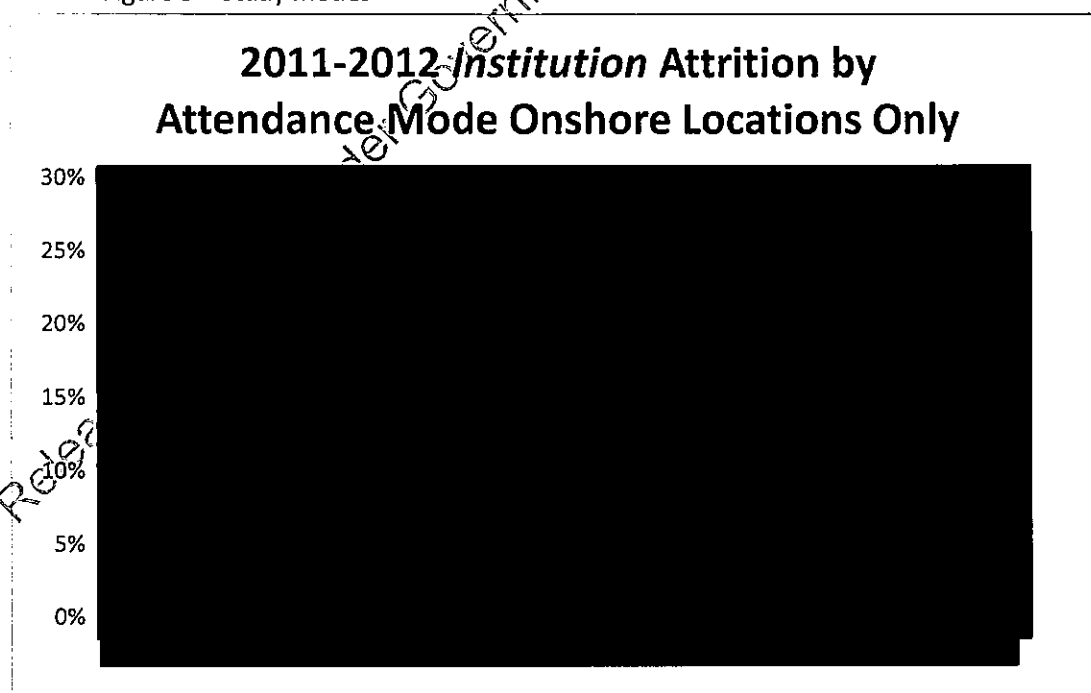
Source: MIS Institution Attrition

Figure 2 - Locations



Students will be reported under a location if they are admitted to the course at that location regardless of if they are studying Internally, Externally or by Multi-Modal.

Figure 3 – Study Modes



Source for Figure 2 & 3: MIS Institution Attrition (Lapse Uni Count (after 1 yr)) for all undergraduate courses, all students, onshore locations only.

of current 1st year activities across Schools

Table 1 – School activity

Public Access

activities at the school
activities which may be
to submission of the

Table 2 - Other current activities worth noting, focused on 1st year students, not included in Table 1.

- First year core unit (Written Communication) includes a MySCU orientation and academic skill development (SASS)
- Introduction of PASS units for Session 2 (Education)
- Additional academic support provided for students who need to develop Maths and Chemistry knowledge and skills (H&HS)
- Developing a *Surviving Law* website aimed at 1st year students (Law)
- Launched *Law Lounge* for Session 1 – an online gateway for first year students to create and manage study groups (Law)
- Blanket approval to re-sit failed exams in Session 1 (SCBS)
- Students lacking Literacy or Numeracy skills are encouraged to enrol in relevant SCU College units (SCBS)
- At risk students are contacted at the end of each study period (based on GPA) who under-performed but don't get picked up in the Must Get Help process (SCBS) (other schools by varying degrees)
- 1st year focus groups are conducted to collect detailed feedback (SCBS)
- Communication unit includes a MySCU treasure hunt (Tourism)
- First year core unit (Tourism Theories & Practices) includes essay writing and research skills development (Tourism)
- Ongoing communication to all tourism students from the Internship team regarding jobs, placements, career markets, internship opportunities, etc... (Tourism)
- Release of new MIS Cube to report on recent and current attrition data without having to wait for DEEWR submission to be finalised for subsequent year
- Development of an SCU Student Life Cycle Touchpoint document
- Project researching the impact of stress on the student experience
- Alignment with Student Centred Systems project with the development of the Dashboard and student pulse concept.

Short term strategies – Session One 2013

1. First year student [REDACTED] campaigns:

Early Engagement. [REDACTED]

[REDACTED]

a. *Distance Education students.* [REDACTED]

[REDACTED]

[REDACTED]

2. All student phone call campaigns:

To increase the likelihood of reaching the 2013 funded target it is suggested that the following call campaigns be considered:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Medium term strategies – Session Two 2013

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

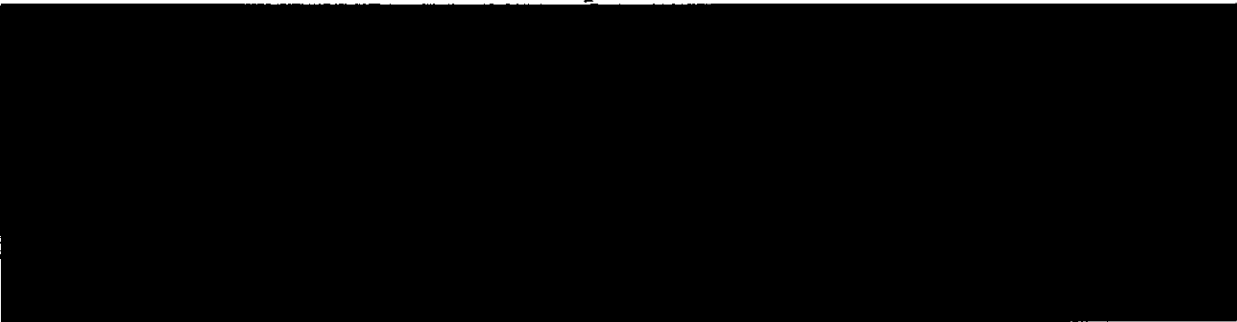
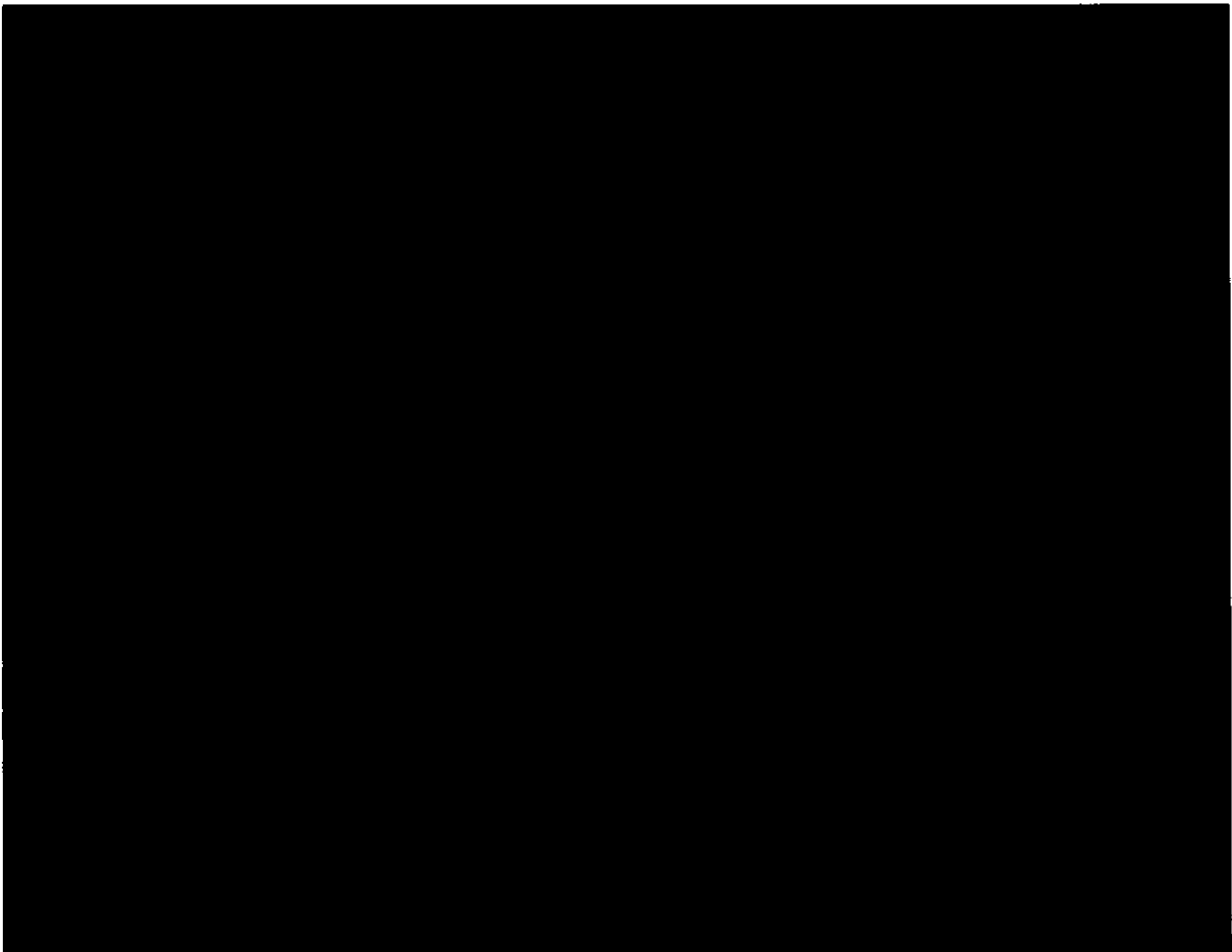
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Long term strategies – 2014 and beyond

Further strategies for improving student retention may include:

[Redacted]



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Early Engagement Call Campaign

An Early Engagement Call Campaign was conducted by the PVC-Academic Office with support from the DVC's office. This campaign focused on two groups of commencing students: "Non-engaged Students" - those who had not accessed MySCU at all or since the 1st week of Session One; "Late Starters" - those who started late by being admitted to their course in the first two weeks of Session One. The following report of campaign outcomes has been split between these two groups as the behaviours and issues are distinctly different.

The percentage of students who couldn't be contacted by phone was [REDACTED]. Previous SCU call campaigns conducted over longer periods (weeks or months) generally experience a non-contact rate of between [REDACTED] as there is more time to make subsequent calls. Considering this campaign ran for only a week these percentages are to be expected and within normal tolerances.

The campaign ran from 5-11 March (Week 3). With Census Date for Session One being Monday 11 March. This gave students some time to reduce their load without incurring a HECS debt.

Non-engaged Students

The campaign consisted of [REDACTED] commencing students who have never accessed MySCU and [REDACTED] commencing students who hadn't logged into MySCU since the end of Week 1. Many of the second group had not logged into MySCU since January. No International students were contacted as part of the campaign as they had all logged into MySCU since Week 1.

The purpose of the campaign was two pronged: to ensure students had all the information they needed to commence their studies; and to gain a better understanding as to why they had not participated by Week 3 in the study period.

The response from students was overwhelmingly positive about receiving a call from Southern Cross University. Many commented on the fabulous support and felt they belonged to an organisation that cared. When asked if they found the call useful, over 80% gave a rating of 5 (or higher) out of 5. Only one student questioned why he received the call.

Campaign Outcomes		
	Total of Campaign	
	Progressing with no issues	Continuing with study, no clear issue was recorded during the call
	Progressing with some issues	Continuing with study; issues categorised below
	Enrolling in subsequent Study Period	
	Continuing students	Previously enrolled at SCU
	Deferring	Deferring for 12 months (6 indicated due to work commitments)
	Withdrawing from course	See below for details
	No contact	No contact after 2-3 attempts! An email was sent to both personal and SCU email addresses if available

Progressing with some issues		
	Total students progressing with some issues	
	Overwhelmed/Unaware/Confused	Start dates, what MySCU is, email address
	Technical	Access to computer/internet, passwords
	Family/Personal	
	Health	
	Work Commitments	
	Academic	Dealing with school staff
	Administrative	Advanced Standing
	Late Enrolment	Late unit enrolment
	Prison	
	Not specified	

A number of students had withdrawn just prior to receiving the phone call, whilst others were planning on withdrawing but were not aware of the Census Date and as a result of the phone call subsequently withdrew pre Census.

Withdrawing from Course - Reasons	
	Total of students who withdrew from course
	Transferring to another institution
	Transferring to another SCU course
	Work Commitments
	Personal
	Incorrectly Admitted
	Reason not specified

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There were [REDACTED]. This represents [REDACTED] of total students in the campaign or [REDACTED] of contacted students. We were able to measure this by [REDACTED].

Actions taken as a direct result of the call campaign

	Total of students directly impacted
	Deferred
	Withdrew from all units but remained admitted to the course
	Withdrew from the course
	Reduced load in Session 1
	Withdrew from Session 1 but remained enrolled in Session 2 and/or Session 3

This resulted in a reduction of [REDACTED] unit enrolments [REDACTED]. These students were not intending to study, and were likely to receive withdrawn without fail or fail grades for their First Session units had they not taken some action which was prompted by the call campaign. They certainly would have incurred a HECS-HELP liability for the [REDACTED] units. So as a result of this call campaign, [REDACTED] students will have no (or a reduced) HECS-HELP debt for Session 1, resulting in [REDACTED] EFTSL of pre census date attrition. If these students withdrew from their course post census then this would account for approximately [REDACTED] of DIISRE reported commencing student attrition.

Observations

- The majority of students contacted [REDACTED] were still intending to continue with their studies despite the fact that they had hardly commenced their workloads; with most of them deciding not to reduce their study load before census date. Many students did not give a specific or main reason why they were not engaging with their studies. Of those that did, various reasons were cited. The three most prominent issues were: *Overwhelmed/Unaware/Confused* 25%, *Technical* [REDACTED], *Family/Personal* [REDACTED]. Interestingly [REDACTED] of students in the *Overwhelmed* category or had *Technical* issues were from Low and Medium SES backgrounds.
- Technical* issues were mainly split between having trouble accessing their email or MySCU (usually password related), and no access to the internet (a few were impacted by the floods).
- Surprisingly only [REDACTED] of contacted students were progressing with no identified issue; the rest identified a major issue, deferred, withdrew or enrolled in a future study period.
- Of those who were progressing with some identified issue, [REDACTED] were in the categories of *Overwhelmed/Unaware/Confused* and *Technical*. This call campaign was able to provide support for both of these categories and in many cases potentially solved the issue.

- e. During the analysis of the campaign outcomes, it was identified that students who accept their offer and enrol into units immediately upon receiving the offer do not get picked up in the Marketing call campaigns conducted throughout much of the year, and therefore may not be contacted by SCU prior to their first study period. If the student enrolls months in advance of the study period, it is likely they will not be very cognisant of start dates, important documents and web sites, passwords and perhaps even forget they enrolled. It is likely that these students would be more engaged in their studies had they been included in a call campaign prior to the study period.

Recommendations – Early Engagement

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Late Starters

In addition to the [REDACTED] Non-engaged students, there were another [REDACTED] students who were contacted as a separate part of the campaign. These students were *admitted* to their course during the first two weeks of Session One (18 February – 1 March) and as such were identified as *at risk* students.

Campaign Outcomes		
[REDACTED]	Total of Campaign	
[REDACTED]	Progressing with no issues	Continuing with study, no clear issue was recorded during the call
[REDACTED]	Progressing with some issues	Continuing with study; issues categorised below
[REDACTED]	Enrolling in subsequent Study Period	
[REDACTED]	Continuing students	Previously enrolled at SCU
[REDACTED]	Deferring	Deferring for 12 months
[REDACTED]	Withdrawing from course	
[REDACTED]	No contact	No contact after 2-3 attempts. An email was sent to both personal and SCU email addresses if available

Progressing with some issues		
[REDACTED]	Total students progressing with some issues	
[REDACTED]	Not specified	
[REDACTED]	Work Commitments	
[REDACTED]	Overwhelmed/Unaware/Confused	Start dates, what MySCU is, email address
[REDACTED]	Late Enrolment	Late unit enrolment due to late offer
[REDACTED]	Academic	Dealing with school staff
[REDACTED]	Family/Personal	
[REDACTED]	Technical	Access to computer, internet, passwords
[REDACTED]	Feeling Isolated	
[REDACTED]	Administrative	Advanced Standing
[REDACTED]	Health	

Application Submission Date	
Prior to 31 Dec 2012	18
1 Jan to 8 Feb 2013	21
9 – 27 Feb 2013	100

Observations – Late Starters

- a. 72% of the Late Starters actually applied after the 8 February when closing dates for Session One applications were extended. It is likely that these students were aware of the starting dates and the need to commence studies and thus increasing the percentage of students *Progressing with no issues* when compared to the Non-engaged group.
- b. Many of these Late Starters were contacted as part of the Accept and Enrol Support campaign which may account for the low rate of students progressing who had *Technical* issues which would have been sorted as part of that campaign.
- c. The number of students who indicated they were progressing with some issues is probably too small (36) to make any real conclusions especially as the issues were quite spread across the categories.

Recommendations

[REDACTED]

Campaign Costs

Costs were resourced from the HEPPP funded PVC-A Student Success project budget.

Wages \$2560.22

Calls \$293.43 [REDACTED] – Calls made from the Student Centre
\$tbc – Calls made by [REDACTED] and [REDACTED]

Total \$tbc approximately \$3060 (doesn't including time spent setting up and co-ordinating the campaign)

Peter Barnard

Student Success Project Officer

Office of the Pro Vice Chancellor (Academic)

April 2013

SOUTHERN CROSS UNIVERSITY**COUNCIL**

Minutes of the meeting (5/2011) held at 2.00 pm on Friday 16 September 2011 at Invercauld House Conference Centre, Lismore.

Other Matters***DEEWR Funded Load & Enrolments***

Enrolments of Commonwealth supported students is 30 EFTSL lower than the 2011 Budget load target. It is generally considered that the 2011 budget target will be achieved. This is a strong position going forward to 2012. Early indications in what will be the first year in the unregulated market, suggest that 1st and 2nd preferences are strong. It is hoped that future growth initiatives this year will attract further enrolments. The Community and Corporate Relations Office with Student Services will continue monitor enrolments in this new market regime and report anything untoward concerning enrolments.

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SOUTHERN CROSS UNIVERSITY**COUNCIL**

Minutes of the meeting (3/2011) held at 2.00 pm on Friday 3 June 2011 held in Room A.1.27, Coffs Harbour Campus.

3. Student Load

The Vice Chancellor provided an update on student enrolments to Council. The figures show enrollments are marginally higher than for the same period last year.

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COUNCIL MINUTES

Minutes: Council Meeting (1/2012)
Held: 10.00 am, Friday 17 February 2012
Location: A1.29 Multifunction Room, Beachside Campus

Other Issues

2012 Deregulated Market

The Vice Chancellor discussed the deregulated volume market in 2012, advising that Southern Cross University is currently 400 EFTSL above target load for this period. Commencing and continuing loads have also increased.

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COUNCIL MINUTES

Minutes: Council Meeting (5/2012)
Held: 2.00 pm, Friday 14 September 2012
Location: Andrew Rogers Board Room, Invercauld House, Lismore.

***PART C – VICE CHANCELLOR'S REPORT** (as detailed in the Council Agenda Papers):

The Vice Chancellor provided a verbal financial update to Council, advising that SCU had already achieved 96% of Commonwealth Loan budget for 2012 with Session 3 figures still to be finalised. International offshore figures are on track with 2012 however, international onshore figures have decreased compared with the same time last year.

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CONFIDENTIAL COUNCIL MINUTES

Minutes: Council Meeting (1/2013)
 Held: 11.30 am (QLD), Friday 15 February 2013
 Location: Meeting Room B6.25, Gold Coast Campus.

Enrolment Numbers

Council was advised that the University's budget was formulated on an increase of 480 commonwealth grant scheme EFTSL. In formulating the target, historic data was considered and academic Schools consulted.

The Vice Chancellor advised that current actuals suggested the University is likely to fall short of its projected target. While it was early in the year current estimates suggest the shortfall could be as great as 300 EFTSL, equating to a \$4.8 million shortfall. As a result, cost centres have been asked to trim overheads by 2% and Schools have been advised that the 3% retention fund will no longer be distributed if they reach their load target, unless the overall University enrolment improves. Council was advised that this would be difficult for those units which have already taken a 6% cut.

Council Members were advised that the Vice Chancellor's Executive Committee will now be reviewing all staff appointments and all travel (excluding that which is funded from external grants) prior to its approval.

The Vice Chancellor stated that although the commencing load has actually improved, the Pro Vice Chancellor (Academic) is looking at various ways to improve retention as there has been a marked decline in returning students. To combat this, Schools are now contacting students direct to encourage re-enrolment.

Prof A McAuley advised that a HEPP funded position has been created within his portfolio to review student attrition and look at what is currently done across the university with a view to sharing best practice. This position will also investigate why students may potentially leave. A 'dashboard' of the academic health of a student over 12 months is also being created in order to provide course coordinators with enough data to follow up on students at risk. This system will also be provided to students to allow them to see how they are progressing.

Mr A Matis suggested mobilising SCU's Alumni to provide assistance in a mentoring capacity for new students.

The Vice Chancellor advised that a 3% contraction in enrolments experienced by Griffith University is a good indication that the SCU Gold Coast Campus is having an impact. Council was advised that SCU is doing well on high value clusters, which helps the budget, but not the student numbers. Engineering now has 27 enrolments with three more to come and it is encouraging that 16% of these are female.

Prof W MacGillivray advised that the downturn being experienced by Business, Arts and Social Sciences and Education is being examined closely. Council was advised that SCU's Associate Degree of Business's ATAR is 45. Prof MacGillivray stated that competitor institutions were reportedly accepting students with that ATAR so this would be attributing to the situation for that degree.

Council was advised that due to the University's growing presence in Queensland, the Vice Chancellor had been working to increase SCU's profile in Queensland Government circles.

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COUNCIL MINUTES

Minutes: Council Meeting (3/2013)
Held: 11.00 am, Friday 7 June 2013
Location: The Andrew Rogers Room, Invercauld Conference Centre, Lismore

Preliminary Enrolment Numbers 2013

Council was advised that as at 3 June 2013 the Commonwealth Grant Supported (CGS) load was 150 EFTSL higher than at the same time last year, and the estimated shortfall of 300 EFTSL to target looks like being slightly better than first anticipated.

The Deputy Vice Chancellor advised that the mid-year enrolment may slightly improve the shortfall with an additional 90 EFTSL versus last year.

Council was advised that all fee type places are about the same with the exception of international off shore which is down about 144 EFTSL. The Deputy Vice Chancellor advised that overall domestic enrolments are down by 60 EFTSL versus 2012. Lismore is down by 40 EFTSL, Coffs Harbour is down by 85 EFTSL and the Gold Coast is up by 250 EFTSL.

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CONFIDENTIAL COUNCIL MINUTES

Minutes: Council Meeting (4/2013)
Held: 12.30 pm, Friday 2 August 2013
Location: The Andrew Rogers Room, Invercauld Conference Centre, Lismore

Council was advised that as expected, the University will not meet its Commonwealth load target and will fall short by approximately 400 EFTSL. The Vice Chancellor advised that although commencing enrolments have increased by 12%, this has been offset by a similar sized decrease in the continuing student load. International on and off-shore student numbers have also declined.

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COUNCIL MINUTES

Minutes: Council Meeting (5/2013)
Held: 1.00 pm, Friday 13 September 2013
Location: The Andrew Rogers Room, Invercauld Conference Centre, Lismore

Student Transfers to SCU

In response to a question from Council at a previous meeting the Vice Chancellor advised that the number of students transferring to SCU was approximately 300; however this data includes SCU students who have withdrawn with an incomplete degree and then reapplied. The student system is also unable to isolate the number of students who continue in courses that change name. It is estimated that the number of students transferring to SCU can equate to approximately 10% of the total admitted load.

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COUNCIL MINUTES

Minutes: Council Meeting (6/2013)
Held: 11.00 am, Friday 8 November 2013
Location: Room A1.37, Coffs Harbour Campus

- **Goal Four:** Although Commonwealth Grant Scheme load has failed to achieve its targets in the last two years, total load has grown by around 6.25% over that period. Fee paying load has shown a marked decline but there are good indicators that domestic fee paying postgraduate coursework and international student enrolments are returning to growth.

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COUNCIL MINUTES

Minutes: Council Meeting (1/2014)
 Held: 11.00 am, Friday 14 February 2014
 Location: Room B6.25, Gold Coast Campus

Load

Data on 2014 student enrolments, both commencing and continuing, is being closely monitored. Although this data is volatile and prone to change up until census date (24 March), the best estimate is that SCU will meet its target load against budget. A possible shortfall in Commonwealth Grant Supported (CGS) load is likely to be balanced by increases in international on-shore students. The recovery in international student numbers appears to be the result of changes in the University's internal processes as well as external factors. SCU has rejuvenated its international marketing strategies, restructured teams in the International Office and re-visited its agency networks in source countries. The falling value of the Australian dollar and the cessation of poor publicity relating to overseas students in Australia is also likely to have assisted.

Enrolments at the new Sydney Campus are in line with expectations and are anticipated to rise throughout 2014. Income from these enrolments has not been included in the 2014 Budget.

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CONFIDENTIAL COUNCIL MINUTES

Minutes: Council Meeting (2/2014)
Held: 11 am, Friday 4 April 2014
Location: Andrew Rogers Room, Invercauld House

The Vice Chancellor reported a \$3.9M unfavourable variance in the target load and attributed the variance to a shortfall in the higher earning clusters.

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22.1



SCU EIF APPLICATION
Cost Benefit Analysis
March 2012

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1. Overview

This document sets out the cost benefit analysis of the proposed Project Engineering and Science @SCU: Expanding Choice and Opportunities for Students in Regional NSW.

The Project consists of two interrelated infrastructure developments involving:

- **Stage 1 of the Science and Engineering Precinct** centred on refurbishing an existing library to provide core teaching and research infrastructure required for SCU's new Engineering, Science and Regional Planning Programs.
- **Development of the Lismore Learning Centre** to replace the library building. The new Learning Centre will become Lismore's campus heart and will facilitate a community activity zone that support interaction and creative learning.

The costs benefit analysis considers both the monetised and non-monetised benefits in addition to alternative options available. A summary of analysis is detailed below with further information set out in the following sections.

MONETISED COSTS	
Science Precinct (Western Precinct)	\$17,920,221
Lismore Learning Centre (Hub Precinct)	\$7,984,435
Other Construction Costs	\$12,005,000
Total Project Cost (Approximation)	\$37,910,000
MONETISED BENEFITS	
Cumulative Profits (at year 10 of operations)	\$11,372,034
Cumulative Cash Flows (at year 10 of operations)	\$13,971,113
NPV (after 10 years of operations)	\$32,482,776
Payback Period	7.40 years
Benefits as a result of construction	\$76,573,585
NON MONETISED BENEFITS	
There are significant non-monetised benefits to the Project. These benefits include participation, attainment, social inclusion, cultural, regional, educational and economic benefits. The construction phase alone will create 47 direct and 77 indirect jobs for the Greater Lismore community.	
ALTERNATIVE OPTIONS	
Two alternative options have been considered as part of the cost benefit analysis. Neither option was considered to provide the best implementation solution within SCU's constraints and timeframes. The alternatives did not address the following key factors of the project:	
■ Ensuring sufficient capacity to ensure the space demands of Engineering and other new courses are met. ■ Ensuring the Project aligns with SCU's Lismore Master Plan to provide a campus heart.	



2. Monetised Cost/Benefit Analysis

2.1 Costs Relating to the Project

The total cost of development is estimated at approximately \$38.0 million comprising construction works of \$17.9 million for Stage 1 of the Science Precinct and \$8.0 million for the Learning Centre. A summary of the estimated project cost, provided by Sinclair Knight Merz (SKM) is set out below.

	SPACE (m ²)	RATE (\$/m ²)	COST (\$)
CONSTRUCTION WORKS			
Hub Precinct			
Library - New Building	5,500	3,043	16,738,736
Siteworks			701,485
Site Services			480,000
Total Hub Precinct			17,920,221
Western Precinct			
Block A - Demolition for Refurbishment	4,100.00	88	361,597
Block A - Refurbishment	4,100.00	1,859	7,622,838
Total Western Precinct			7,984,435
Total Construction Works			25,905,000
CONTINGENCY			
Design Variable (at 10%)			2,591,000
Construction (at 5%)			1,425,000
Total Contingency			4,016,000
ESCALATION ALLOWANCES (Applied to Construction Works) (Rate 2.0% pa)			
Escalation during Construction (12 Months)			Included
Escalation to Tender Acceptance (9 Months)			450,000
Total Escalation			450,000
FURNITURE FITTINGS AND EQUIPMENT			
Furniture, Fittings and Equipment			1,500,000
Total Furniture, Fittings and Equipment			1,500,000
OTHER ALLOWANCES			
Decanting/Relocation Costs/Temporary Accommodation			Excluded
Consultants Fees including all Subconsultants (at 10%)			3,188,000
Client Costs (at 1%)			351,000
Laboratory Equipment (as advised by SCU)			2,500,000
Total Other Allowances			6,039,000
ESTIMATED BUDGET COST			37,910,000



2.2 Benefits as a Result of the Project

2.2.1 Profit and Loss Projections

The Project is expected to significantly increase SCU income in the 10 years after operations commence in 2015. By the 2024 calendar year, income is estimated to reach ██████████.

Engineering will be a significant contributor to overall income from the project, raising more than half of the revenue each year. In 2024, engineering income alone is expected to be ██████████. Cumulative profit for the next 10 years after operations commence, to 2024 will reach ██████████, a ██████ recovery of the \$38.0 million infrastructure investment.

For the years ended 31 December	CALENDAR YEAR				
	2016	2018	2020	2022	2024
INCOME					
Engineering	████████	████████	████████	████████	████████
Science and Regional Planning	████████	████████	████████	████████	████████
Doctorate of Philosophy (Ph.D)	████████	████████	████████	████████	████████
Reduced Attrition	████████	████████	████████	████████	████████
TOTAL INCOME	████████	████████	████████	████████	████████
TOTAL DIRECT COSTS	████████	████████	████████	████████	████████
GROSS PROFIT	████████	████████	████████	████████	████████ ¹
Gross Margin %	████████	████████	████████	████████	████████
TOTAL INDIRECT COSTS	████████	████████	████████	████████	████████
Profit Margin %	████████	████████	████████	████████	████████
Cumulative Profit/(Loss)	████████	████████	████████	████████	████████

2.2.2 Cash Flow Projections

The Project is expected to significantly increase SCU cash flows after operations commence.

Annual net cash flows from operating activities will increase from approximately \$0.2 million in its first year of operations to \$1.8 million by the 2024 financial year. Cash flows will cumulate to \$14.0 million by 2024 from these cash flows alone.

For the years ending 31	CALENDAR YEAR				
	2016	2018	2020	2022	2024
Cash Flows from Operating Activities					
Cash receipts from customers	5,852,765	15,593,724	20,319,882	22,200,656	23,861,068
Cash paid to suppliers and employees	(4,945,590)	(13,999,297)	(18,719,550)	(20,525,977)	(22,072,249)
Net Cash Flow from Operating Activities	907,175	1,594,428	1,600,331	1,674,679	1,788,820
Net Cash Flow from Investing Activities	-	-	-	-	-
Net Cash Flow from Financing Activities	-	-	-	-	-
Net Cash Flow	907,175	1,594,428	1,600,331	1,674,679	1,788,820
Cash at Beginning of Period	186,672	2,314,551	5,563,632	8,786,092	12,182,294
Cash at End of Period	1,093,848	3,908,979	7,163,964	10,460,771	13,971,113



2.3 Net Present Value of Project

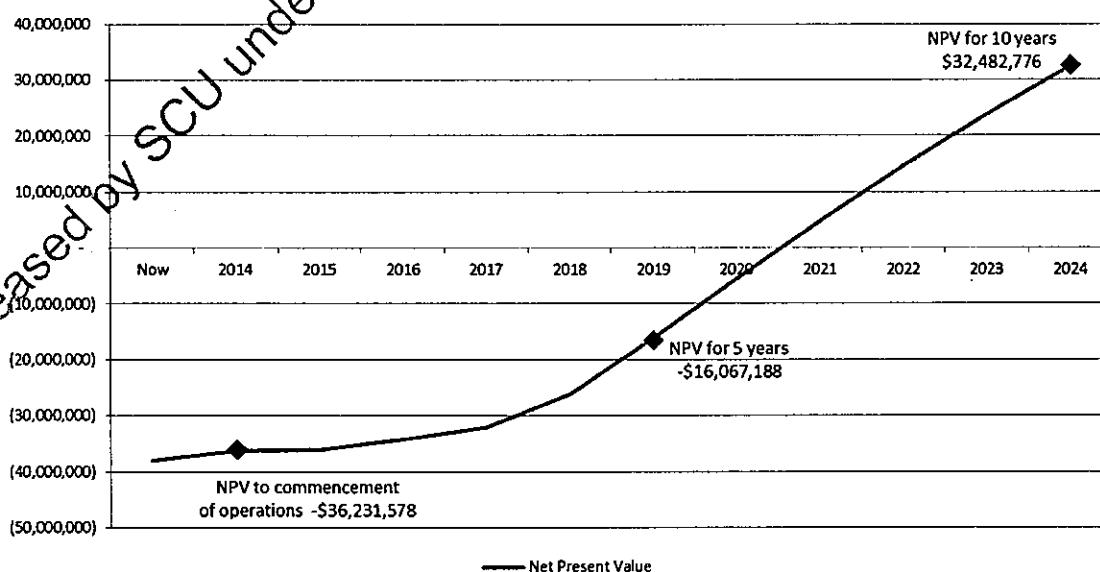
Based on the project's NPV analysis, the net present value of the Project is a positive \$32.5 million after 10 years of operation to the 2024 financial year.

The economic benefits from graduates have been monetised in the NPV calculation to ensure the full set of benefits is considered. It should be noted that without government funding and consequently these social benefits included, a positive NPV will not be achieved and SCU will not undertake the project.

For the period ending 31 December	CALENDAR YEAR				
	2016	2018	2020	2022	2024
OPERATIONAL BENEFITS					
Cash Flows from Operating Activities	907,175	1,594,428	1,600,331	1,674,679	1,788,820
Cash Flows from Investing Activities	-	-	-	-	-
Cash Flows from Financing Activities	-	-	-	-	-
Total Operational Benefits	907,175	1,594,428	1,600,331	1,674,679	1,788,820
ECONOMIC BENEFITS FROM GRADUATES					
Engineering	-	3,963,643	15,017,960	17,207,158	18,255,074
Science and Regional Planning	-	3,704,340	5,002,005	5,306,627	5,629,801
Doctorate of Philosophy (Ph.D)	-	-	604,110	1,121,575	1,359,862
Reduced Attrition	2,278,800	2,435,710	2,584,045	2,741,413	2,908,365
Total Economic Benefits from Graduates	2,278,800	10,103,894	23,208,120	26,376,774	28,153,103
Total Benefits	3,185,975	11,698,321	24,808,452	28,051,453	29,941,922
Discount Rate	10%				
Discounted Monetised Benefits	1,978,240	6,003,089	10,521,205	9,831,863	8,673,108
Net Present Value	(38,000,000)	(34,125,839)	(26,098,846)	(5,545,982)	14,604,551

Net Present Value

For 10 years of operation



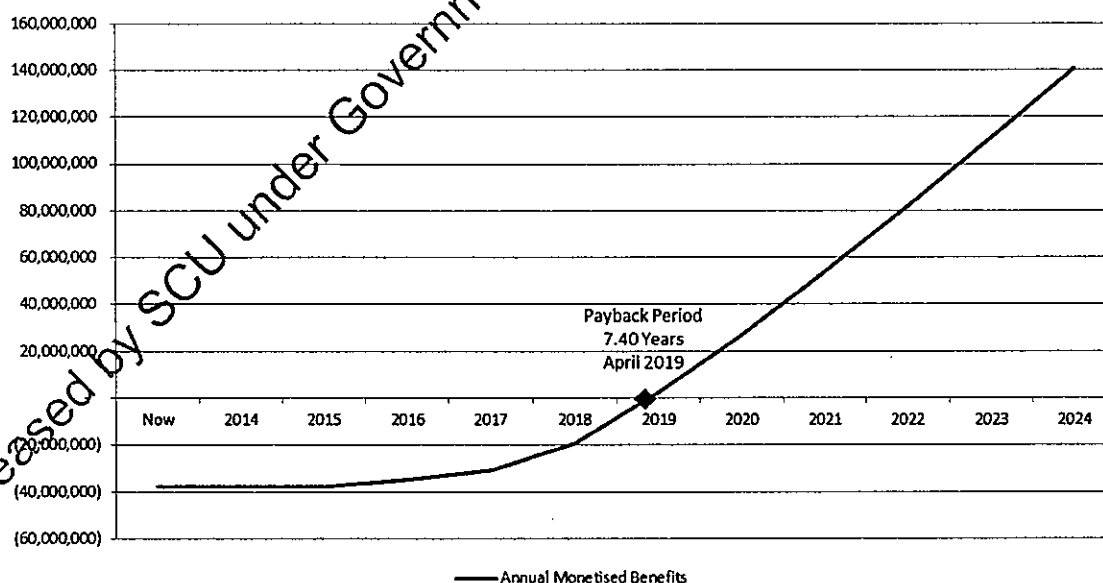
2.4 Payback Period

Based on the Project's payback period analysis, the project is expected to generate operational and economic benefits to cover its initial investment by April 2019. This is a payback period of approximately 7.40 years.

For the period ending 31 December	CALENDAR YEAR				
	2016	2018	2020	2022	2024
OPERATIONAL BENEFITS					
Cash Flows from Operating Activities	907,175	1,594,428	1,600,331	1,674,679	1,788,820
Cash Flows from Investing Activities	-	-	-	-	-
Cash Flows from Financing Activities	-	-	-	-	-
Total Operational Benefits	907,175	1,594,428	1,600,331	1,674,679	1,788,820
ECONOMIC BENEFITS FROM GRADUATES					
Engineering	-	3,963,643	15,017,960	17,207,158	18,255,074
Science and Regional Planning	-	3,704,540	5,002,005	5,306,627	5,629,801
Doctorate of Philosophy (Ph.D)	-	-	604,110	1,121,575	1,359,862
Reduced Attrition	2,278,800	2,435,710	2,584,045	2,741,413	2,908,365
Total Economic Benefits from Graduates	2,278,800	10,103,894	23,208,120	26,376,774	28,153,103
Total Benefits	3,185,975	11,698,321	24,808,452	28,051,453	29,941,922
Cumulative Benefits	(34,627,353)	(19,343,561)	26,968,641	81,784,066	140,615,590

Payback Period

Based on operational and economic benefits



2.1 Secondary Benefits

A secondary benefit as a result of the Project is the economic value created as part of the construction phase of the project. For a project undertaking \$38 million in infrastructure developments, an input-output analysis undertaken by SCU estimated \$76.6 million in economic value, created through 47 direct and 77 indirect jobs.

	Particulars
Construction Value	38,000,000
Direct Jobs	47
Indirect Jobs	77
Total Economic Value	76,573,585

This benefit has been valued separately from both the NPV and payback period to distinguish it from the benefits received upon commencement of operations.

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3. Non Monetised Cost/Benefit Analysis

The non-monetised cost and benefits identified for the Project, rated according to a six range scale are set out in the table below.

Benefit	Description	Rating
Educational		
<i>Graduates and Higher Education</i>	Over 2015-2024, the Project will deliver the following: 1,187 graduates 1,886 additional students studying higher education programs (1,603 from regional/remote areas) 5 new bachelor degrees in STEM courses to regional NSW	Highly Beneficial
<i>Student Retention</i>	The new Learning Centre will encourage a culture of learning, providing a contemporary and flexible facility. It will improve the quality of student learning leading to higher retention rates.	Highly Beneficial
<i>Social Inclusion</i>	The Project will encourage students form non-traditional groups to participate in higher education. SCU's distinctive profile includes significant low SES (24%), regional/remote (60%); indigenous (2.7%) and students with a disability (5.5%).	Highly Beneficial
<i>Student experience</i>	The Project will provide revitalised on-campus student experience in line with the 2011 Lismore Campus Master Plan. The new Learning Centre supports all Lismore on-campus students and those studying externally but live within the Northern Rivers region.	Highly Beneficial
<i>Synergies between STEM fields of study and research</i>	The co-location of the Science Precinct adjacent to SCU's ERA-rank 5 and 4 world-class researchers in Geosciences and Plant Sciences will enable teaching activities to leverage off research expertise.	Highly Beneficial
<i>Internships & Scholarships</i>	The Project will increase the number of scholarships, internships and work/industry placements in SCU's regional community. Active negotiations with local government authorities (LGAs) across the NSW regional footprint to support Engineering and other new course developments are underway.	Highly Beneficial



Benefit	Description	Rating
<i>Collaborations</i>	The Project would support further collaboration between SCU and other universities both within the region and interstate including: ▪ <i>University of New England</i> Graduates from the University of New England can directly articulate into SCU's fourth year engineering degrees ▪ <i>University of Queensland</i> First year SCU Engineering students from the new engineering program can articulate into Engineering specialisations at UQ not available at SCU ▪ <i>North Coast TAFE and Gold Coast Institute of TAFE</i> Articulation arrangements are currently in place to give TAFE students a minimum ATAR equivalent rank at SCU for Diploma and Advanced Diploma graduates. This will be incorporated into the new engineering and science programs where possible	Moderately Beneficial
<i>Synergies between diverse discipline areas</i>	The central location of the new Learning Centre facilitates increased synergies between diverse discipline areas from across the campus to generate cross-discipline scholarly and economic activity and increase cultural impact.	Moderately Beneficial
<i>Regional</i>		
<i>Opportunities for Students</i>	Regional students will have more choice in attaining bachelor qualifications leading to real jobs in demand for Australia.	Highly Beneficial
<i>Access to Facilities</i>	Studies show many regional students are reluctant to participate in higher education due to difficulty in accessing institutional facilities located in metropolitan locations. The Project will provide regional students with world class and specialised facilities equal to those available at city campuses.	Highly Beneficial
<i>Social</i>		
<i>Skills Shortage</i>	Assist in relieving the stress place on the economy due to a skills shortage for engineers. DEWR Skills Shortage list (2011) identified national shortages of Civil and Mechanical Engineers in each of 5 years to 2011; and Electrical Engineers – 4 out of 5 years to 2011.	Highly Beneficial
<i>Job Creation</i>	The construction phase will create a total 124 of 47 direct and 77 indirect jobs for the Greater Lismore community. An estimated additional 36.5 academic staff and 27.5 FTE professional staff will be created once the Project is fully implemented.	Moderately Beneficial



Benefit	Description	Rating
<i>Environmental</i>	Environmental benefits accrue immediate for the Project via sustainable adaptation of existing building, reduced physical collection space and construction to an equivalent 5-star "Green" rating.	Moderately Beneficial
<i>Strategic</i>		
<i>Lismore Master Plan</i>	The project will see the Learning Centre move to its rightful place in the heart of the campus.	Highly Beneficial
<i>University Profile</i>	The Project will create an improved university profile for SCU in STEM fields of study.	Highly Beneficial
<i>Learning Centre</i>	The Project will provide SCU with opportunities to showcase a fourth generation Learning Centre in regional NSW incorporating: ▪ Reconfigurable, flexible and collaborative learning spaces open 24 hours a day ▪ The use of state of the art multimedia technology including the digital library collection ▪ A sustainability focused building with exceptional environmental features	Moderately Beneficial
<i>Capacity</i>	The Project will improve SCU's capacity to provide: ▪ Laboratory spaces ▪ Student study spaces ▪ Staff and HDR student office spaces ▪ Meeting/conference rooms ▪ Exhibition spaces	Highly Beneficial



Rating Level	Description
Highly Beneficial	Major positive impacts resulting in substantial and long-term improvements or enhancements of the existing environment.
Moderately Beneficial	Moderate positive impact, possibly of short, medium or longer term duration. Positive outcomes may be in terms of new opportunities and outcomes or enhancement or improvement.
Slightly Beneficial	Minimal positive impact, possibly only lasting over the short term. May be confined to limited area.
Neutral	Neutral – no discernible or predicted positive or negative impact.
Slightly Detrimental	Minimal negative impact, probably short term, able to be managed or mitigated, and will not cause substantial detrimental effects. May be confined to small area.
Moderately Detrimental	Moderate negative impact. Impacts may be short, medium or long term and impacts will most likely respond to management actions.
Highly Detrimental	Major negative impacts with serious, long term and possibly irreversible effects leading to serious damage, degradation or deterioration of the physical, economic or social environment. Requires a major re-scope of concept, design, location, justification or requires major commitment to extensive management strategies to mitigate effect.



4. Alternative Options

The **key options** considered as part of the cost benefit analysis are set out below. Neither option was considered to provide the best implementation solution within SCU's constraints and timeframes.

The alternatives did not address the following key factors of the project:

- Ensuring sufficient capacity to ensure the space demands of Engineering are met
- Ensuring the project aligns with SCU's Lismore Master Plan to provide a campus heart

Option	Cost
Refurbish different buildings (U and O blocks) in the Science Precinct area. Initial plans prepared and costed. This option would cause significant dislocation to current teaching and research activities.	\$39 M
Retain library in existing location and refurbish it to accommodate changes in resource use and learning styles. The current location of the library would not support SCU's Lismore Master Plan to provide a campus heart.	\$13 M

Other options considered are detailed in Section D5 (ii) of the EIF Regional Priorities application.

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10 The attrition rate improvements at the end of the calendar year for all other courses due the new learning centre is set out below

	DURATION OF COURSE	AS AT THE END OF			
		2010	2011	2012	2013
Other Courses - Current Attrition Rate	3	21%	7%	n/a	n/a
Other Courses - Improvement in Attrition ¹	3	0.75%	0.75%	n/a	n/a
Other Courses - New Attrition Rate	3	20.25%	6.25%	n/a	n/a

1. The improvements in attrition rates is a conservative estimate by SCU.

Research indicates clear evidence between student retention and engagement with library resources (interacting with library staff, time using libraries etc)

- AARL Publication, Volume 21 Number 4 December 2012, http://www.acer.edu.au/documents/aussereports/AUSSE_EG_Librarians.pdf
- AUSSE Enhancement Guide, How Libraries and Librarian can Support Student Engagement, http://www.alla.org.au/publishing/aarl/41/AARL_2010_41.pdf

Expense Assumptions

11 The direct and indirect expenses (as a percentage of revenue) for the Engineering and Science at SCU project is set out below.

	CALENDAR YEAR											
	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Operating Costs												
Depreciation												
Electricity												
Cleaning												
Security												
Maintenance												
Rates and Land Leases												
Other Operating Costs												
Capital Expenditure												
Property Plant & Equipment												
Furniture and Fittings												
Motor Vehicle												

1. Operating costs include depreciation, electricity, cleaning, security, maintenance, rates and land leases.

Balance Sheet Assumptions

12 Creditors at the end calendar year is set at the following percentage of total expenditure (direct and indirect) for year:

10%

13 Debtors at the end of the calendar year is set at the following percentage of total revenue for the year:

0%

14 Capital assets are depreciated using the method and useful lives below:

	Depreciating Method	Useful Life (Years)	Asset Value
Property Plant & Equipment	Straight Line	100	1,900,000
Furniture and Fittings	Straight Line	100	1,900,000
Motor Vehicle	Straight Line	-	-
			3,800,000

NPV Analysis Assumptions

15 The average annual graduate salary for each course is set out below

	Salary
Engineering	129,426
Science and Regional Planning	74,542
Doctorate of Philosophy (Ph.D)	115,750
Other Courses	75,750

16 The economic value as a result of the construction is based on the following variables.

	Particulars
Construction Value	38,000,000
Direct Jobs	47
Indirect Jobs	77
Total Economic Value	76,573,585

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Finance Committee

From: Travis Walker, Executive Director Financial and Human Resources Services
 Date: 12 August 2014
 Title: **Financial Acquittal & Final Progress Report – Engineering and Science Precinct, Phase 1**

1. Purpose

To present the financial acquittal and final progress report for the new Engineering and Science Precinct, Phase 1 at Southern Cross University's Lismore Campus.

2. Background

The new Engineering and science precinct incorporates world class cross-discipline research and teaching laboratories. It has state of the art equipment allowing materials conditioning and testing, concrete and structures testing and fluids/hydraulics testing.

Phase 1 comprised of refurbishing level 1 of Building A at the SCU Lismore Campus. Phase 2 comprises of the refurbishing of level 2 of Building A. The precinct is funded by the Education Investment Fund (EIF), Southern Cross University and the NSW Government.

3. Project Expenditure

Engineering & Science Precinct to 30 June 2014

Project Costs (\$'000)	Stage I			Stage II			Total Project		
	Actual	Budget	Var	Forecast	Budget	Var	Forecast	Budget	Var
Construction (incl contingency)	3,486	3,706	(220)	6,780	5,716	1,064	10,131	9,422	979
Lab Equip & Furniture	559	723	(164)	1,803	2,465	(662)	2,362	3,188	(826)
Professional Fees	288	300	(12)	688	688	(0)	976	988	(12)
Client Costs	44	50	(6)	59	59	0	103	109	(6)
Total Project	4,378	4,779	(402)	9,330	8,929	402	13,573	13,708	135

4. Progress Report

Level 1 of Engineering Building was completed on the 14th December 2013 and classes commenced Session 1, 2014. Phase 2 is due to commence on the 10th February 2015 and is subject to start after completion of the new Learning Centre.

Bennett Constructions are working through defect rectifications and will continue until the defect period ends on the 14th December 2014. 95% of the defects are rectified with a big push in July occurring to be ready for the opening by Mr Kevin Hogan, MP, Federal Member for Page on 30 August 2014.

Phase 1 of the new Engineering and Science Precinct has been a success, both being completed on time and on budget.





Released

5. Recommendation/Recommended Action

The Committee notes the final financial acquittal and progress report.

DISTRIBUTION AND AMENDMENT HISTORY

Date	Version	Distribution	Notes
080512	1	EO	For noting/initial feedback
	1.1	Nil	For updating
150512	2	EO, ADI, a-Dir/IO, Mgr, IPT	For feedback
180612	3.2	ADI, EO, Janet Taylor, Andrew McAuley, Jane Thomson, Philip Hayward, Christine Martin, John Jenkins, David Lynch	For feedback prior to International Advisory and Enterprise Cmte; request response by 27 June.
290612	4.0	Referral to Research (PH)	Incorporation of 3.x feedback; further expansion and citation
290612	4.1		Incorporation of 3.x and v4.0 feedback; further expansion and citation
160812	5 & 6		Integration of I&E Advisory Cmte Integration of Global Leadership concept(s)
220812	7	All-staff	V6 with page # in citation removed



Internationalization & Enterprise Green Paper

CHRIS PATTON

Pro Vice Chancellor (International and Enterprise) | Southern Cross University

August, 2012

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GREEN PAPER

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INTRODUCTION

SCU is a young, growing, and aspiring University making a real difference in our regions and beyond. Our mission is to be recognized for enriching our communities through the excellence of our scholarship and the achievement of our graduates.

Our graduates will be global citizens and to equip them with the skills to excel we will create inspirational and engaged learning experiences. We will apply knowledge in partnership with our communities in fields that are regionally relevant and globally significant.

Our Internationalization and Enterprise (I&E) plans aim to provide a further level of detail to bring our vision, mission and 2011 – 2015 strategy to life at Southern Cross. Whilst the individual Plans are separate in design, they are complimentary in practice and seek to improve the University's viability and richness of purpose.

The **PRINCIPLES** by which we conduct our Internationalization and Enterprise (I&E) plans should firstly achieve the **Goals of the University** and then be:

1. **APPROVED:** Ensure each and every one of our I&E activities is strategically determined, agreed, harnessed and aligned to our operational priorities through existing mechanisms up through the executive of the University;
- FOCUSSED:** Ensure I&E functions reinforce our priority teaching and research areas so that our core strengths can be expanded;

3. **RELEVANT:** Our I&E functions assist Southern Cross to improve our research and teaching outcomes above our current ability; funds earned through these functions are returned to support this dimension;
4. **MATERIAL:** I&E activity should enable us to connect with credible universities and partners that can provide a clear and present benefit to our academic and commercial interests in the foreseeable term; and
5. **SUSTAINABLE:** I&E activity is demonstrably sustainable over the long-term so the returns on our investment of activity withstand the rightful scrutiny of our stakeholders.

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THE PURPOSE OF OUR I&E PLAN:

Is to:

1. **CREATE** a single, agreed overarching framework to define, name, harness, and integrate into an intentional strategy a variety of international and enterprise¹ that are driven either directly out of and the offices of the Pro Vice Chancellor International and Enterprise, or from other areas campus-wide initiatives. Fundamentally, this framework is the University's Internationalization and Enterprise Plan, two separate but complimentary plans;
2. **ALIGN** international activity with the annual Vice Chancellor Priorities and the strategic plan 2011 - 2015;
3. **RAISE** the profile, coordination and management of all I&E activities of the University to an enterprise level;
4. **MANAGE** our risks and obligations effectively so we can deploy our scarce resources in a whole-of-institution approach to capitalise on the best opportunities available to us, not every opportunity.

EXECUTIVE SUMMARY

This Paper pursues a discussion around the two components of the Pro Vice Chancellor (International and Enterprise) division. We seek to engage the University community in a dialogue about the issues, opportunities and challenges within the sector and SCU across these two dimensions and ultimately have the intent of defining our priorities and setting a blue-print for our activity for these functions of the University in the coming years following due consideration.

The major themes of this Paper are the appreciation that higher education is being fundamentally affected by the twin notions of internationalization and globalization which are different constructs. In regards to the notion of globalization, we start to see higher education being framed within the context of an economic service that is globally tradable, with global demand and consumers, but also impacted, challenged and increasingly facilitated by technology and the internet in particular. Moreover, we note that research is increasingly influenced by this globalized or networked economy and some considerations of how we need to accommodate this in our approach are considered.

With respect to the advancement of Internationalization as an industry within the higher education sector, Australia has a long history commencing after the Second World War with the Colombo plan and has morphed through various phases subsequently. Through the 80s and 90s and the "Noughties", SCU has pursued a traditional Second Wave of Internationalization which resulted in several off-shore collaborations often referred to as Franchised operations. There has been success in some measures such as revenue growth and EFTSL load as result of this strategy however, it is not without its significant and already defined risks for SCU. The current wave of Internationalization moves beyond a unilateral pursuit of revenue toward a more holistic approach to the notion of Internationalization, encompassing several hitherto singular elements within the concept of International Education, or Internationalization. Integrating often discrete activities into an holistic approach to Internationalization then, can be framed under the notion of Comprehensive Internationalization. Some commentary and detail around what SCU is doing in various functions of Internationalization is presented.

On the Enterprise area, the Paper posits that whilst Southern Cross is well positioned and has taken many bold steps to expand its mission including, for instance, the Gold Coast campus, there are natural limits and resource-constraints to competing in the increasingly competitive higher education market

both face to face and increasingly online. In this environment, and in light of a need to return not our international, but also our domestic enrolments to a growth trajectory, there are several options and opportunities SCU could pursue. As a function of corporate intrapreneurship, the Office of the Pro Vice Chancellor (International and Enterprise) is responsible for providing a vision for SCU to capitalize on growth opportunities and to coordinate efforts across the campus to dovetail into these intrapreneurship opportunities.

In pursuing opportunities, we are guided by our Strategic Plan, our vision, our values which necessarily have prominent and unassailable our academic autonomy, integrity and our obligations as self-accreditation status.

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“Internationalization is changing the world of higher education, and globalization is changing the world of internationalization.”

—Jane Knight (2004)

INTERNATIONALIZATION – WHAT IS IT?

BACKGROUND

Higher Education and Globalization

Globalization has had its impact on universities (Selvam, 2010, Shin and Harman, 2009). The link between higher education and globalization is not a novel one but globalization has challenged the traditional forms of the university now treating education as a globally tradable service for the transmission of ideas (Bashir, 2007, Hudzik, 2011, Rizvi, 2004, Knight, 2006, Knight, 2004). Shifts in information technology and the transportability of knowledge in a post-industrial world have resulted in the easier cross-border transmission of knowledge, people – and labour (UNESCO, 2012, Guruz, 2008, Rizvi, 2004).

Globalization has resulted in a paradigm shift in scale and scope underpinning the relevance of, and a need for a strategy for Comprehensive Internationalization (Hudzik, 2011, Hudzik, 2012). Universities are no longer bounded by distance in an internet world; the internet (and Google!) have more – and deeper and up to date – information than ever before more accessible to all (Ruthven, 2011). Ideas are both global and local in the sense that local imperatives such as culture, jurisdiction, geography, language, etc. remain significant even as pressures for, and advantages from, globalization increase markedly.

Whilst the notion of migration for university is as old as millennia, with over 17,000 institutions of higher education in 184 countries (Guruz, 2008) most with ready access to virtual communication, the opportunity for access to and ultimately the rise of the *massification* of education has occurred as part of a trend toward globalization (Shin and Harman, 2009). In 2010, 3.7 million students were globally mobile² and expected to grow to over 7 million by 2025 (Brandenburg et al., 2008) so we can conclude the global demand for higher education overall has grown significantly. As at 2009, over 170 million students participated in higher education (British Council, 2012). This is a five-fold increase from 1970 and a three-fold increase since 1980. Of interest to us is the notion of *transnational education* (TNE) characterized by the movement of people (students, academics, scholars, researchers, and other subject matter experts), programmes (courses, academic programmes and degrees), and providers (institutions, consortia and companies) across national borders (UNESCO, 2012).

Higher Education and Internationalization: Beyond Nation-States

Internationalization and globalization or even Internationalization and International Relations are not synonymous terms. International relations are the purview of nation states with real and perceived borders; globalization by contrast transcends borders and sovereign states and alters and weakens economic boundaries with the aid of a free-flow of trade and factors of production. Trade is not limited to products and commodities but includes ideas, knowledge and learning (Hudzik, 2011, Guruz, 2008, Hudzik, 2012). Equally, globalization depends on the transfer of factors of production including investment capital and people. These transfers and trade flows require reduced jurisdictional barriers via regulations, tariffs, currency controls, and so on. Such principles are now underpinned by the powerful and growing World Trade Organisation with its provisions for enforcement of transnational agreements though higher education may be historically more reluctant to participate than other industry sectors (van der Wende, 2003).

For higher education, then, there is a grappling of how best to define the notion of Internationalization as a strategy, a means, and an end. Bernardo connects these forces of globalization to the shifting definitions and constructs of internationalization. He states that "most universities that exist today are creations of nation states; their characters and functions are largely shaped by the agenda of nation states...thus, the concept of internationalization might be best approached with reference to specific approaches and constructions of internationalization in domains of policy, process, types of activities, among others" irrespective of geographic boundaries (Bernardo, 2003). Traditional internationalization activities are consistent with old world order of border, and boundaries, whereas a globalization agenda embraces issues of economic integration, competitive forces, mass culture, distributed knowledge production systems and technology (Ibid, 2003).

Bernardo and others see internationalization as that process which seeks to enhance the "international character, or quality in students, programs and institutions" albeit with the risk of neo-colonialist Western approaches of the developed nation assisting the developing one in a capacity-building type of support emphasizing international cooperation, development, and recruitment from developing source to developed supply countries (Ibid: 223, Rizvi, 2004).

In Australia, the notion of "internationalization" as distinct from globalization has existed since the 1980s and is in effect an advancement of the concept of "international education" (Knight, 2004).

Australia has long had an extensive focus on international education and was one of the first to do so in the post WWII "Colombo Plan" and the second phase of our international development occurred after

1985 with the advent of Full Fee Paying international students. The resultant exposure for Australia and the development of Asia's (then) future and (now) current leaders has forged powerful ties for Australia within Asia (Chaney, 2012).

The shift from a capacity-building and diplomatic phase to a fee-paying environment ("from aid to trade") was driven at a macro level by economic and political forces in the education sector and Australian society (IEAA, 2008, Rizvi, 2004) recognizing that closer to home, many academics chose (and still do choose) to focus on the educational benefits that are derived by interaction between both domestic and foreign students resulting in a more vibrant if not challenging classroom. On a commercial level, the importance of the education 'export industry' can be demonstrated by realizing that international student enrolments in all levels of Australian education reached well over 600,000 students in 2009 (Chaney, 2012). According to a Universities Australia commissioned report, higher education as a whole in Australia educates 1 million students and employs 100,000 people (Econtech and KPMG, 2009a) with 25% of the university sector population being 25% of the study body (Harper, 2011: 11). SCU's ratio of international students to domestic students was 25% in 2011 as SCU enrolled 2415 international on and off-shore EFTSL; a difference for SCU compared to others in the sector is that we had 1106 international students (EFTSL; almost half) off-shore.

As part of a broader sectoral trend often deemed the 'Second Wave of Internationalization' (UA, 2012) the recruitment of international students is not restricted to onshore activities. By the late 80s and 90s, a growing number of Australian providers, including Southern Cross University and its predecessor University of New England, Northern Rivers, had overseas transnational teaching operations as part of a forward-integration model of market-entry, often referred to as the "franchise or licensing model" where SCU does not specifically teach in to these programs³; this model is replete with its own now-known challenges for quality control (Healey, 2006, Mazzarol et al., 2003). By end 2011, SCU had 13 such TNE arrangements⁴ with indicative financial reports by May 2012 demonstrating that during the 2011 calendar year all but one generated a notional 'profit' and after reasonable costs are considered, about nine produce a material surplus⁵. These outcomes will be covered in a separate confidential paper comprising the 2011 Annual Report for TNE Collaborations.

(International) Higher Education as an Industry Sector in the Economy

Macroeconomic Effect and Industry Shifts

The growth in everyday parlance of the economic contributions of higher education are captured by Universities Australia seeking to articulate the benefits that an investment in higher education will have

for the nation. In two KPMG Econtech reports it was estimated that investment in higher education would earn a 14 – 15% real economic rate of return⁶ and double the benchmark set for good investment, being the long-term government bond rate of 6-7% (Econtech and KPMG, 2009b)⁷. This healthy rate of economic return derives mostly from: improved labour force productivity and participation, returns from university-based research, and increased population resulting from foreign students choosing to reside in Australia at the completion of their studies.

The export of higher education remains a robust trade with some \$17 billion AUD (Ross, 2012). In Australia in the 50 years to 2011, higher education has grown 20 fold by student numbers from 59,000 to 1.2m. In comparison, our economy has grown 6 fold to 1.2 trillion AUD in 2008 price terms while the population has doubled from 10.6m to 22.7m. Higher education participation in Australia is 5% of the total population with 29% of this being foreign students whereas the world has 2.4% of its population in universities with the USA being 6.1% including foreign students and China at 2.1% (Ruthven, 2011).

Despite these formidable statistics, Phil Ruthven, Chairman of BISWorld, a consultancy, suggests that higher education is entering the 'terror zone' of the industry life-cycle and that a common pattern across Australia's 465 industries is that they run in long lifecycles and they all pass through 5 phases and 2 crisis zones in each life cycle. (Ruthven, 2011).

- new innovation phase

- fast growth phase

- maturing phase, after which there is a 4 year 'horror zone' of the 'shake-out', then;

- a slow growth phase, and finally;

- a dormant phase, which includes a 2 year terror zone.

Ruthven goes on to argue that higher education, measured as the industry's value-added share of GDP is entering phase four which is the Slow Growth Phase IV and is presently in the maturing phase with the fifth cycle forecast to be in 2021 to 2059 (Ruthven, 2011).

The key for universities will be addressing this lifecycle shift and ensuring that our particular enterprise and internationalization strategy – amongst other strategies – results in SCU capitalising on the shifts.

Characteristics of the current fourth cycle of a typical industry show in commercial terms what is already occurring in the higher education sector: product mix shifts, customers and market change, geographic change, systems and technology, and ownership change.

We can expect the fifth cycle to bring more private ownership, publically listed, and multi-national global public and private education entities into the Australia education 'consumer'- the likes we are already seeing⁸.

What must be observed in all of this commentary on product life cycle however, is the interplay between industry and policy. We are witnessing significant impacts on the education provision in Australia through public policy settings available to the government of the day. SCU, the sector and aspirants, will continue to be influenced by public policy decisions (eg. allowing private universities; altering parameters in the AQF to advantage or detract certain provider types; altering public funding so as to pressure public providers to amalgamate, grow, decline etc. in line with economic and social priorities).

Microeconomic Effect

At the micro-level, business increasingly finds that investment in education quickly yields attractive returns and in developing or emerging economies in particular where the provision of public funding is low for education, private enterprise has been a major source of the supply of education (Khanna and Khemka, 2012a, Tilak, 2008). Governments in developed economies are also realising the contribution, opportunities but also the challenges that private higher education brings (Harman, 2008, Lyall and Sell, 2006).

Recently, Australia's focus on individual international students has been about the pursuit of profit, or profitability as an alternative to public sources of income to 'balance their budgets' in the case of our public universities (Rizvi, 2004, Knight, 2004), or as a profit-motive in the delivery of education for the private sector though it must be noted that genuine efforts and evidence exists within the sector to demonstrate efforts to pursue engagement at more than just a commercial level. What is key really in this argument however is that this use of the funds from Full Fee Paying international students as an alternative private source of funds is undeniably real, and is characteristic of the Second Wave of Internationalization we have recently witnessed in Australia replete with all its strengths and weaknesses.

The increasing privatisation of funding of within public universities is not a new phenomenon regardless of ideology, and has a long history. Already, we have seen universities pursue philanthropic donations, corporate funding of Chairs, research and other pursuits, public private collaborations for the traditional activity of universities (e.g. student accommodation, alumni, marketing, student services and retention).

Higher Education and Transnational Education as a Means Of Social Good

Higher education hasn't typically been couched in terms of economic value-add, rather it has usually been more enveloped within a discussion around social good. In Australia, Peter Shergold recently spoke of the social benefits of university education, which include a fairer and more meritocratic society, increased participation of low SES (that segment of the population likely to achieve the greatest gain of private benefits in education)⁹.

Other findings show that the societal benefits from education are increased health and reduced health care costs, contribution to culture, new perspectives and ways of seeing things, environment, trust in others, civic participation and positive citizenry, an increased tax base¹⁰, strengthening of democracy and civil liberties, reduced crime and criminal activity, improved social equality and cohesion, improved population quality through better child-rearing, international integration and global diplomacy (Econtech and KPMG, 2009a, Murray, 2009, UA, 2012, Lyall and Sell, 2006, Econtech and KPMG, 2009b, Tilak, 2008, COAG, 2010). All of these benefits to society are likely to equal or exceed the individual benefits.

The National Code of Australia¹¹, Part A (8) has this to say about the benefits for the export of education and training services:

'The social and economic benefits flow to individuals, institutions and the wider community, both in Australia and other countries. International engagement in education and training can transform individuals, widening their intellectual horizons, opening them to new ideas and experiences, and extending their friendships. Overseas students also contribute intellectually to Australian education and society, and provide diverse social and cultural perspectives that enrich the educational experience for many Australian students.'

A DEFINITION OF COMPREHENSIVE INTERNATIONALIZATION

Seeking to capture all these dimensions of international activity into an overall and intentional, strategic framework is a key organizing challenge if we are to create and harness a unified approach for our

international and transnational activities at Southern Cross. Presently there is no reliable, common language to describe the notion of Internationalization and thus a confusing array of terms exist which complicates what it means – consider : *Deep Internationalization* (in Australia), or *Comprehensive Internationalization* (in the US) and *Mainstream Internationalization* (in Europe) or as we have heard previously, *International Education* (de Wit, 2011, IAU, 2011, Knight, 2004).

Whatever we call it, the notion of Comprehensive Internationalization is an organizing paradigm to think holistically about the individual component parts that have hitherto characterized by some international activity but not intentionally intertwined. It is the difference between 'activity' and 'strategy' for SCU.

The highly regarded organization dedicated to international education, "NAFSA"¹², offers this helpful definition of Comprehensive Internationalization (CI):

"Comprehensive internationalization is a commitment, confirmed through action, to infuse international and comparative perspectives throughout the teaching, research, and service missions of higher education. It shapes institutional ethos and values and touches the entire higher education enterprise. It is essential that it be embraced by institutional leadership, governance, faculty, students, and all academic service and support units. It is an institutional imperative, not just a desirable possibility."

Comprehensive internationalization not only impacts all of campus life but the institution's external frames of reference, partnerships, and relations. The global reconfiguration of economies, systems of trade, research, and communication, and the impact of global forces on local life, dramatically expand the need for comprehensive internationalization." (Hudzik, 2011)

Or, more succinctly, CI is "the process of integrating an international, intercultural or global dimension into the purpose, functions or delivery of post-secondary education" (Knight, 2004).

Ultimately, our internationalization efforts must be constructed to respond to this world order and position SCU to achieve its mission of "equip(ping) our students to live a life they value and to be effective global citizens".

In the section below, we will propose a practical suggested manifestation of CI dimensions for Southern Cross University.

WHY DO INSTITUTIONS 'DO' INTERNATIONALIZATION?

SCU's Mission refers to students becoming 'effective global citizens' and the creation and application of knowledge in fields that are regionally relevant and 'globally significant'.

There is currently nothing explicit within our four goals that relates to internationalization as a formal activity and no explicit recognition of the benefits or potential benefits to SCU of international education. Internationalization thus, is not visible in the University's Goals, Targets, Strategies or KPIs today.

This Paper commences the process of a dialogue at Southern Cross around Internationalization and Transnational Education, what it means to us, and what we want to achieve through it.

The current Chaney (2012) review discussing the development of an international education strategy for Australia states there are many benefits from international partnerships including, but not limited to:

1. Links of all kinds, including research, between Australia and its overseas partners;
2. A focus on long-term rewards;
3. Contribution to the region's economic prosperity through the upskilling of graduates in professional areas;
4. Increased and alternative income streams for Australian institutions;
5. Preparation of future and global leaders with significant ties to Australia

Related to our graduate attributes¹³, Internationalization can be about preparing graduates for life and work and engagement for a globalized world where life-long learning in a dynamic environment will require creativity, innovation and the ability to think differently from what is before them today.

Hudzik (2011) states that Internationalization is about better connection of institutions to a fluid environment, that it can be a means to prepare "world-conscious" graduates for life and work in a global landscape able to participate in "civic engagement" but crucially that Internationalization can help access institutional research energies in a global marketplace of ideas, intelligence and discovery.

In citing outcomes from a major survey of the International Association of Universities (Marmolejo, 2010), the top five reasons for internationalizing an institution are, in order of importance, to:

1. improve student preparedness;
2. internationalize the curriculum;
3. enhance the international profile of the institution;
4. strengthen research and knowledge production; and,
5. diversify its [academic] faculty and [general] staff.

When asked about the most important benefits of internationalization, the top three reasons at the global level listed in order of relevance were: increasing international awareness of students; strengthening research and knowledge production; and fostering international cooperation and solidarity (ibid).

WHAT IS IT THAT SCU IS DOING AND HAS DONE IN INTERNATIONALIZATION?

TRANSNATIONAL EDUCATION (TNE)

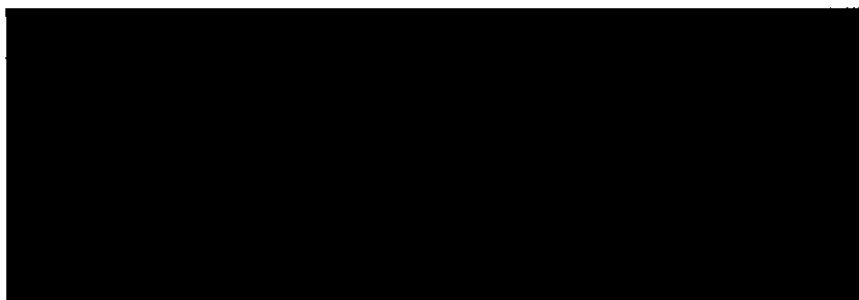
We can distinguish between those aspects of internationalization that occur onshore and those that occur off-shore.

1. Off-shore Recruitment

Australia has 1,027 programs off-shore¹⁴; SCU contributes to 15 of these. More details about our Collaboration Programs is shown in Attachment 2. SCU's involvement in TNE collaborations dates back to 1993 when initial offerings of SCU's MBA program were provided in South Africa, Singapore, Malaysia and Hong Kong. From those beginnings SCU has experience of start-up and teach-out of TNE collaborations such that a portfolio of partnerships has been managed over time. That portfolio (and its changes) has taught SCU meaningful 'lessons' regarding TNEs¹⁵. Attachment 2 captures the SCU's collaborations today. The table below outlines EFTSL enrolment since 2008.

1. *Journal of Management Studies*, 1996, 33, 1, 1-14.

	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)	(s)	(t)	(u)	(v)	(w)	(x)	(y)	(z)	(aa)	(ab)	(ac)	(ad)	(ae)	(af)	(ag)	(ah)	(ai)	(aj)	(ak)	(al)	(am)	(an)	(ao)	(ap)	(aq)	(ar)	(as)	(at)	(au)	(av)	(aw)	(ax)	(ay)	(az)	(ba)	(bb)	(bc)	(bd)	(be)	(bf)	(bg)	(bh)	(bi)	(bj)	(bk)	(bl)	(bm)	(bn)	(bo)	(bp)	(bq)	(br)	(bs)	(bt)	(bu)	(bv)	(bw)	(bx)	(by)	(bz)	(ca)	(cb)	(cc)	(cd)	(ce)	(cf)	(cg)	(ch)	(ci)	(cj)	(ck)	(cl)	(cm)	(cn)	(co)	(cp)	(cq)	(cr)	(cs)	(ct)	(cu)	(cv)	(cw)	(cx)	(cy)	(cz)	(da)	(db)	(dc)	(dd)	(de)	(df)	(dg)	(dh)	(di)	(dj)	(dk)	(dl)	(dm)	(dn)	(do)	(dp)	(dq)	(dr)	(ds)	(dt)	(du)	(dv)	(dw)	(dx)	(dy)	(dz)	(ea)	(eb)	(ec)	(ed)	(ee)	(ef)	(eg)	(eh)	(ei)	(ej)	(ek)	(el)	(em)	(en)	(eo)	(ep)	(eq)	(er)	(es)	(et)	(eu)	(ev)	(ew)	(ex)	(ey)	(ez)	(fa)	(fb)	(fc)	(fd)	(fe)	(ff)	(fg)	(fh)	(fi)	(fj)	(fk)	(fl)	(fm)	(fn)	(fo)	(fp)	(fq)	(fr)	(fs)	(ft)	(fu)	(fv)	(fw)	(fx)	(fy)	(fz)	(ga)	(gb)	(gc)	(gd)	(ge)	(gf)	(gg)	(gh)	(gi)	(gj)	(gk)	(gl)	(gm)	(gn)	(go)	(gp)	(gq)	(gr)	(gs)	(gt)	(gu)	(gv)	(gw)	(gx)	(gy)	(gz)	(ha)	(hb)	(hc)	(hd)	(he)	(hf)	(hg)	(hh)	(hi)	(hj)	(hk)	(hl)	(hm)	(hn)	(ho)	(hp)	(hq)	(hr)	(hs)	(ht)	(hu)	(hv)	(hw)	(hx)	(hy)	(hz)	(ia)	(ib)	(ic)	(id)	(ie)	(if)	(ig)	(ih)	(ii)	(ij)	(ik)	(il)	(im)	(in)	(io)	(ip)	(iq)	(ir)	(is)	(it)	(iu)	(iv)	(iw)	(ix)	(iy)	(iz)	(ja)	(jb)	(jc)	(jd)	(je)	(jf)	(jg)	(jh)	(ji)	(jj)	(jk)	(jl)	(jm)	(jn)	(jo)	(jp)	(jq)	(jr)	(js)	(jt)	(ju)	(jv)	(jw)	(jx)	(jy)	(jz)	(ka)	(kb)	(kc)	(kd)	(ke)	(kf)	(kg)	(kh)	(ki)	(kj)	(kk)	(kl)	(km)	(kn)	(ko)	(kp)	(kq)	(kr)	(ks)	(kt)	(ku)	(kv)	(kw)	(kx)	(ky)	(kz)	(la)	(lb)	(lc)	(ld)	(le)	(lf)	(lg)	(lh)	(li)	(lj)	(lk)	(ll)	(lm)	(ln)	(lo)	(lp)	(lq)	(lr)	(ls)	(lt)	(lu)	(lv)	(lw)	(lx)	(ly)	(lz)	(ma)	(mb)	(mc)	(md)	(me)	(mf)	(mg)	(mh)	(mi)	(mj)	(mk)	(ml)	(mm)	(mn)	(mo)	(mp)	(mq)	(mr)	(ms)	(mt)	(mu)	(mv)	(mw)	(mx)	(my)	(mz)	(na)	(nb)	(nc)	(nd)	(ne)	(nf)	(ng)	(nh)	(ni)	(nj)	(nk)	(nl)	(nm)	(nn)	(no)	(np)	(nq)	(nr)	(ns)	(nt)	(nu)	(nv)	(nw)	(nx)	(ny)	(nz)	(oa)	(ob)	(oc)	(od)	(oe)	(of)	(og)	(oh)	(oi)	(oj)	(ok)	(ol)	(om)	(on)	(oo)	(op)	(oq)	(or)	(os)	(ot)	(ou)	(ov)	(ow)	(ox)	(oy)	(oz)	(pa)	(pb)	(pc)	(pd)	(pe)	(pf)	(pg)	(ph)	(pi)	(pj)	(pk)	(pl)	(pm)	(pn)	(po)	(pp)	(pq)	(pr)	(ps)	(pt)	(pu)	(pv)	(pw)	(px)	(py)	(pz)	(qa)	(qb)	(qc)	(qd)	(qe)	(qf)	(qg)	(qh)	(qi)	(qj)	(qk)	(ql)	(qm)	(qn)	(qo)	(qp)	(qq)	(qr)	(qs)	(qt)	(qu)	(qv)	(qw)	(qx)	(qy)	(qz)	(ra)	(rb)	(rc)	(rd)	(re)	(rf)	(rg)	(rh)	(ri)	(rj)	(rk)	(rl)	(rm)	(rn)	(ro)	(rp)	(rq)	(rr)	(rs)	(rt)	(ru)	(rv)	(rw)	(rx)	(ry)	(rz)	(sa)	(sb)	(sc)	(sd)	(se)	(sf)	(sg)	(sh)	(si)	(sj)	(sk)	(sl)	(sm)	(sn)	(so)	(sp)	(sq)	(sr)	(ss)	(st)	(su)	(sv)	(sw)	(sx)	(sy)	(sz)	(ta)	(tb)	(tc)	(td)	(te)	(tf)	(tg)	(th)	(ti)	(tj)	(tk)	(tl)	(tm)	(tn)	(to)	(tp)	(tq)	(tr)	(ts)	(tt)	(tu)	(tv)	(tw)	(tx)	(ty)	(tz)	(ua)	(ub)	(uc)	(ud)	(ue)	(uf)	(ug)	(uh)	(ui)	(uj)	(uk)	(ul)	(um)	(un)	(uo)	(up)	(uq)	(ur)	(us)	(ut)	(uu)	(uv)	(uw)	(ux)	(uy)	(uz)	(va)	(vb)	(vc)	(vd)	(ve)	(vf)	(vg)	(vh)	(vi)	(vj)	(vk)	(vl)	(vm)	(vn)	(vo)	(vp)	(vq)	(vr)	(vs)	(vt)	(vu)	(vv)	(vw)	(vx)	(vy)	(vz)	(wa)	(wb)	(wc)	(wd)	(we)	(wf)	(wg)	(wh)	(wi)	(wj)	(wk)	(wl)	(wm)	(wn)	(wo)	(wp)	(wq)	(wr)	(ws)	(wt)	(wu)	(wv)	(ww)	(wx)	(wy)	(wz)	(xa)	(xb)	(xc)	(xd)	(xe)	(xf)	(xg)	(xh)	(xi)	(xj)	(xk)	(xl)	(xm)	(xn)	(xo)	(xp)	(xq)	(xr)	(xs)	(xt)	(xu)	(xv)	(xw)	(xx)	(xy)	(xz)	(ya)	(yb)	(yc)	(yd)	(ye)	(yf)	(yg)	(yh)	(yi)	(yj)	(yk)	(yl)	(ym)	(yn)	(yo)	(yp)	(yq)	(yr)	(ys)	(yt)	(yu)	(yv)	(yw)



Total	Commencing	543.000	541.875	438.000	342.750
	Continuing	768.997	843.921	909.258	763.266
	Total	1,311.997	1,385.796	1,347.258	1,106.016

2. Onshore Recruitment

The table below shows current trends for International Onshore Student load 2008 – 2012:

Actual EFTSL		2008	2009	2010	2011
Coffs Harbour	Commencing	47.125	47.005	52.375	55.879
	Continuing	32.815	51.375	47.625	64.953
	Student Groups	79.940	98.380	100.000	120.832
Gold Coast - Beachside	Commencing	21.625	70.875	100.625	105.125
	Continuing	43.875	39.000	102.750	102.375
	Student Groups	25.500	109.875	203.375	207.500
Lismore	Commencing	234.212	160.700	160.701	135.628
	Continuing	126.109	140.726	88.742	97.429
	Student Groups	360.321	301.426	249.443	233.057
Lismore - BB	Commencing				0.250
	Student Groups				0.250
On-Line	Commencing	1.375	0.500	0.125	
	Continuing		2.000	1.000	1.375
	Student Groups	1.375	2.500	1.125	1.375
Perth (ASTHM)	Commencing	11.000	14.625	16.250	10.625
	Continuing	14.750	13.750	30.500	24.875
	Student Groups	25.750	28.375	46.750	35.500
SCBIT, Sydney	Commencing	192.500	136.250	72.625	79.000
	Continuing	154.375	179.000	147.750	78.340
	Student Groups	346.875	315.250	220.375	157.340
Sydney, Macquarie St	Commencing	54.875	43.500	40.875	24.250
	Continuing	41.000	59.750	83.625	67.875
	Student Groups	95.875	103.250	124.500	92.125
Tweed Gold Coast	Commencing	101.250	41.276		
	Continuing	64.875	64.125	8.750	1.625
	Student Groups	166.125	105.401	8.750	1.625

Tweed Heads - Riverside	Commencing	6.000	51.375	74.737	88.873
	Continuing	5.875	12.875	51.000	47.340
	Student Groups	11.875	64.250	125.737	136.213
University Wide	Commencing	8.375	13.438	11.375	6.875
	Continuing	9.875	8.375	7.116	8.923
	Student Groups	18.250	21.813	18.491	15.798
Australian Campus	Commencing	678.337	579.544	529.688	506.505
	Continuing	453.549	570.976	568.858	495.110
	Student Groups	1,131.886	1,150.520	1,098.546	1,001.615

Source: Planning, Quality and Review [January, 2012]

Our primary source countries are shown in the chart below, however overwhelmingly for on-shore students, our recruitment has been from [REDACTED].

A shift in focus in our traditional understanding of global transnational education is required as a shift is well underway in the primacy of English speaking education markets to the East, where strong economic and demographic growth in the African, Asian and Middle East markets will unbalance our traditional approaches to recruitment. Indonesia, Singapore, Malaysia, the Gulf States, and Nigeria are all cited as growing markets for tertiary enrolment due to a combination of growing wealth¹⁶ and university-age population. India, Brazil, Turkey, Philippines, Nigeria and Ethiopia will become increasingly important players in the global tertiary education sector (British Council, 2012). Some of these countries and regions are not on SCU's recruitment calendar.

3. Student Mobility: Study Abroad and Exchange

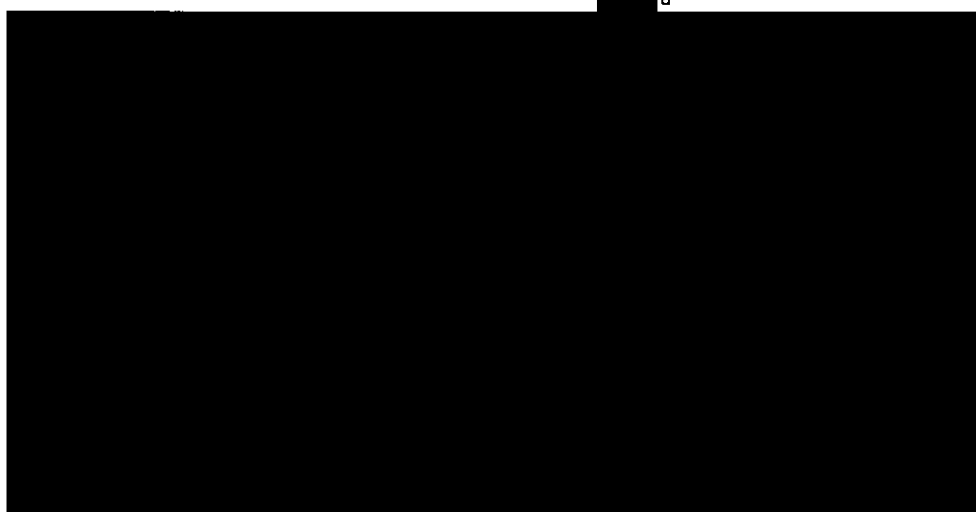
Southern Cross University's Student exchange program provides life-changing opportunities for our students and allows for a greater mix of International students at SCU. SCU currently has students in Spain, Austria, UK, Hong Kong, USA, Canada, Sweden and Norway. Research findings have indicated that outbound experiences help aid student retention and that students who have had overseas study experiences abroad do academically better than those who have not (Lebhian, 2012).

Source countries for our in-bound exchange is reflected in chart 1 below.



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Inbound Mobility By Nationality



Source: International Office Study Abroad and Exchange Manager [June, 2012]

Trends

The uptake of outbound mobility experiences in Australia has been steadily increasing with 8.8% of Australian undergraduates undertaking international study experiences in 2009 (Olsen in Murray et al., 2011). Many Australian Universities have set targets and funding for outbound mobility though SCU does not have a specific target. To support these targets, universities provide funding to students *along*

with seeking government and private funding. While SCU has been successful in securing government scholarships we do not provide any specific funding to students to participate in mobility programs.

While there is a great deal of work to do in this area SCU appears to be following the trend to increase overseas experiences in Semester-long exchange experiences, we are yet to capitalise on the short-term study tours for credit as many other universities offer, which easily boost outgoing statistics.

	2009	2010	2011	2012
<i>Outbound International Exchange</i>	38	28	40	56
<i>Outbound International short term program</i>	8	10		
<i>Outbound International Internships</i>		7	7	2
Total International Mobility Experiences	46	45	47	58
<i>Inbound International Exchange</i>	56	42	31	36

Source: International Office Study Abroad and Exchange Manager [June, 2012]

Challenges

The challenges of promoting and supporting outbound exchange at SCU are significant. The make-up of SCU's student body presents key challenges: Our students are often regional, from lower socioeconomic backgrounds, often the first student in the family to attend university; SCU also has a relatively large distance and mature age cohort which impinges on the freedom for students to pursue mobility study options. Our students subsequently require much support to plan and go abroad.

Opportunities for Consideration

1. Increase resourcing for central administration of program aligned to evidence of growth in inward and outbound mobility patterns;
2. Invite and structure 'faculty and academic advisers who serve as partners' who are willing to support students in their overseas study pursuits (Woodruff, 2009: 3);
3. Record all outbound mobility student experiences centrally (international research, international internships and short term study programs);
4. Develop programs to give greater access to an overseas experience for our students. This could include short term programs and double degrees (see the "BA International studies" at UTS);

5. Faculty involvement in outbound student mobility experiences can provide opportunities for deeper institutional linkages and research collaboration with our International partners.

According to the British Council the major origin markets for outbound mobile tertiary students include China, India, South Korea, Germany, Turkey and France, with the distribution of outbound mobile students being more balanced than for tertiary enrolments.

A full list of our current Exchange Partners is shown in Appendix 1.

RESEARCH

Through the second wave of internationalization, one of the hallmarks of an expansion of international activity was manifest by the number of MOUs produced by various senior staff; the risk of which is, that they may be limited in their practicality to implement and so ultimately remain a paper-based commitment and never fully activated beyond the original signing. Ergo, with limited funds and a finite resource in time and energy for our staff, developing strategic alliances with clear purposes and outcomes articulated would be a preferable approach and would be symptomatic of maturation in our approach to international partnerships; it is purported that focussed research MOUs are a hallmark of the Division of Research. Key to further ensuring meaningful MOUs, will be the development of research intensive networks across multiple education systems and cultures (Knight, 2004) and indeed individual networks recognizing that knowledge transfer, and the sharing of tacit knowledge of a topic, is a highly personalized effort (Bramwell and A.Wolfe, 2008). This needs to be an ERA informed strategy that is developed in dialogue with the University's Division of Research and Research Committee.

Our universities today operate in a networked economy underpinned by an increasing focus on specialized research in the pursuit of excellence in research, innovative research in advanced economies predicated in part on inter- or multi-disciplinary approaches, and the elimination of geographic obstacles to networking facilitated by the use of modern communication technologies. Whilst all around universities, there are competing providers of knowledge aided by technology including private providers media organisations, etc, the role of research, or knowledge production in educating researchers a central, stable and inviolable function for a university (Boer de et al., 2002).

To this end, research is an increasingly international enterprise in which those researchers and institutions that are networked and actively in dialogue and collaboration are the most able to engage

with and benefit from both international and global research programs and opportunities. There is a positive correlation between international research collaboration rates and citations per document, a common proxy for the quality of a piece of work which reinforces the value and purpose of pursuing international collaboration between authors. These researchers and institutions are also those most likely to produce contemporary and/or cutting edge research outputs that can score highly in research evaluation exercises such as ERA. The results of this connectivity and performance can flow through to curricula and disciplinary vision within institutions and can inspire and motivate students to engage with international aspects of their studies.

Emerging countries for research beyond the dominant output countries (e.g. US, China¹⁷, Germany, UK, etc) include Malaysia, Iran and Romania (British Council, 2012).

The development of international research linkages is also a valuable aspect to enhance collaboration around the development of undergraduate and taught postgraduate programs and related mobility schemes. Multiple connections and particularly those that are sustained over a protracted periods of time (such as those typical of advanced research projects) help build sustainable ties between institutions.

COMPREHENSIVE INTERNATIONALIZATION: A FRAMEWORK AT SCU FOR POROUS BORDERS

For many institutions, a one-off approach to Internationalization is taken. Student mobility (study abroad and international students on campus) is often a key, single, measure of Internationalization. For others, integrating more international content to the curriculum could be another option. Languages both in-bound and out-bound facing could be another focus as related to a focus on regionality/regional languages and culture. Still others may place emphasis on global partnerships, joint degrees, branch campuses, and long-term development partnerships with NGOs abroad. Currently only a few institutions integrate all of the above into a systemic framework; this is our challenge: SCU shall encapsulate its CI strategy under the broad handle of "Porous Borders".

Bernardo (2003) has offered these components for a comprehensive internationalized agenda which I have adapted with some minor adjustments for SCU.

POROUS BORDERS FOR SCU

A proposed SCU CI strategy might look like enveloping the following intentional components to our activity at SCU:

1. International student mobility programs;
2. Faculty (academic staff) exchange and development;
3. Research Collaboration with global bodies;
4. Internationalizing curricula: English and foreign language study;
5. Internationalizing curricula: building international perspectives for a diverse and global world from local to global¹⁸;
6. Engagement within international networks for standards integration¹⁹ (e.g. AACSB²⁰, etc.);
7. Online learning for a global audience²¹;
8. Global structures for the advancement of our brand via Twinning Programs²², Articulation or Pathway Programs²³, Branch Campuses or Franchised (Partner/TNE) Programs.

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element of its design; and content;

3. Mobility options for participating students will envelope a wider, newer variety of countries;
4. We will pursue global accreditation outcomes for the following programs: AACSB; and ???;
5. We will partner with global Universities to provide a range of courses/units that may be offered in a 'code-share' facility with SCU;
6. All future offerings Off-shore to

	international students to be coordinated with the Schools through the support of the PVC International and Enterprise	-	
	7. Learning outcomes should be established that embrace a global perspective suitable for the unit or course; 8. Domestic students will be provided with structured opportunities to engage with international students at SCU and undertake educational experiences offshore.	-	
<u>SCU Strategic Goal 2:</u> We will generate and disseminate research and undertake research training	1. For any research collaborations, priority will be given to partnerships envisioned, or established off-shore with those higher-ranked global	-	

WHO IS RESPONSIBLE FOR COMPREHENSIVE INTERNATIONALIZATION?

This Paper is the start of a Southern Cross community dialogue around CI and what part each School and Directorate, and individual staff and Officers can and should play in relation to our Internationalization activity; it is the start of a shared vision and cultural awareness in anticipation of our decisions in this space. It is neither a directive from above, nor a passive acceptance of a philosophy of “let a thousand flowers bloom” and we see where we end up. We are too small and with too limited resources for this latter type of *laissez-faire* approach to Internationalization.

Starting with this dialogue, I propose that we develop a distinct set of goals and targets that will inform our CI framework and thereby necessarily guide our action in the coming years. I put forward the above concepts, proposals and specific tacts, in this spirit.

This paper is a beginning point and I look forward to engaging with you on a dialogue on how you see CI specifically at SCU from here.

WHAT ARE THE QUESTIONS THAT ARISE FROM THIS DISCUSSION?

1. Does SCU have a common position across Schools to attract the best and brightest for HDR?
2. If we seek to double our international on-shore numbers – let alone our off-shore numbers - in a short-period of time, do we have the learning and teaching support structures in key Schools and support areas to ensure a quality and supportive environment for our international students? Do we have the right skills, attitude and cross-cultural ability on our campuses? What about ancillary services (e.g. foundational/research & writing – other – tertiary support, accommodation, cultural awareness and cross-cultural education, etc).
3. Is the overall Asian region our primary focus of internationalization or given the growth in the Middle East cited by authoritative sources in this Paper offer SCU an opportunity for expansion? Why would we do this?
4. What additional obligations might SCU have in taking on increasing numbers of international students? What ancillary services pre, during and post enrolment will be required to ensure successful employment outcomes for our international students?

5. Is the outcome of internationalization to create a Global Citizenry for its own sake, or is Internationalization at SCU to enable a Global Citizenry to participate in a global economic world?

- a. How can we use our Partners overseas to provide mobility arrangements (e.g. in Singapore and/or China) for some students as part of their SCU study journey? Should we establish Mobility targets as part of the Internationalization experience?
- b. Do our Graduate Attributes effectively capture the learning outcomes and skills-development for a globalized world and our place in it?
- c. Using our overseas partners, could we develop a Global Leaders' Framework²⁴ and is this advantageous? Should SCU integrate Partners' curriculum or even open-content in a way to develop a Global Leaders' Framework?
- d. Is it desirable to leverage technology to offer a truly global educational experience and capture a global educational consumer and student? What is the role of open content in the exposure of ideas and the pursuit of 'disruptive innovation' as part of our educational experience? Can we do this ourselves, or do we need partners? Are our educational technology innovations able to match the student and consumer demand in a global context?

6. What incentives should be provided to enhance internationalization? Are there changes to SCU budget allocations that should occur based on the ability to recruit international students to Schools? What if we linked our internationalization efforts and our research relationships such as tying Sabbatical (special studies leave) to a defined Comprehensive Internationalization strategy and to take these links into account when appraising SSL applications? Should we offer incentives to encourage research collaboration with our international partners?

7. Are changes to hiring and reward structures for academic staff appropriate to underpin a commitment to Internationalization? If so, what measures might be used to assess a positive contribution to SCU Internationalization?

8. What support or professional development services are required for our staff both professional and academic in order to more fully participate in Comprehensive Internationalization?
9. To what extent should we be concerned not only about the mobility of our students, but also of our staff and in particular our academic staff in order to better contextualize learning for a globally connected world?
10. Should each School establish a vision and leadership statement outlining aspiration and intended outcomes for International and/or Enterprise: "What will we do in I&E to advance our agenda?" What assistance might be required of the PVCIE office in supporting Schools?

GREEN PAPER

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PART TWO: OUR ENTERPRISE FUNCTION - WHAT IS IT AND HOW DO WE DEFINE IT?

For this section, I'd like to extend my acknowledgements to our SCU academic staff, Dr. Youness Alizadeh, and Ms. Susan Vinnicombe for their academic work in Entrepreneurship and in particular Corporate Entrepreneurship (Alizadeh and Vinnicombe, 2012) which helped crystallize my business experience of this topic into an articulate framework, informing my practice.

GREEN PAPER

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“Entrepreneurship is the pursuit of opportunity without regard to resources currently controlled”

— Howard Stevenson (1990)

IDENTIFYING COMMERCIAL OPPORTUNITY IN HIGHER EDUCATION AND APPLYING THE RIGOUR TO REALIZE IT

While the current Pro Vice Chancellor position of International and Enterprise is a new position, interestingly, the function has previously existed in the form of the Pro Vice Chancellor Enterprise and International almost a decade ago. We might observe that “what is old is new again” but I posit if not simplistically that it is within a new context. As we have seen in the Internationalization section of this Paper, the thinking behind the purpose for it has been changing. Previous effort was one of largely getting revenue whereas today’s context is one of attempting to leverage SCU’s limited public resources by finding opportunities to grow – and leverage - SCU’s resource base, pursue profitability over revenue for the distinct purpose of returning those surpluses to teaching and research functions, and ensure the primacy of our purpose – research and teaching – is paramount in any consideration.

As we embark then on a potential new direction, it would be important to develop some parameters to guide our activity which also has the effect of ensuring the efficient use of our time and management attention; defining limits to our enterprise activity enables us to assess quickly what is within scope for consideration and what might not be. Moreover, in pursuing opportunity with potential commercial parties, it is very important to be able to empirically demonstrate in commercial terms what the value is of any opportunity being discussed, originally as an idea. In this process as well, we must understand what we have to offer, and what we do not, so that our specific assets and limitations are a well-known part of our own, internal considerations.

To this end, at the outset as we embark on this enterprise process we must ask ourselves – what are we trying to achieve with this concept of enterprise? If we are indeed successful at enterprise at SCU, what in fact will this look like and how will we know when we are successful? What is it actually intended to achieve for SCU? Growth alone, profitability, extension of the teaching/research nexus or some combination of all? What are the specific goals for the enterprise function of the Office of the Pro Vice Chancellor (International and Enterprise) and how do they align and support the overall strategy of the University?

For organisations, and by definition then Southern Cross University, the notion of enterprise is about capturing the essence of entrepreneurship in a rigorous and planned process. Entrepreneurship in organisations is often referred to as corporate entrepreneurship or intrapreneurship. This is a process

that can assist organisations in their constant efforts to innovate, to become increasingly profitable, or generate larger surpluses, to be more dynamic and responsive to market demands, and to cope effectively with competitive realities. Corporate entrepreneurship applies beyond profit-maximising businesses since all organisations (including Higher Education providers in Australia) must grow and utilise funding sources. At core this is the desired outcome for the work of the enterprise unit at Southern Cross.

Entrepreneurship is a process which is growth and future oriented, one that seeks to capitalize on opportunity, a deal, a new thought, etc. and where often the entrepreneurial agent may not have the resources themselves alone to bring this opportunity to life.

For public organisations such as Southern Cross, this concept of leveraging other partners with greater resources is not a foreign concept; organisations in higher education often partner with others to create a whole, greater than the sum of its parts – e.g. Public Private Partnerships (Withers, 2012). The current demand-driven higher education (HE) changes occurring in Australia are examples of dynamism, or even of instability in the education 'market'. When this is combined with considerable interest by global public or private equity investors and higher education providers wishing to access the Australian market both in its own right, but also as an integral part of Asia, the resulting intersect creates often undefined opportunity, which SCU needs to explore.

While we are fortunate to have considerable resources in relative terms to chart our own course (e.g. Gold Coast campus) in some spaces, the investment required to capitalize on other identified opportunities may not only exceed our capacity to pay, but the condensed timeframe in which to capitalize on new, emerging, or trending opportunities may not wait for our ability to pay. Relatedly, pursuit of current opportunities with the resources we have to hand (such as both dollar and management attention) may not allow us to also capitalize on other matters without assistance from third parties (i.e. in partnership with others). Thus, where the returns on the investment in a current or future opportunity outweigh the cost of realizing this opportunity in partnership with others, or we simply cannot mount the exercise on our own, SCU should consider strategic partnerships.

Some authors describe the process of Entrepreneurial Intent as being the "obsessive motivation and internal driving force that catalyzes the entrepreneurial journey" (Cha and Bae, 2010). This is an aroused state of motivation that moves one through the journey of minimizing the gap between opportunity and the new venture - e.g. acquiring and possessing new resources, development of a new

technology, finding investors, etc and can be a feature without regard to organizational size. The office of the Pro Vice Chancellor (International and Enterprise) is a source of the Entrepreneurial Intent or corporate intrapreneurship embedded within the university.

WHY IS ENTERPRISE, OR INTRAPRANEURSHIP NEEDED AT SCU?

Firms and enterprises are facing significant economic challenges, a rapid pace of change, sometimes quite disruptive. This is the context within which universities find themselves today in Australia which has been well documented by others and is well in the public domain.

In addition to structural change occurring in what hitherto has largely been a / the last large unregulated sector, in education, business is and investors are waking up to the profitability and sometimes the necessity of private investors in higher education (Khanna and Khemka, 2012b).

As a result of this, investors are interested in higher education and sovereign nations are interested in the (public or private) investor who may bring capacity for higher education for a population that might not otherwise have access to university education. Access to higher education is the single greatest opportunity for accessing the social benefits arising from education (Shergold, 2012) and while SCU already performs significantly above the sector on this Participation Rate for low SES, a still-greater nation-wide opportunity exists: the present level of participation of low SES students across the country is 14%²⁵. This reality alone combined with a growing demand for higher education - already a \$USD 30 billion global market²⁶ with 262 million students (by 2025) and with 3 million students studying outside their home country, set to grow to 7 – 8 million²⁷ - offers an investment opportunity in higher education. SCU is well positioned to capitalize on both domestic and international demand-side elements of the higher education market to grow our overall business.

As provided for above, assuming SCU has finite resources to apply towards its own growth, but with additional partners we may be better able to access domestic and global opportunities for our courses, SCU can consider collaborating with partners in order to grow our market share in a venture, be it domestically or globally.

However, prior to the blind pursuit of an idea, we must convert that idea into a palpable and monetarily quantifiable investment of effort. To talk to partners to help us reach and exceed our own growth targets, we must ask and be able to know:

- 'In real hard dollar terms, what is the total student demand available to our particular offering (e.g. Brand, delivery mode, capacity to supply the service, etc)?'
- 'In what form or fashion would we have to adjust to access that demand?'
- 'What will it costs us to pursue the opportunity presented by the demand and could we do this/access this ourselves in fact?'
- 'If we cannot pursue this alone, or there is some value in considering a partnership approach to the opportunity, what is it that we offer that is attractive for education investors? For any potential partner, what is it that attracts us to them; what do WE need in the relationship?'
- 'What is the opportunity actually worth and what is our contribution to realizing that opportunity?'
- 'What is the cost of pursuing the opportunity and is it worth it in the end relative to other priorities, opportunities, initiatives and finite managerial attention?'
- 'Do we know what we are talking about and what we are worth in the market?'
- 'Why are we actually doing this – what is the problem we are trying to fix in this process and will it be better than we could do by ourselves?'

Answering these questions is done in part through our entrepreneurial intent and by doing so, we seek to 'monetize' the ideas we have. However, intrapreneurship requires a shared vision. It cannot be consciously chosen and quickly enacted the way some strategies can be (e.g. acquisitions) and so it requires more than just a decision, an act, or an event (Frederick and Kuratko, 2010). The first step is creating the vision; what is the shared vision we wish to achieve? Once we are clear about where we want to go through our enterprise activity, we can cascade that vision into objectives.

IDENTIFYING AND COSTING THE VISION

This strategy of intrapreneurship to will require the identification of the most suitable opportunities for Southern Cross University. I have, through a competitive process, called upon the assistance of Parthenon Group (www.parthenon.com/) the largest global advisor on education, with clients ranging from Harvard to Laureate, and in Australia from Navitas to StudyGroup to UNE, to help by designing a

process that will end up in a measurable, data-driven growth and partnership options-strategy for Southern Cross.

The primary deliverables of this research will be to:

1. **Ultimately create a shared – and costed - vision of what are the domestic and global higher education growth opportunities** possible and suitable for SCU given its particular profile of strengths and limitations;
2. **Identify which of these opportunities** most closely resonate with our overall University Strategy, our values, and our resources and how we need to construct ourselves to capitalize on them;
3. **Identify the intersect between us and other entities that identify the areas of convergence, that provide SCU with growth and profit-opportunities** be it alone, or in partnership with others.
4. **Identify and introduce prospective and suitably credentialed partners to Southern Cross to enable us to access the opportunities.**

IDENTIFYING OUR RISKS AND UNKNOWN

Until we know ourselves, and we align that to what is possible in the education market-place, and we know what prospective investor/partners are looking for, we cannot fully appreciate the value of our ideas. If we do not fully understand ourselves, or the opportunities and their worth, and we cannot quantify the value of what we have to offer, we run the very real risk when talking to external parties of not fully leveraging our opportunities, or not commanding the best return for any services or assets we wish to offer to others. Equally, we will be hampered in identifying prospects that promise to be the best learning opportunities for SCU.

In my experience of pursuing opportunity in higher education, data talks. Our approach must be data-driven.

Whatever we propose must make financial, but also pedagogical and brand sense mindful that at core, any notion of the SCU Brand ultimately comes down to our charter as defined in our State Act and our Strategic Plan – we are a public university seeking to enrich our communities through the excellence of our scholarship and the achievements of our graduates. In this pursuit, we never concede the “three

A's" in any venture: being SCU controls the Admissions standards for entry, we control and have total control over the selection of the Academic Staff teaching into our awards, and we issue the Awards to our standards.

We need to better understand our place in the domestic and global contexts relative to the assets we have - or don't have. We have a core reason for being and we have many years of success in front of us. This enterprise work is designed to integrate and bolster our core operations in the two-plus year mark so that as the Gold Coast offering matures and stabilizes in its growth, or demographic realities (or economic realities) adversely shift against us, we will be diversified and well positioned to have capitalized on additional opportunities that exist and for which the market is prepared to pay.

ENTERPRISE: RECOMMENDATION AND CONCLUSIONS

The Parthenon Group will assist the PVC I&E and the leadership of SCU to develop the Strategic Options Proposal for Southern Cross University at which point further dialogue can occur in an informed fashion as to the most useful enterprise opportunities we should pursue. A short profile is shown in Attachment 3, and more details on the education practice credentials of Parthenon will be made available on www.scu.edu.au/xxx

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Appendix 1: Southern Cross Exchange Partners

GREEN PAPER

Released by SCU under Government Information (Public Access) Act 2009

Country	University	Programs
Austria	Krems	Applied Science
Canada	Brock	A range of programmes
Canada	University of Lethbridge	A range of programmes
Canada	Thompson Rivers University	A range of programmes
Canada	Trent University	A range of programmes
England	Bath University	Sports Science
England	Oxford Brooks University	Tourism
England	University of Hertfordshire	University wide exchange
France	Rennes International School of Business	MBA Trimester courses at our Tweed Heads campus
France	ICN Business School	Business
Germany	Fachhochschule Eberswalde	Forestry
Germany	Hochschule RheinMain - Wiesbaden Business School	Business
Germany	Hochschule Bremen	Business, Tourism, Nursing and Leisure

Hong Kong	City University of Hong Kong	Environmental science
Italy	Free University of Bozen - Bolzano	A range of programmes
India	Nalser School of Law	Law
Japan	Aoyama Gakuin University	University wide exchange
Japan	Kansai Gaidai University	University wide exchange
Japan	Osaka International University	University wide exchange
Netherlands	Stenden Hogeschool-Nederland	Tourism
Netherlands	Hogeschool Voor Economische Studies	Business
Norway	Stavanger University College	Tourism
Spain	Universitat de Barcelona	A range of programmes
Sweden	University of Gavle	University wide exchange
USA	Appalachian State University	University wide exchange

USA	<u>Bowling Green State University</u>	University wide exchange	USA	<u>University of New Orleans</u>	Environmental Science
USA	<u>California Lutheran</u>	University wide exchange	USA	<u>University of Wisconsin Stout</u>	University wide exchange
USA	<u>Northern Arizona University</u>	Forestry	USA	<u>University of Wisconsin-Eau Claire</u>	University wide exchange
USA	<u>Ohio University</u>	University wide exchange	USA	<u>University of Nebraska Lincoln</u>	University wide exchange
USA	<u>Pratt Institute</u>	Visual Arts	USA	<u>Utah State University</u>	Visual Arts
USA	<u>Suny Brockport</u>	Visual Arts			
USA	<u>St Cloud State University</u>	University wide exchange			
USA	<u>University of Massachusetts</u>	University wide exchange			
USA	<u>University of Montana</u>	A range of programmes			

ATTACHMENT 2 – SOUTHERN CROSS COLLABORATIONS TABLE

Information (Access)

on (P)

under Government

SECRET

1ct 2009

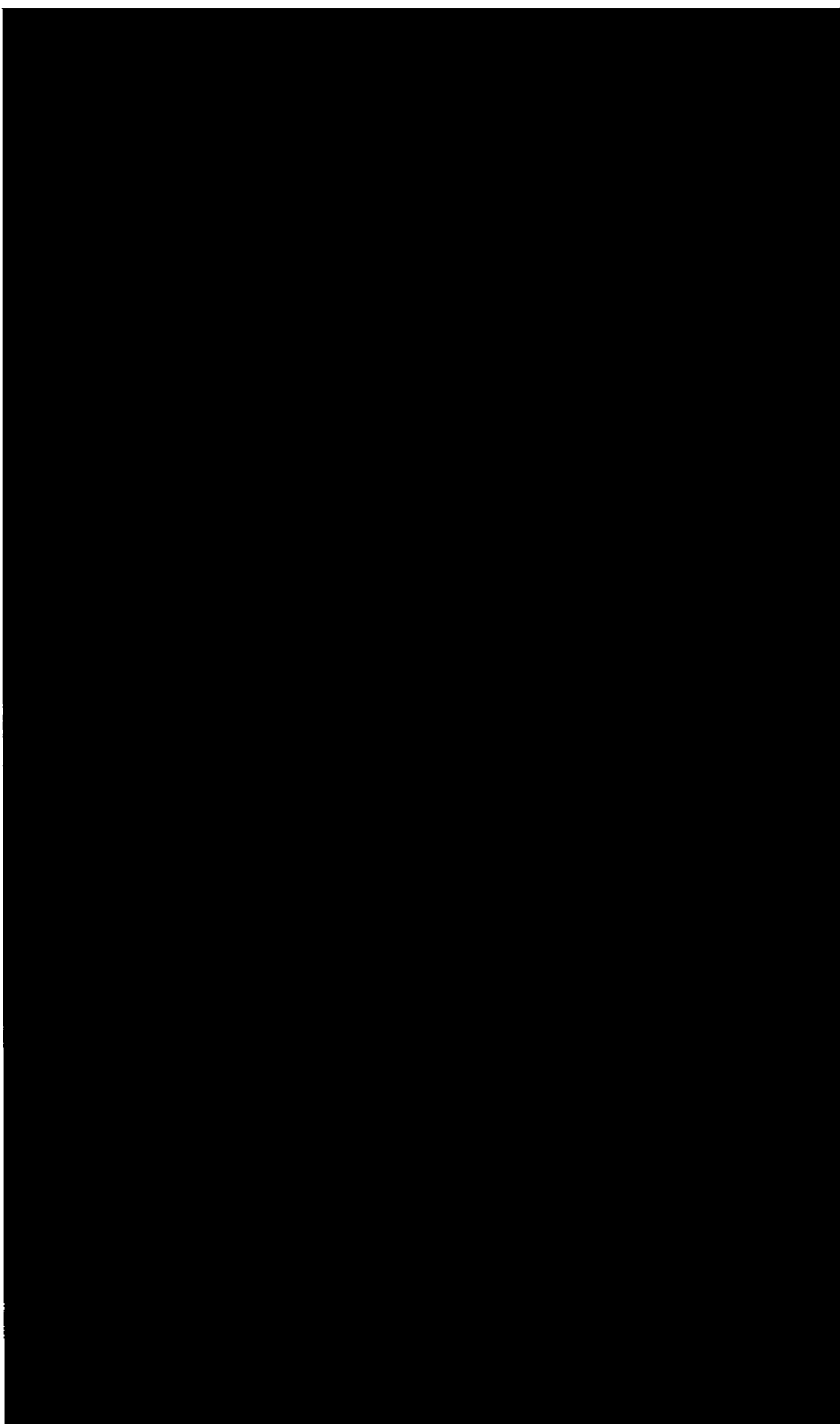
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¹ Business Development or entrepreneurial activities

² <http://www.iie.org/en/research-and-publications/-/media/Files/Services/ProjectAtlas/ProjectAtlas-Trends-and-Global-Data-2011.ashx> [Accessed 12 April, 2012].

³ It must be noted that SCU has several collaborations where we teach-in or co-deliver in part which precludes the notion of "franchise" being applicable to these specific types of operations.

⁴ ie excluding ASTHM, THSS & SCBIT which are not transnational. Refer Attachment two for more details.

⁵ "Material" surplus is a notion of quantum where a surplus (that is excess of revenue earned over direct and indirect expenses) exceeds more than 10% of revenue. This is a measure of return for the effort invested to earn that return.

⁶ Well above the benchmark 10% expected rate of return constituted of the risk free rate of return (3% plus a market risk premium of 6-7%)

⁷ <http://www.universitiesaustralia.edu.au/page/media-centre/2009-media-releases/university-reforms-will-drive-growth/> [accessed 14 May, 2012].

⁸ Such as Laureate's Torrens University (SA), failed or stalled efforts by Kaplan (SA) and Raffles Education Corporation (WA) or Massive Open Online Course transformative offerings from globally established and start-up brands (e.g. MIT, Harvard, Khan Academy, etc) along with Media and Technology firms.

⁹ The Australian Financial Review (Monday, 30 April, 2012), "The Wider The Gates Of Learning, The Greater The Public Pay Off", reproduced at

<http://blogs.unsw.edu.au/knowledgetoday/blog/2012/05/the-wider-learning%E2%80%99s-gates-the-greater-the-public-pay-off/> [Accessed 14 May, 2012].

¹⁰ Australia garners over half a million dollars more worth of additional tax revenue for each individual domestic university graduate. Source: ECONTECH & KPMG 2009b. Economic Modelling Of Improved Funding And Reform Arrangements for Australian Universities. Universities Australia.

¹¹ <https://www.aei.gov.au/Regulatory-Information/Education-Services-for-Overseas-Students-ESOS-Legislative-Framework/National-Code/nationalcodeparta/Pages/ESOSNationalcode-PartA.aspx>

¹² With nearly 10,000 members, NAFSA is the world's largest nonprofit professional association dedicated to international education. NAFSA advances public policies that promote international education and is committed to supporting a broad public dialogue about the value and importance of international education. <http://www.nafsa.org/about/default.aspx> [Accessed 9 June, 2012]

¹³ <http://www.scu.edu.au/teachinglearning/index.php/71>

¹⁴ There are 1,027 programs offered by Australian universities offshore, delivered almost exclusively offshore for the duration of between six months to five years. Eight universities provide offshore programs by distance education and nine deliver some complement of the offshore course in Australia. Most universities provide undergraduate courses as part of their offshore program, while six universities are exclusively dedicated to offshore delivery of postgraduate coursework. The vast majority of offshore programs are delivered in partnership with an international institution, however, there are currently 22 offshore Australian university campuses (AUSTRALIA U. 2012. Universities Australia Submission to the Development of an International Education Strategy for Australia. Canberra: Universities Australia.

- Although establishment of a TNE collaboration requires investment of time and money, a teach-out of same will require more of both limited resources;
- SCU's engagement in TNE collaborations has not been balanced across Schools: the 'business schools' that previously constituted the Faculty of Business & Law, account for the vast majority of SCU's TNE collaborations;
- SCU's engagement with scholarly research has been particularly limited with virtually no research outcomes from cooperation with the relevant partner institutions other than some minor outputs relating to the DBA awards with a limited number of partners;

- When SCU entered into its past (and current) TNE collaborations, it did so almost entirely with teaching-only institutions or divisions, and with the exception of one case, it did not take strategic steps to generate research outcomes;
- When measured as a financial contribution per unit of academic labour consumed, a number of smaller TNE collaborations have not produced material financial contributions; given that academic labour is a significant constraining resource for most Schools, this consideration necessitates more strategic consideration of future and current TNE collaborations;
- Achievements in increased numbers of SCU graduates in Asia have been notable as a function of near half the EFTSL international student load of the University has been off-shore;
- Those internationally-based SCU graduates are now proceeding into middle and senior ranks in their respective carriers and organisations in parts of the world with substantial economic growth;
- It is apparent that SCU is incapable of turning an offshore provider into a more reputable institution over time unless that provider wishes to garner such a change via its collaboration with SCU;
- A variable that previously had been subsumed in importance below the desire to increase revenue, has been partner quality and conducting the necessary due diligence thereof in advance of full engagement. SCU cannot afford the consequential reputational risk that arises from low quality partners and so future TNE collaborations need to place greater weighting on the appropriate 'fit' and credentials of the potential partner;

A positive benefit from SCU's TNE collaborations has been the diversification of risk associated with other funding sources arising from the fact that enrolments in offshore programs may be mostly not associated with changes impacting on domestic revenue sources (including onshore international enrolments, domestic enrolments and government funding regime changes).

¹⁶ Where PPP GDP is currently below \$10,000USD and expected to grow. Source: British Council (2012)

¹⁷ Table 4.2 of the 2012 British Council report lists the top Chinese research institutions (HE and government) for international collaboration (2005–2009) (Scopus data); page 53.

¹⁸ I posit that this perspective necessarily includes a consideration of indigenous perspectives, however positioned within the broader context of a globalized world community and labour market.

¹⁹ As the products of the higher educational systems now have to compete in an open market economy, there is now a need to ensure that credentials obtained from HEIs from different countries are equivalent. Thus, the quality of one student's credentials is no longer assessed in terms of local standards; there are now regional and international standards against which credentials are evaluated (e.g. Bologna standards).

²⁰ These are efforts institutions take for competitive advantage in a cluttered global environment and for brand differentiation. [Source: pp21: KNIGHT, J. 2004. Internationalization Remodeled: Definition, Approaches, and Rationales. *Journal of Studies in International Education*, 8, 5-31.]

²¹ Including through the use of technology (e.g. Our own LMS, iTunesU, open-content, etc).

²² The concept of twinning programs involves the implementation of a fully taught educational degree program in two sites, the provider institution in one country and a host institution in another country.

²³ Articulation programs are in many ways similar to twinning programs. However, the students are not enrolled in a program of a foreign country. They are still enrolled in a program in a local institution. However, the credits earned in the local institution are fully recognized for credit by the provider institution. This recognition facilitates the lateral entry or admission of students to the programs of the foreign provider institution. So for example, the first two years of study in a local university will earn the student a diploma or an associate degree from the local university.

²⁴ Examples include:

<http://w3.unisa.edu.au/global/experience/whatisge/default.asp>

<http://www.international.mq.edu.au/glp>

<http://umt.edu/gli/>

<http://www.students.ubc.ca/global/learning-abroad/programs-at-a-glance/>

²⁵

Student Participation (Interim Indicator)

Low SES Undergraduates (Interim Indicator)	Southern Cross University Benchmark Group State - New South Wales Sector	2 201 16 993 25 490 78 169	2 208 17 997 27 451 82 946
Participation Rate	Southern Cross University Benchmark Group State - New South Wales Sector	22.82% 17.22% 14.36% 14.13%	23.40% 17.36% 14.78% 14.29%

²⁶ The participation rate is the proportion that the Low SES Interim Indicator represents of all undergraduate students.

Source: 2011 Institutional Performance Portfolio, supplied 14 July, 2012 from SCU Planning, Quality and Review

²⁷ http://www.intlalliance.org/fileadmin/user_upload/temp_IALEI_E-Newsletter_04_2012.pdf [accessed 13 May, 2012]

<http://charlesclarke.org/wp-content/uploads/2012/03/INTO-Manifesto.pdf> [accessed 13 May, 2012]

2009 great campuses



Southern Cross
University
campuses
are located at
Lismore, Coffs
Harbour and
Tweed Heads
with a new Gold
Coast campus
to open in
2009.

Lismore

www.scu.edu.au/lismore

Located in the vibrant Northern Rivers of NSW, the Lismore campus is set on more than 75 hectares of lush, landscaped gardens and rainforest walkways. Students enjoy Goodman Plaza, the heart of student life on campus and home to the Student Services complex.

A new Leisure Centre with health and fitness facilities including a pool, combined with a social hub for students and the community, is scheduled for completion in 2008.

Lismore campus houses specialist facilities for many different disciplines. Law students are well served by the Moot Court and Law library. Nursing and tactile therapy laboratories, sport and exercise science facilities including a biomechanics laboratory and the natural and complementary medicine clinic and medicinal plant herbarium are located at Lismore.

The campus is a cultural hub where creativity and passion thrive, reflecting the region's vibrant arts and music scene. Contemporary music, visual arts and media students have access to purpose-built facilities. Arts students utilise studios for painting, printmaking, 3D and digital art and design. Music students work in a simulated industry environment housed in a specialised music building with acoustic and recording facilities.

The Northern Rivers region offers an attractive lifestyle to students. Lismore campus is situated in lush, verdant countryside less than three hours drive to Brisbane and 40 minutes to

iconic Byron Bay. Students enjoy international events such as the Blues and Roots Festival, Splendour in the Grass and the Byron Bay Writers Festival. Lismore is proud to be a university city, and students are very welcome members of the community, enjoying a relaxed yet cosmopolitan environment in which to pursue their studies.

Coffs Harbour

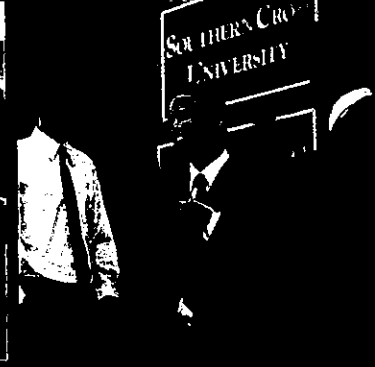
www.scu.edu.au/coffsharbour

The Coffs Harbour campus offers a friendly learning environment and contemporary teaching facilities including a purpose-built nursing laboratory, complete with simulated wards, and specialised early childhood teaching facilities. The highly regarded courses at Coffs Harbour include business, hotel and resort management, psychology, teacher education, arts, social sciences and information technology.

A new sports hall and fitness centre is scheduled for completion in 2008. Student accommodation in a peaceful bush setting is located just minutes away from the main academic precinct.

Coffs Harbour has a population of more than 60,000 and is located on the coast and near World Heritage rainforest. The campus is situated on the southern side of the city, minutes from international-standard sporting facilities, the airport and spectacular beaches.

Released by SCU under information access



Southern Cross University is a partner in the National Marine Science Centre adjacent to the Solitary Islands Marine Park, which provides a perfect setting for students and researchers to excel in the study of marine science and management.

The University works closely with organisations throughout the region and students take the opportunity to become active members of the community.

Tweed Gold Coast **www.scu.edu.au/goldcoast**

Southern Cross University is expanding its presence at Tweed Gold Coast with the development of a new campus. The location, at the southern end of the Gold Coast, will offer some great lifestyle benefits for students. Students applying to study in Semester One 2009 will be admitted into the current Tweed

Heads campus and will be moving into the new Gold Coast campus when the foundation building is completed.

A master plan has been developed for the site which features contemporary architecture and landscaping, with formal and informal learning spaces, on-site parking and the latest technology to provide students with greater freedom to study how, when and where they want.

Southern Cross University has forged strong links with business, professional and community organisations in the Tweed Gold Coast region.

The Hotel School Sydney **www.hotelschool.scu.edu.au**

Southern Cross University offers its award winning Bachelor of Business in Hotel Management through The Hotel School Sydney in partnership with Mulpha Australia. The course focuses on hotel operational skills and management practice in tourism and hospitality industries.

The Hotel School Sydney is located in Macquarie Street in the heart of the city. Mulpha Australia's hotel portfolio includes the five-star InterContinental Hotel which is adjacent to the School.

**All Southern Cross University
campuses are linked electronically
for coursework and research
purposes.**



2010

great campuses

lismore

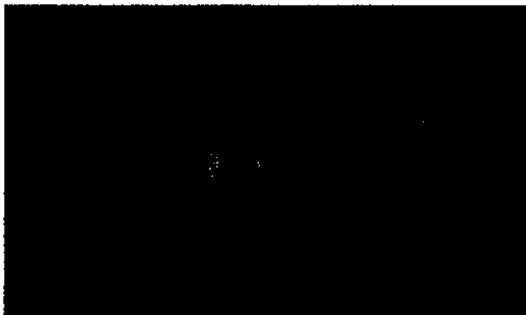
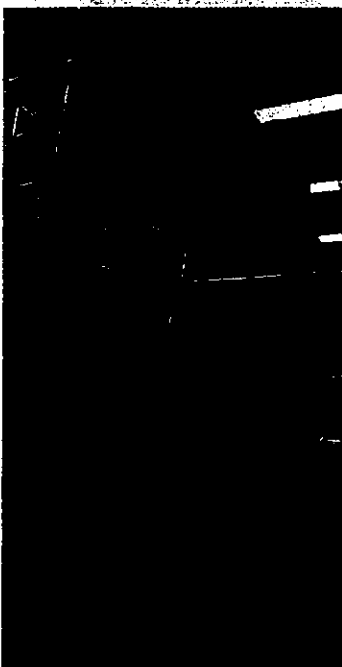
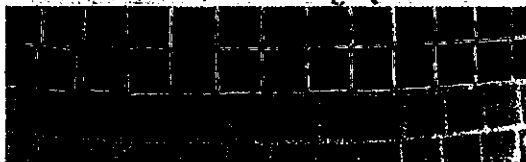
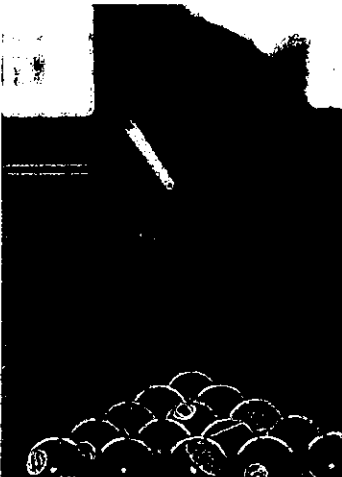
www.scu.edu.au/lismore

Located in the Northern Rivers of NSW, the Lismore campus is set on more than 75 hectares of lush, landscaped gardens and rainforest walkways.

The Student Centre in Goodman Plaza is the heart of student life on campus, featuring a one-stop-shop for enquiries, with both self-help facilities and highly trained staff available to assist students. The Student Centre is also a place to relax and catch up and is a venue for student clubs and gatherings.

The Leisure Centre features health and fitness facilities including a gym with a swimming pool to open in 2009, combined with a social hub for students.

Lismore campus houses many specialist teaching facilities. Environmental science laboratories, nursing and tactile therapy laboratories, exercise science facilities including a biomechanics laboratory, the law moot court, the natural and complementary medicine clinic and medicinal plant herbarium are located here.



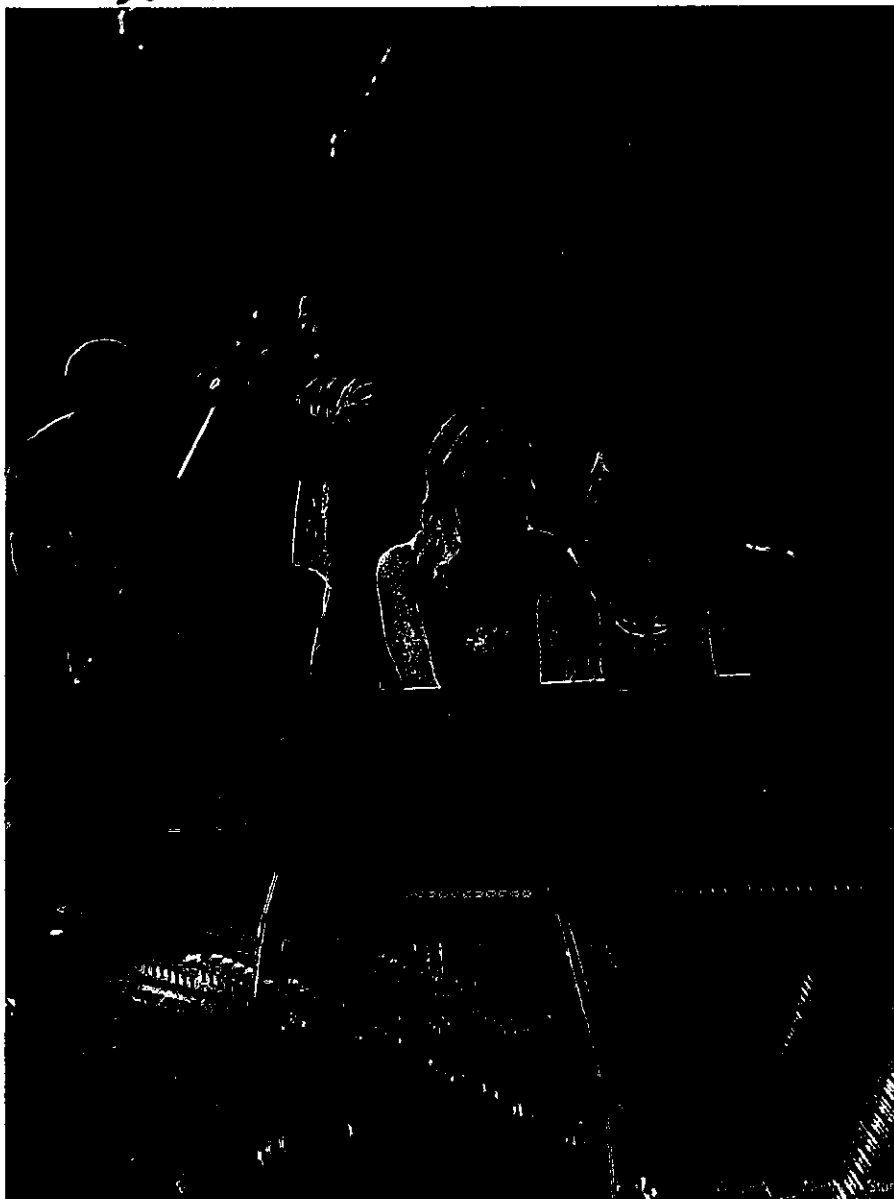
Lismore campus
is a cultural hub
where creativity
and passion thrive,
reflecting the
dynamic arts and
music scene of the
Northern Rivers.

Contemporary music, visual arts
and media students have access to
purpose-built studios.

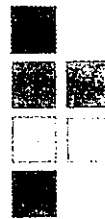
Contemporary music students work
in a simulated industry environment
housed in a specialised music
building with high quality acoustic
and recording facilities. A new
teaching and performance space,
Studio One29, provides students with
the perfect venue for honing their
performance skills.

Visual arts students utilise painting,
printmaking, 3D and digital art and
design studios.

Media students work in dedicated
production facilities including a
newsroom, a multi-camera television
studio, digital editing suites, radio
broadcast and editing studios, and a
multimedia computer laboratory.



Released by [redacted] under [redacted]



The Northern Rivers region provides an attractive lifestyle to students. Lismore campus is less than three hours drive to Brisbane and under an hour to iconic Byron Bay. Students enjoy international events such as the Blues and Roots Festival, Splendour in the Grass and the Byron Bay Writers Festival. Lismore is proud to be a university city, and students are very welcome members of the community, enjoying a relaxed yet cosmopolitan environment in which to pursue their studies.



coffs harbour

www.scu.edu.au/coffsharbour

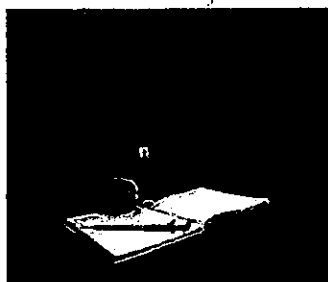
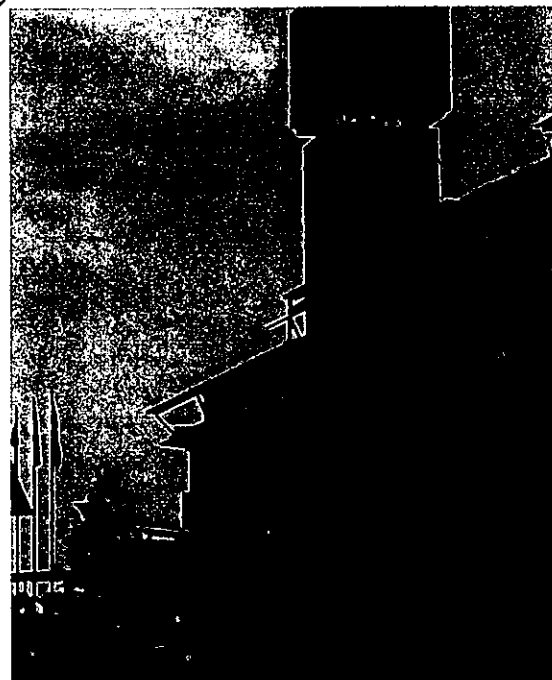
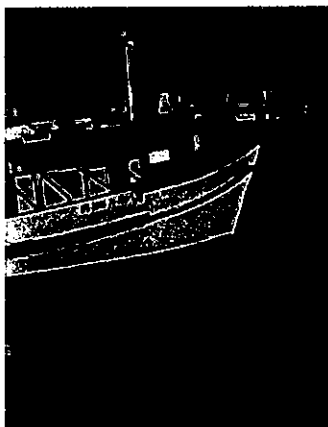
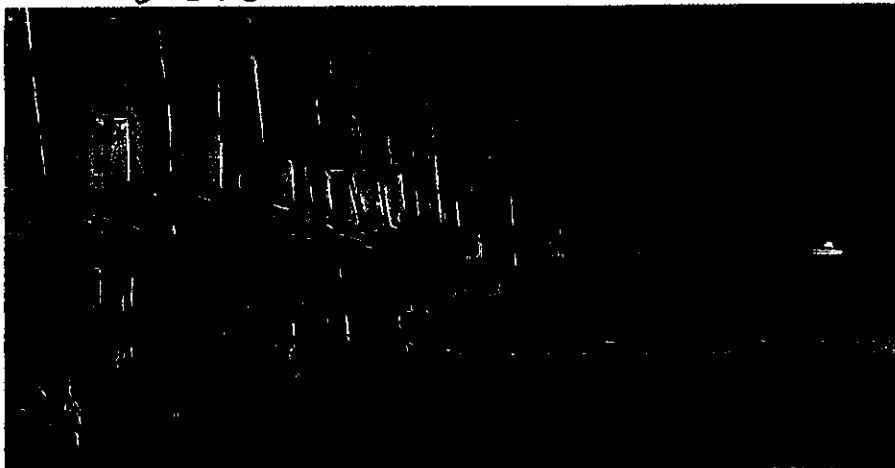
The Coffs Harbour campus offers a friendly learning environment and contemporary teaching facilities including a purpose-built nursing laboratory, complete with simulated wards.

Courses at Coffs Harbour include business, hotel and resort management, psychology, nursing, early childhood education, secondary education, arts, social sciences and information technology. A new sports hall and fitness centre is expected to be completed in 2009. Student accommodation in a peaceful bush setting is located a short stroll from the main academic precinct.

Coffs Harbour has a population of more than 60,000 and is located on the coast and near World Heritage rainforest. The campus is situated on the southern side of the city, minutes from international standard sporting facilities, the airport and spectacular beaches.

Southern Cross University is a partner in the National Marine Science Centre adjacent to the Solitary Islands Marine Park, which provides a perfect setting for students and researchers to excel in the study of marine science and management.

The University works closely with organisations throughout the region and students take the opportunity to become active members of the community.





2011

LISMORE

www.scu.edu.au/lismore

Lismore is a regional city located in the Northern Rivers region of New South Wales, with a population of around 46,000 people. The campus occupies 75 hectares of lush, sub-tropical grounds including landscaped gardens and rainforest walkways.

The Student Centre in Goodman Plaza is the heart of student life on campus, featuring a one-stop-shop for enquiries, with both self-help facilities and highly trained staff available to assist students. The Student Centre is also a place to relax and catch up and is a venue for student clubs and gatherings. The Leisure Centre features health and fitness facilities including a gymnasium and swimming pool, combined with a social hub for students.

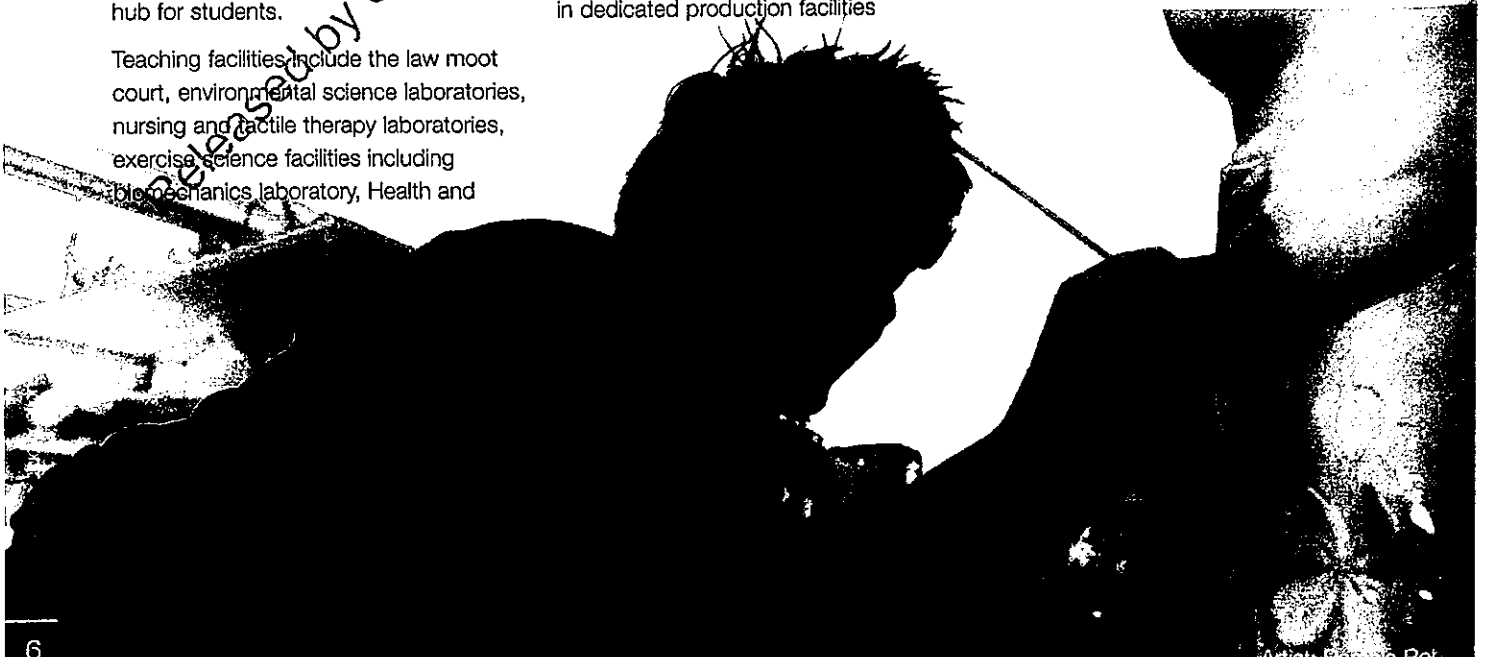
Teaching facilities include the law moot court, environmental science laboratories, nursing and tactile therapy laboratories, exercise science facilities including biomechanics laboratory, Health and

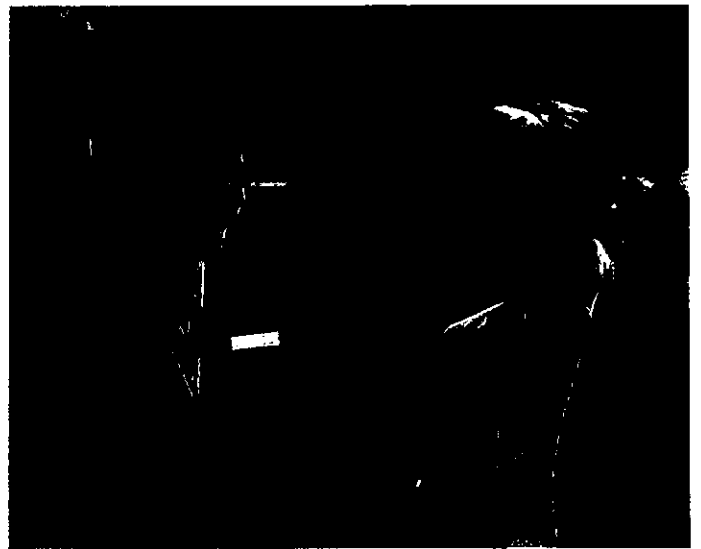
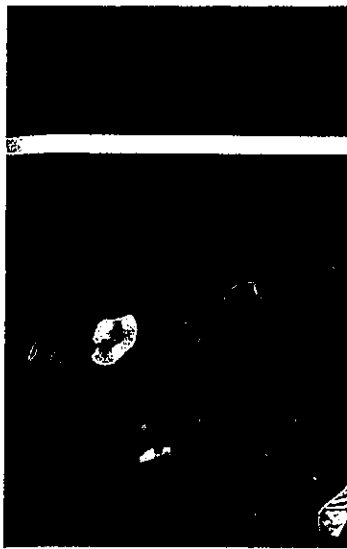
Wellbeing Clinic and medicinal plant herbarium.

Lismore campus is a cultural hub where creativity and passion thrive, reflecting the dynamic arts and music scene of the Northern Rivers. Contemporary music, visual arts and media students have access to purpose-built studios. Visual arts students utilise painting, printmaking, 3D and digital art and design studios. Contemporary music students work in a simulated industry environment housed in a specialised music building with high quality acoustic and recording facilities. The teaching and performance space, Studio One29, provides students with the perfect venue for honing their performance skills. Media students work in dedicated production facilities

including a newsroom, multi-camera television studio, digital editing suites, radio broadcast and editing studios, and a multimedia computer laboratory.

The Northern Rivers region provides an attractive lifestyle to students and is close to stunning coastal destinations. The city has a domestic airport, is less than an hour's drive to Byron Bay and under three hours drive to Brisbane. Students enjoy international events such as the Blues and Roots Festival and Byron Bay Writers Festival. Lismore is proud to be a university city, and students are very welcome members of the community, enjoying a relaxed yet cosmopolitan environment in which to pursue their studies.





2011

COFFS HARBOUR

www.scu.edu.au/coffsharbour

Coffs Harbour is a popular tourist destination on the Mid North Coast of New South Wales, and features beautiful beaches and a lush, coastal hinterland. The Coffs Harbour campus offers a friendly learning environment and contemporary teaching facilities. Courses at Coffs Harbour campus include business, hotel and resort management, psychology, nursing, early childhood education, primary and secondary education, arts, social sciences and information technology.

Facilities include purpose-built nursing laboratories, complete with simulated wards. The recreation hall and fitness centre provides a venue for a variety of sporting activities. The contemporary campus is part of an education precinct, with the University co-located with a Technical and Further Education (TAFE) facility and a secondary school.

Coffs Harbour has a population of more than 65,000 people and is located on the coast and near World Heritage listed rainforest. The city has several

spectacular surfing beaches and is gateway to the remarkable Solitary Islands Marine Park. The campus is situated on the southern side of the city, minutes from international standard sporting facilities, the airport and spectacular beaches.

The University operates the National Marine Science Centre in Coffs Harbour, located adjacent to the Solitary Islands Marine Park, a protected marine habitat.

The Centre provides a perfect setting for third-year marine science students and researchers to undertake fieldwork and excel in their studies. Facilities include a flow-through seawater system that supplies laboratories, a tank farm, aquarium room and hatchery. The Centre operates a survey and research vessel, SCUBA support and analytical and sampling equipment.

THE HOTEL SCHOOL SYDNEY

www.hotelschool.scu.edu.au

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2012



Lismore

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Teaching spaces include the law moot court, environmental science laboratories, nursing and tactile therapy laboratories, and exercise science facilities including a biomechanics laboratory and medicinal plant herbarium.

The SCU Health Clinic, a professional natural medicine health service for the campus community and the general public, also provides opportunities for clinical experience for students studying health degrees.

The Lismore campus is a cultural hub where creativity and passion thrive, reflecting the dynamic arts and music scene of the Northern Rivers. Contemporary music, visual arts and media students have access to purpose-built studios. Visual arts students utilise painting, printmaking, 3D and digital art and design studios. Contemporary music students work in a simulated industry environment housed in a specialised music building with high quality acoustic and recording facilities. The teaching and performance space, Studio One29, provides students with the perfect venue for honing their performance skills. Media students work in dedicated production facilities including a newsroom, multi-camera television studio, digital editing

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Lismore is proud to be a university city, and students are very welcome members of the community, enjoying a relaxed yet cosmopolitan environment in which to pursue their studies.

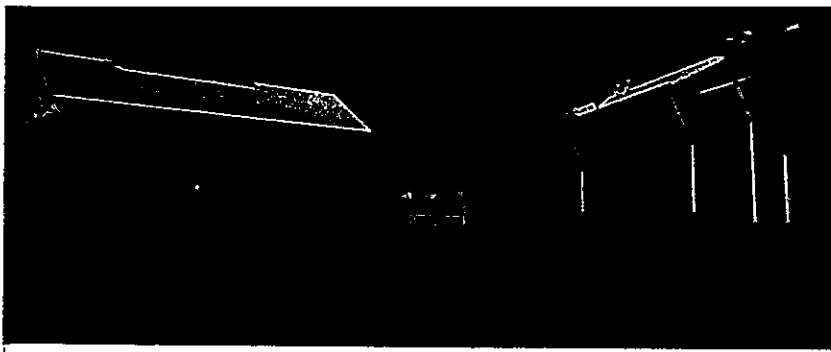
Campus tours

If you would like to book your personalised campus tour

Freecall: 1800 626 481

Email: campustours@scu.edu.au





2012

Coffs Harbour

www.scu.edu.au/coffsharbour

Coffs Harbour is a thriving city and popular tourist destination on the Mid North Coast of New South Wales, featuring beautiful beaches and a lush, coastal hinterland. The Coffs Harbour campus offers a friendly learning environment and contemporary teaching facilities. Courses at Coffs Harbour campus include business, information technology, international hospitality management, psychology, nursing, early childhood education, primary and secondary education, arts and social sciences and marine science.

Facilities include purpose-built nursing laboratories, complete with simulated wards.

Planned new facilities at the campus will include specialised teaching spaces for education students, a human biosciences laboratory, purpose-built psychology research facilities and a 'new technologies' laboratory for information technology students.

The gathering space in the heart of the campus is the ideal place for student activities or to relax with friends. The recreation hall and fitness centre provides a venue for a variety of sporting activities. The contemporary campus is part of an education precinct, with the University co-located with North Coast TAFE, a technical and further education facility and a secondary school.

Coffs Harbour has a population of more than 65,000 people and is located on the coast and near World Heritage-listed rainforest. The city has several spectacular surfing beaches and is gateway to the remarkable Solitary Islands Marine Park, a protected marine habitat. The campus is situated on the southern side of the city, minutes from international standard sporting facilities and the airport.

The University operates the National Marine Science Centre in Coffs Harbour, in walking distance to Charlesworth Bay and adjacent to the Solitary Islands Marine Park. The Centre provides a perfect setting for third-year marine science students and researchers to undertake fieldwork. Facilities include a flow-through seawater system that supplies laboratories, a tank farm, aquarium room and hatchery. The Centre operates a survey and research vessel, SCUBA support and analytical and sampling equipment.

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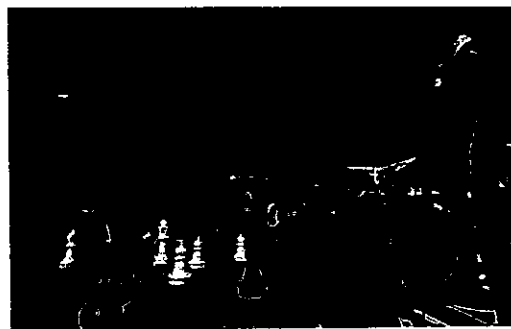
The Hotel School Sydney

www.hotelschool.scu.edu.au

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The Hotel School Sydney is located in Macquarie Street in the heart of the city. Mulpha Australia's hotel portfolio includes the five-star hotel, InterContinental Sydney, which is adjacent to the School.





Lismore

scu.edu.au/lismore

2013

Lismore is a vibrant regional city located in the Northern Rivers region of New South Wales, with a population of around 46,000 people. The campus occupies 75 hectares of lush, sub-tropical grounds including landscaped gardens and rainforest walkways.

The Student Centre in Goodman Plaza is the heart of student life on campus, featuring a one-stop-shop for enquiries, with both self-help facilities and highly trained staff available to assist students. The Student Centre is also a place to relax and catch up and is a venue for student clubs and gatherings. The SCU Gym and Pool features health and fitness facilities including a heated indoor swimming pool.

Teaching spaces include the law moot court, environmental science laboratories, nursing and tactile therapy laboratories, and exercise science facilities including a biomechanics laboratory and medicinal plant herbarium.

The SCU Health Clinic provides professional quality allied health services to the general public, students and staff. The clinic also provides opportunities

for clinical experience for SCU students studying health degrees. Services available are naturopathy, osteopathy, acupuncture, psychology, exercise physiology and there is a mental health nurse practitioner.

The Lismore campus is a cultural hub where creativity and passion thrive, reflecting the dynamic arts and music scene of the Northern Rivers. Contemporary music, visual arts and media students have access to purpose-built studios. Visual arts students utilise painting, printmaking, 3D and digital art and design studios. Contemporary music students work in a simulated industry environment housed in a specialised music building with high quality acoustic and recording facilities. The teaching and performance space, Studio One29, provides students with the perfect venue for honing their performance skills. Media students work in dedicated production facilities including a newsroom, multi-camera television studio, digital editing suites, radio broadcast and editing studios, and a multimedia computer laboratory.

The Northern Rivers region provides an attractive lifestyle for students and is close to stunning coastal destinations. The city has a domestic airport, is less than an hour's drive to Byron Bay and under three hours' drive to Brisbane. Students enjoy international events such as the Blues and Roots Festival and Byron Bay Writers' Festival.

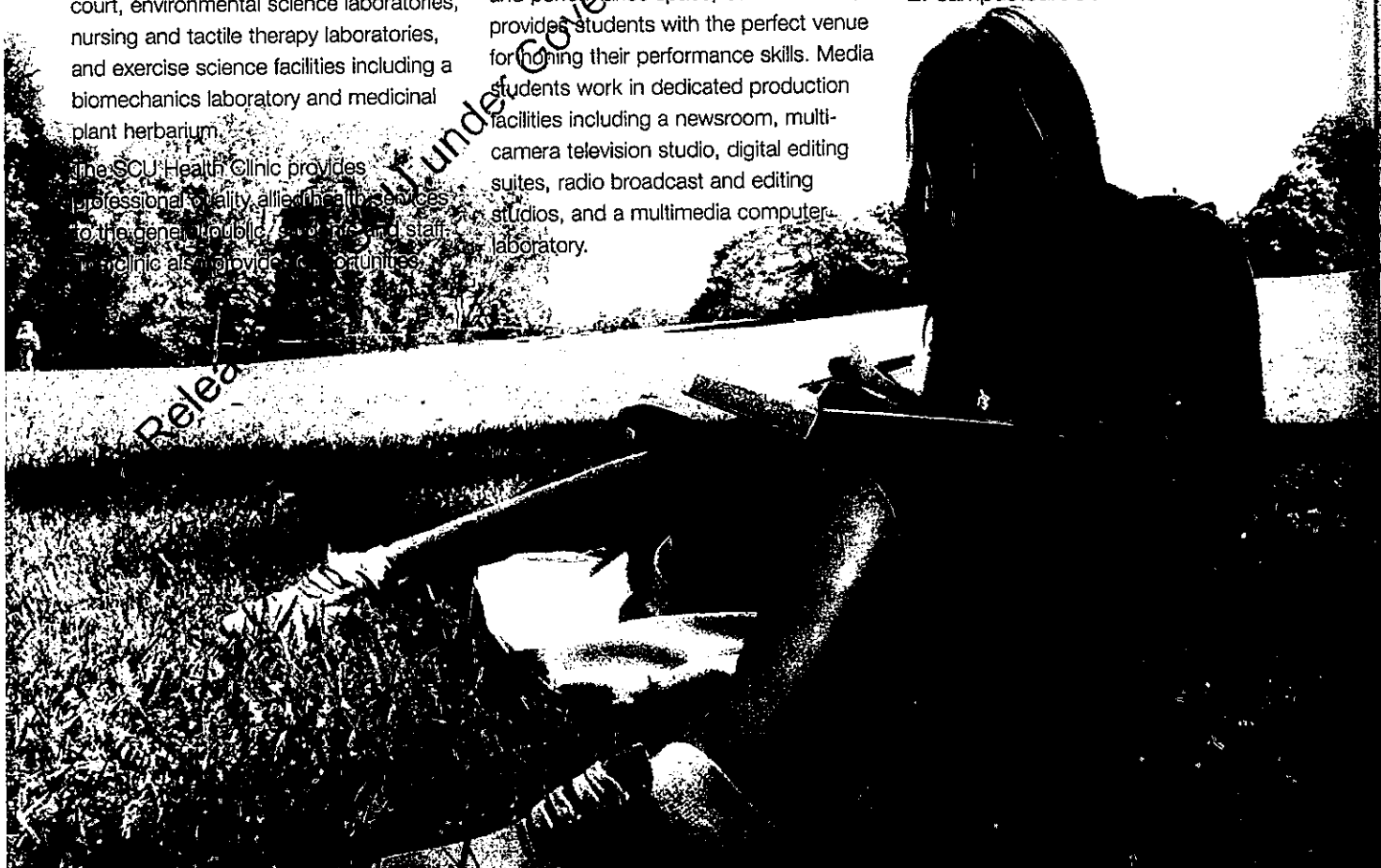
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Coffs Harbour

scu.edu.au/coffsharbour

Coffs Harbour city is a popular tourist destination on the Mid North Coast of New South Wales, with a population of about 72,000. It features beautiful beaches and a lush, coastal hinterland. The Coffs Harbour campus offers a friendly learning environment and contemporary teaching facilities. Courses at Coffs Harbour campus include business, information technology, applied computing, international hospitality management, psychology, nursing, midwifery, early childhood education, primary and secondary education, arts and social sciences.

Facilities include purpose-built nursing laboratories, complete with simulated wards.

New facilities opened in early 2012. They include specialised teaching spaces for education students, a human biosciences laboratory, purpose-built psychology research facilities and a 'new technologies' laboratory for information technology students.

The gathering space in the heart of the campus is the ideal place for student activities or to relax with friends. The recreation hall and fitness centre provides a venue for a variety of sporting activities.

2013

The campus is situated on the southern side of the city, minutes from international standard sporting facilities and the airport.

It is part of an education precinct, with the University co-located with North Coast TAFE (a technical and further education facility) and a secondary school.

Coffs Harbour is located near World Heritage-listed rainforest areas. The city has several spectacular surfing beaches and is the gateway to the remarkable Solitary Islands Marine Park, a protected marine habitat.

The University operates the National Marine Science Centre in Coffs Harbour, on the northern side of the city, in walking distance to Charlesworth Bay, and adjacent to the Solitary Islands Marine Park.

The Centre provides a perfect setting for third-year marine science students and researchers to undertake fieldwork. Facilities include a flow-through seawater system that supplies laboratories, a tank farm, aquarium room and hatchery. The Centre operates a survey and research vessel, and provides scuba support and analytical and sampling equipment.

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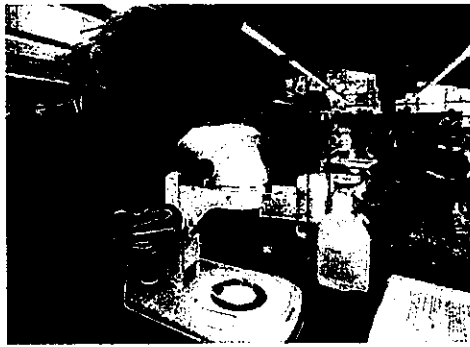
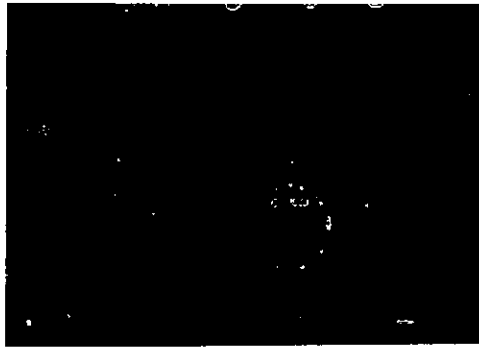
The Hotel School Sydney

hotelschool.scu.edu.au

Southern Cross University offers the Bachelor of Business (Hotel Management) at The Hotel School Sydney in partnership with MHI, The Australia Hotel Association. This full-time, paid course focuses on management practice in hospitality industries, and the skills needed for employment in a competitive and changing global business environment.

The Hotel School Sydney is located in Macquarie Street and Phillip Street in the heart of the city, Mulpha Australia's hotel portfolio includes the five-star hotel InterContinental Sydney, in close proximity to the School.





Lismore

scu.edu.au/lismore

Excellent teaching, learning and research facilities are located at the Lismore campus.

There is a law moot court and environmental science laboratories with advanced analytical equipment.

Health and sport science students access laboratories for anatomy and physiology, a specialised wet lab, and laboratories for nursing, biomechanics and biochemistry, as well as a weights room and sports hall.

The public SCU Health Clinic provides professional allied health services to the general public, students and staff. It also provides opportunities for clinical experience for SCU students studying health degrees. The SCU Gym and Pool features health and fitness facilities including a heated indoor swimming pool.

The Lismore campus is a cultural hub where creativity and passion thrive, reflecting the dynamic arts and music scene of the Northern Rivers.

Visual arts students utilise the painting, printmaking, 3D and digital art and design studios. Contemporary music students

work in a simulated industry environment housed in a specialised music building with high quality acoustic and recording facilities. The teaching and performance space, Studio One29, provides students with the perfect venue for honing their performance skills. Media students work in dedicated production facilities including a newsroom, multi-camera television studio, digital editing suites, radio broadcast and editing studios and a multimedia computer laboratory.

The Student Centre in Goodman Plaza is the heart of student life on campus, featuring a one-stop-shop for enquiries, with both self-help facilities and highly trained staff available to assist students. It is also a place to relax and catch up and is a venue for student clubs and gatherings.

The University has announced a \$38 million investment in a new Learning Centre and the creation of a science and engineering precinct following a \$27.9 million grant from the federal government.

Lismore is a vibrant regional city located in the Northern Rivers region of New South Wales, with a population of around 43 000 people. The campus occupies 75 hectares of lush, subtropical grounds including landscaped gardens and rainforest walkways. The region provides an attractive lifestyle for students and is close to stunning beaches. The city has a domestic airport, is less than an hour to Byron Bay and under three hours' drive to Brisbane. Students enjoy international events such as the Byron Bay Bluesfest and Byron Bay Writers' Festival.

Lismore is proud to be a university city, and students are very welcome members of the community, enjoying a relaxed yet cosmopolitan environment in which to pursue their studies.

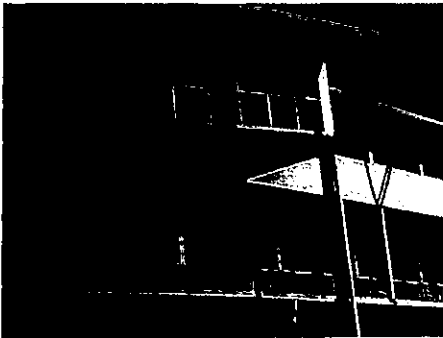
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Coffs Harbour

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The Coffs Harbour campus offers a friendly learning environment and contemporary teaching facilities. Courses at Coffs Harbour campus include arts and creative writing, business, education (early childhood, primary and secondary), information technology and applied computing, international hospitality management, nursing, midwifery, psychology and social science.

Facilities include purpose-built nursing laboratories, complete with simulated wards, specialised teaching spaces for education students, a human biosciences laboratory and purpose-built psychology research facilities.

The gathering space in the heart of the campus is the ideal place for student activities or to relax with friends. The recreation hall and fitness centre provides a venue for a variety of sporting activities.

The campus is situated on the southern side of the city, minutes from international standard sporting facilities and the airport.

It is part of an education precinct, with the University co-located with North Coast TAFE (a technical and further education facility) and a senior high school.

2014

The Coffs Harbour region is a popular tourist destination on the Mid North Coast of New South Wales, with a population of just under 70 000. It features beautiful beaches and a lush, coastal hinterland.

Coffs Harbour is located near World Heritage-listed rainforest areas. The city has several spectacular surfing beaches.

The University operates the National Marine Science Centre in Coffs Harbour, on the northern side of the city, in walking distance to Charlesworth Bay, and adjacent to the Solitary Islands Marine Park, a protected marine habitat.

The Centre provides a perfect setting for third-year marine science students and researchers to undertake fieldwork. Facilities include a flow-through seawater system that supplies laboratories, a tank farm, aquarium room and hatchery. The Centre operates a survey and research vessel, and provides scuba support and analytical and sampling equipment.

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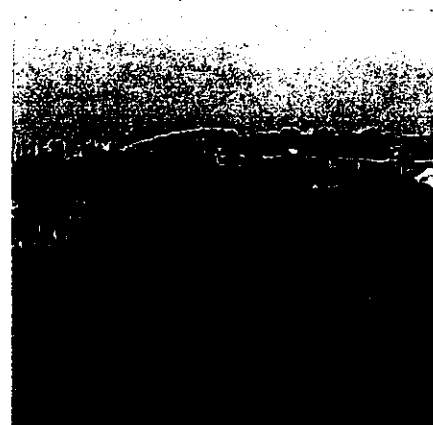
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The Hotel School Sydney

hotelschool.scu.edu.au

Southern Cross University offers the Bachelor of Business in Hotel Management at The Hotel School Sydney in partnership with Mulpha Australia. This full-fee paying course focuses on management practice in hospitality industries and the skills needed for employment in a competitive and changing global business environment.

The Hotel School Sydney is positioned in the heart of the central business district, with the Harbour, Opera House and Royal Botanic Gardens on its doorstep. It is also in close proximity to a range of major hotels.



① Introduction

This report reviews the roles and responsibilities of the University's student recruitment activities. The University is faced with a rapidly changing internal and external environment prompting the need to review a number of key activities.

Key factors taken into account in this review include:

- The opening of the new Gold Coast campus in 2010.
- Increased levels of competition in the higher education sector.
- The need to more closely align our student recruitment activities with the profile of our student cohort and target audiences. Specifically there is a need to focus more of the activities within the SCU footprint and to develop strategies that target the non-school leaver market.
- The need for the University to develop stronger relationships with high schools at a discipline specific level.

② Current activities

At present student recruitment activities are spread across a broad geographic area from Sydney to Brisbane, extending west to Bathurst and Dubbo, New England and areas of South West QLD. We also attended a number of one off recruitment events in Melbourne, the Sunshine Coast, Canberra and Wollongong.

Specific recruitment activities in 2008 included:

- An annual Universities Roadshow/Showcase: a collective effort with other universities that visits most high schools within the region targeting Year 11 and 12 students.
- Attendance at all high school career markets and tertiary information days.
- Year 10 subject selection information sessions.
- An event for Year 11 prospective students at the Coffs Harbour and Lismore campuses – Senior Schools Day.
- Visits to all high schools in the region to present to interested Year 12 students.
- Managing high school relationships primarily through high school career advisors.
- Running career advisor campus tours and information events.

The University receives very positive feedback from regional high schools and career advisors for our student recruitment activities and applications from Year 12 students appears buoyant. However, as shown in Appendix 1 most SCU students are drawn from within the coastal strip from Sydney to Brisbane and 70% of our students are non school leavers (people not EFTSL).

The objective for the future is to more clearly focus recruitment activities to reflect our student profile. The opportunity exists to build on our strengths, intensify recruitment in our primary markets and develop innovative approaches to servicing some of the more remote locations that make up our secondary markets.

③ Recommendations adopted for 2009

The following recommendations were discussed at the Marketing and Media planning workshop on 25 November, 2008 and form the basis of the 2009 student recruitment plan.

Recommendation 1

Student recruitment activities need to be more focused on growing market share within the SCU footprint.

Recommendation 2

Student recruitment activities need to have a greater emphasis on the non-school leaver market, and a richer interaction with the school leaver market.

Recommendation 3

A more sophisticated student recruitment plan for the Sydney market needs to be developed, given its importance as a source of both on-campus and distance education students.

Recommendation 4

The student recruitment activities need to use technology and other means of engagement to service prospective students in secondary markets.

Recommendation 5

The student recruitment activities need to support discipline specific recruitment activities both on and off campus, targeting both school leavers and non school leavers.

Recommendation 6

Student recruitment activities need more proactive planning, reporting and measurement. This will assist with building better communication within the student recruitment team and the rest of SCU as well as providing a mechanism for review and continuous improvement.

Recommendation 7

An annual forum bringing school principals and senior academic leaders of the University together on an annual basis in each of our regions will be developed. In 2008, Marketing supported the NSW Principals' Conference held at the Gold Coast.

Released by SCU under Government Information Act 2009

④ Review of roles and responsibilities

An additional position has been added to the student recruitment team in 2009. The new position is based at the Gold Coast to support the opening of the new campus. This addition will enable us to narrow the geographic territory managed by each staff member and allows the student recruitment team to take on new activities based on the guidelines above.

Geographic territory

Gold Coast position:

Greater Gold Coast with responsibility for the major QLD career markets.

Lismore position:

Northern Rivers, North West NSW and New England with responsibility for the major NSW career markets.

Coffs position:

Grafton, Coffs Coast, Newcastle/Hunter and assisting with major metropolitan career markets.

Innovative ways of supporting the more remote regions we have previously been visiting such as the Sunshine Coast, Illawarra, Central West, Central Coast and Canberra will be developed exploring the use of technology and other communication channels.

Areas of responsibility

The student recruitment officers will maintain a whole of university approach for the purposes of career markets, school visits and other general recruitment activities within specified geographic locations. For example the Coffs Harbour based position will recruit students from the southern part of the SCU footprint for all campuses and distance education. Each student recruitment officer will also have campus specific responsibilities, for example running Senior Schools day and other events.

Additionally, each Student Recruitment Officer will have responsibility to work with a number of specific discipline areas within the University to assist the academic schools to build relationships with the teachers and students in the associated curriculum areas in high schools with a view to developing new events and recruitment opportunities.

The allocation of discipline responsibility aims to reflect the key course profile of each campus.

○ Tweed Gold Coast:

Business, Law and Tourism

○ Lismore:

Health, Environmental Science, Creative and Performing Arts, Indigenous Studies

○ Coffs Harbour:

Education, Arts and Social Science

Additional activities also need to be developed to ensure our recruitment activities engage with the non school leavers in our primary markets.

Planning and reporting

Each Student Recruitment Officer will develop an annual work plan outlining activities, timing and objectives. The planned activities will be based around the 2009 recruitment calendar outlined below. The work plan will include discipline specific activities, on campus events and non school leaver activities as they are developed.

Student Recruitment Officers will monitor their progress in relation to their annual plan through a quarterly progress report. The quarterly reports will help staff members to identify areas where they may require assistance or additional resources. Each Student Recruitment Officer will produce an annual report in December covering activities, outcomes and recommendations for the following year.

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[REDACTED]

From: Helen Hughes, Executive Director Community & Corporate Relations

Date: 30 June 2011

Title: Marketing sessions 1 2012 & Session 3 2011

1. Purpose

Provide information on the marketing of next intake periods.

2. Issue

The need to maximise enrolments heading into a de-regulated market, in an environment of aggressive competitor activity within our footprint.

3. Background

Marketing activity in support of session 1 2012 enrolments commenced late 2010, when course availability and descriptors was provided to the TACs for uploading to websites and inclusion in their promotional material.

In October 2011, 1200 of the current Year 12 cohort attended Senior Schools Days at the Lismore and Coffs Harbour campuses to explore their SCU study options for 2012.

From February the 2012 prospectus prepared by Communications & Publications was released and the University's three student recruitment officers (one based at each campus) commenced their in-school activity, including a schedule of visits to 140 secondary schools within our footprint from the Gold Coast to Port Macquarie and west to New England and Tamworth. SCU Student Recruitment Officers also participated in the University Road shows early in February reaching more than [REDACTED] Year 12 students from across NSW and SE Qld.

The University participated in education Expos at Brisbane, Sydney and throughout our footprint reaching prospective mature-aged students considering both on-campus and distance education university study options.

Advertising for session 2 (which is a heavy distance education intake) commenced at Easter and while the action call was mid-year specific, it provided a solid building block for marketing of subsequent intake periods. For example, brand advertising on television in Brisbane and throughout our region was followed by the mail out of discipline-specific course brochures and prospectuses to all secondary schools in NSW and SE Qld, building on the awareness created through advertising. This year we have experienced a particularly strong response to the secondary school mail out, based on the volume of requests for repeat material.

Session 1 2012 brand and discipline specific advertising will commence in mid July. At this time the campaign is particularly focused on on-campus study, due to on-time TAC applications closing at the end of September. At this time on-campus recruitment switches to conversion events, while

distance education advertising ramps up. For those disciplines offering units in session 3, the availability of this study session is incorporated in advertising as appropriate. Session 3 availabilities are also highlighted on the SCU website.

From mid-July brand advertising includes

[REDACTED]

Discipline specific activity will also commence in mid July leveraging off the brand activity. The choice of media is determined by the characteristics of the target audience for each discipline including age, geographic location, study mode and lifestyle characteristics.

Discipline specific activity will include

[REDACTED]

A series of school-based promotional DVDs are being finalised with environmental science and tourism completed, and work on other schools to follow.

The web is used extensively for sourcing study information. It is anticipated the SCU website re-design will be rolled out from July, beginning with the home page and cascading through to other sites. Google analytics, which have been included on a number of current sites, will be incorporated across the website as the new templates are rolled out. This will provide significant information on website traffic and help inform the effectiveness of particular campaigns. It will also help inform further development and fine-tuning of the site.

The i-tunes U site went live on March 3, with continued growth in user figures since the launch. To June 17, there have been 11,200 pages visited. International is the most viewed section, with more than 1000 downloads. Other popular sections include marine ecology, the Bluesfest Q&A and psychology colloquiums. A total of 6158 files have been viewed on the site and a total of 5534 files have been downloaded. There have been 1146 subscriptions, with a total of 18,093 subscription feeds.

Media support is being provided to the marketing campaigns, through the provision of editorials highlighting student successes and the courses on offer.

4. Recommendation/Recommended Action

VC Executive note the activity underway to generate enquiries and applications to study for session 3 2011 and session 1 2012.

5. Implementation

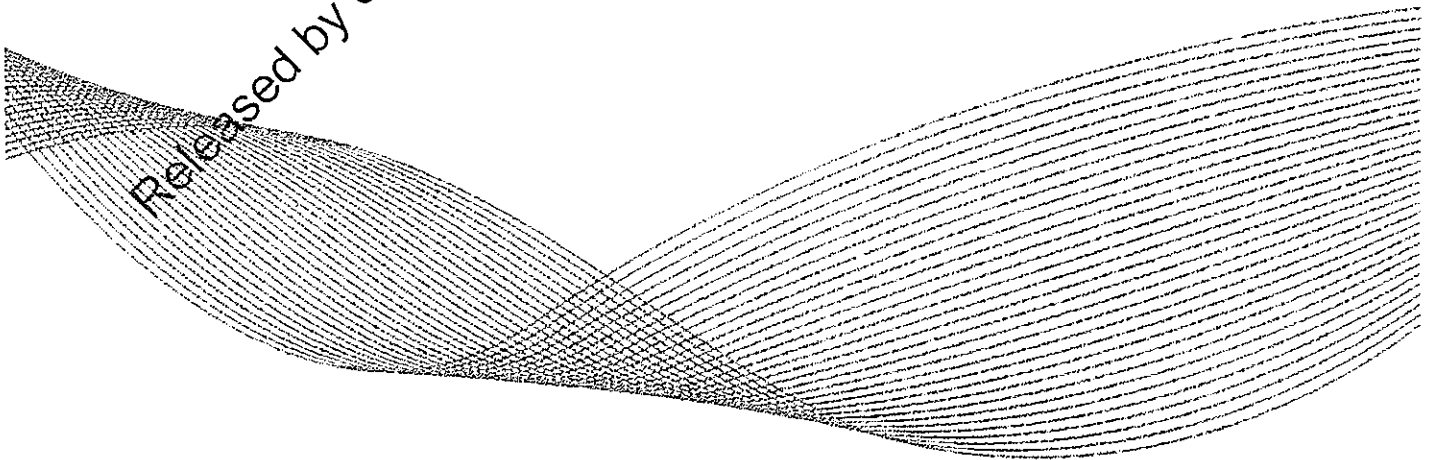
All campaign activity is planned and in progress. Regular application reports will be provided as the data becomes available.

Access Act 2009

Marketing & Recruitment Organisational Unit Plan 2012-2014

June 2011

Released by SCU under Government Information Act 2009



SECTION 1 – ACTIVITIES

1.1 Relative to University Strategic Plan 2011-2015 and VC Priorities (INDICATIVE BUDGET*)

Please LIST Organisational Unit's activities against each of the University's Strategic Goals and VC Priorities (as appropriate).

Strategic Goal	Objective/Strategy/VC Priority	Activities	Timeline
SC4	Actively pursue sustainable growth.	Achieve CGS load targets through marketing of undergraduate and postgraduate degrees via prospective student outreach, advertising, relationship marketing and an enhanced web presence.	2012-2014
SG4	Actively pursue sustainable growth	Defend market share in the Northern Rivers and Coffs/Clarence regions while growing market share at the Gold Coast. Help manage relationships with education stakeholders in a cohesive and strategic way, assisting the University to co-ordinate its activity throughout its footprint.	2012-2014
SG4	Actively pursue sustainable growth	Increase the enrolments from high achieving school leavers within the SCU footprint through the implementation of [REDACTED]. The program will commence in S1 2012 with the first expected cohort enrolling in SCU in 2013/2014.	2013-2014
SG4	Actively pursue sustainable growth.	Pursue growth opportunities in the non-school leaver and distance education markets, with a focus on improving our distance education performance in the Sydney market [REDACTED]	2012-2014
SG4	Actively pursue sustainable growth.	Assist in the development of new courses with market research to help evaluate viability.	2012-2014
SG4	Actively pursue sustainable growth.	Develop and implement a market entry strategy for new courses. During 2012 that will include but not be limited to the pending 2013 introduction of Engineering and Social Welfare.	2012-2014
SG4	Enhance social inclusion practices to support the University's diverse student profile.	Develop an Indigenous student recruitment program to increase enrolments from Indigenous Australians across the University. CESS/ACT 2	2012-2014
SG3/VC8	Ensure all staff have a PMDR that aligns to the University Strategic Plan, contemporary	Fully utilise PMDR to ensure staff activities align to the University Strategic Plans and that performance and staff development is regularly monitored.	2012-2014

	performance expectations and personal development of goals.		

(Add extra rows as required)

Strategic Goals (2011-2015)

- SG1 We will provide inspirational learning experiences for our students through high quality teaching engaged with Scholarship.
- SG2 We will generate and disseminate research and undertake research training in key areas that have global and regional impact.
- SG3 We will develop a high performance culture in an environment which encourages collaboration and the free exchange of ideas.
- SG4 We will enhance our performance in a sustainable and responsible manner.

VC's planning priorities for 2012- refer to separate document in SharePoint Planning Site

* Budget documents relevant to the planning are provided on the SharePoint Planning site

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1.2 Relative to University Strategic Plan 2011-2015 and VC Priorities (NEW INITIATIVES)

Complete the following table for any initiatives to be considered by Executive for prioritisation for possible funding (outside of indicative budget in the Budget process) over the next 3 years.

Strategic Goal	Objective/Strategy/VC Priority	Priority	Timeline	Resources	Cost estimate	Justification
G4/VC11 G2/VC4	Actively pursue sustainable growth. Review our postgraduate coursework offerings with the twin aims of removing courses that no longer meet a market need and introducing new courses to grow our load. Review and improve upon existing approaches of marketing to potential HDR students.	Recruit a postgraduate marketing specialist to develop and implement marketing and recruitment strategies that will increase postgraduate coursework enrolments. This role could also support the Division of Research in their efforts to recruit HDR students.	On-going	HEW 7	\$75-100,000	Postgraduate students are an important element in the University's long term growth strategies, both to increase government and non-government funding to the University and to extend the Universities research profile. Effective postgraduate marketing and recruitment requires a specialised niche approach and appropriate resourcing.
G4	Actively pursue sustainable growth	Develop and implement an Open Day for the Lismore campus.	August 2012	Partially outsourced to a professional events company.	<\$50,000	Based on recent market research and in response to extremely aggressive marketing by our competitors, the University needs to implement a high impact Open Day to enhance both school leaver and non school leaver enrolments.
G4	Actively pursue sustainable growth.	M&R currently provide market analysis for new courses that includes a competitor analysis, a review of the employment market and a scan of available enrolment and application data. The capacity to augment this by commissioning external research would enhance the quality of advice provided.	On an 'as needed basis'	Partially outsourced to a professional market research company.	<\$50,000 Cost will vary depending on the number of new courses investigated. The estimated cost would be between [redacted] and [redacted] new initiative.	In order to meet the University's growth targets and ensure the course profile is regularly refreshed, accurate market intelligence is required to adequately inform the investment of resources into new initiatives. This research will become increasingly important in a deregulated and highly competitive market.

G4	Actively pursue sustainable growth.	Develop a non-school leaver recruitment strategy through corporate relationship marketing approach, initially for the School of Tourism and Hospitality Management.	2012/2013	HEW 7	2 years funding for this position has been secured via VC approval of Tourism of Tourism budget roll-over.	An opportunity exists for The School of Tourism and Hospitality Management to increase non-schooler enrolments by capitalising on their strong industry and corporate relationships. The School is currently under performing in the non-school leaver market.

*Provide an estimate from the following ranges:

- <50,000
- 50-75,000
- 75-100,000
- 100,00-125,000

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Contract for the sale of land – 2005 edition

TERM	MEANING OF TERM
Vendor's agent	WITHOUT THE INTERVENTION OF AN AGENT
Co-agent	
Vendor	Southern Cross University ABN 41 995 651 524 1 Military Road, Lismore, NSW 2480
Vendor's Solicitor	Trenches McKenzie Cox 110 Woodlark Street, Lismore NSW 2480 PO Box 76, Lismore NSW 2480 Phone: +61 (02) 6627 2100 Fax: +61 (02) 6622 2100 Ref: BMW:SLA:14/3324
Completion date	30 days after the date of this contract (clause 15)
Land	21 Brett Street, Tweed Heads New South Wales 2485
(Address, plan details and title reference)	Registered Plan: Lot 2 Plan DP1019196 Folio identifier 2/1019196
Improvements	☒ VACANT POSSESSION ☐ subject to existing tenancies ☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ none ☐ other:
Attached copies	☐ Documents in the List of Documents as marked or as numbered: ☐ Other documents:

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.

Inclusions	☐ blinds ☐ curtains ☐ insect screens ☐ stove ☐ built-in wardrobes ☐ dishwasher ☒ light fittings ☐ pool equipment ☐ clothes line ☐ fixed floor coverings ☐ range hood ☐ TV antenna ☐ other:
Exclusions	(see attached list and special condition 9)
Purchaser	Tweed Shire Council ABN 90 176 732496 Tumbulgum Road Murwillumbah, NSW 2484
Purchaser's solicitor	
Price	\$5,060,000.00
Deposit	\$506,000.00 (10% of the price, unless otherwise stated)
Balance	\$4,554,000.00
Contract date	(If not stated, the date this contract was made)

Vendor PROFESSOR PETER LEE
VICE CHANCELLOR

GST AMOUNT (optional)
The price includes
GST of: 460,000.00

Witness

Purchaser S ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares Witness

Tax information (the parties promise this is correct as far as each party is aware)

Land tax is adjustable ☒ NO ☐ yes
GST: Taxable supply ☐ NO ☒ yes in full ☐ yes to an extent
Margin scheme will be used in making the taxable supply ☒ NO ☐ yes
This sale is not a taxable supply because (one or more of the following may apply) the sale is:
☒ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
☐ GST-free because the sale is the supply of a going concern under section 38-325
☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address and telephone number

General	Strata or community title (clause 23 of the contract)
☒ 1 property certificate for the land	☐ 24 property certificate for strata common property
☒ 2 plan of the land	☐ 25 plan creating strata common property
☐ 3 unregistered plan of the land	☐ 26 strata by-laws not set out in <i>legislation</i>
☐ 4 plan of land to be subdivided	☐ 27 strata development contract or statement
☐ 5 document that is to be lodged with a relevant plan	☐ 28 strata management statement
☒ 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)	☐ 29 leasehold strata - lease of lot and common property
☐ 7 section 149(5) information included in that certificate	☐ 30 property certificate for neighbourhood property
☒ 8 sewerage connections diagram	☐ 31 plan creating neighbourhood property
☐ 9 sewer mains diagram	☐ 32 neighbourhood development contract
☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	☐ 33 neighbourhood management statement
☐ 11 section 88G certificate (positive covenant)	☐ 34 property certificate for precinct property
☐ 12 survey report	☐ 35 plan creating precinct property
☐ 13 section 317A certificate (certificate of compliance)	☐ 36 precinct development contract
☐ 14 building certificate given under <i>legislation</i>	☐ 37 precinct management statement
☐ 15 insurance certificate (Home Building Act 1989)	☐ 38 property certificate for community property
☐ 16 brochure or note (Home Building Act 1989)	☐ 39 plan creating community property
☐ 17 section 24 certificate (Swimming Pools Act 1992)	☐ 40 community development contract
☐ 18 lease (with every relevant memorandum or variation)	☐ 41 community management statement
☐ 19 other document relevant to tenancies	☐ 42 document disclosing a change of by-laws
☐ 20 old system document	☐ 43 document disclosing a change in a development or management contract or statement
☐ 21 Crown tenure card	☐ 44 document disclosing a change in boundaries
☐ 22 Crown purchase statement of account	☐ 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)
☐ 23 Statutory declaration regarding vendor duty	

WARNINGS

- Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving

AGL Gas Networks Limited	Government Business & Government Procurement	Public Works Dept
Council	Heritage Office	Roads & Traffic Authority
County Council	Infrastructure Planning and Natural Resources	Rural Lands Protection Board
East Australian Pipeline Limited	Land & Housing Corporation	Sustainable Energy Development
Education & Training Dept	Mine Subsidence Board	Telecommunications authority
Electricity authority	Owner of adjoining land	Water, sewerage or drainage authority
Environment & Conservation Dept	Primary Industries Department	
Fair Trading	RailCorp	

 If you think that any of these matters affects the property, tell your solicitor.
- A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 1987 or the Retail Leases Act 1994.
- If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
- If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
- The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
- The purchaser will usually have to pay stamp duty on this contract. ~~The sale will also usually be a vendor duty transaction. (If duty is not paid on time, a party may incur penalties.~~
- If the purchaser agrees to the release of deposit any rights in relation to the land (for example, the rights mentioned in clause 2.8) may be subject to the rights of other persons such as the vendor's mortgagee.
- The purchaser should arrange insurance as appropriate.

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal or mediation (for example mediation under the Law Society Mediation Guidelines).

AUCTIONS

Regulations made under the Property Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNING SWIMMING POOLS

An owner of property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

WARNING SMOKE ALARMS

The owners of certain types of buildings and strata lots must have smoke alarms (or in certain cases heat alarms) installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

For example, as purchaser you should be satisfied that finance will be available at the time of completing the purchase (even if settlement might occur many months after signing this contract – in particular, if you are buying off the plan).

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. The purchaser may rescind the contract at any time before 5 p.m. on the fifth business day after the day on which the contract was made, **EXCEPT** in the circumstances listed in paragraph 3.
3. There is **NO COOLING OFF PERIOD**:
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act; or
 - (b) if the property is sold by public auction; or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in; or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

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The vendor sells and the purchaser buys the property for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any legislation that cannot be excluded.

1 Definitions (a term in *italics* is a defined term)

In this contract, these terms (in any form) mean -

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	a bank as defined in the Banking Act 1959, the Reserve Bank or a State bank;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i>);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in section 4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and drawn on its own funds by - • a <i>bank</i>; or • a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia; or If authorised in writing by the vendor or the vendor's <i>solicitor</i> , some other <i>cheque</i> ;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>terminate</i>	terminate this contract for breach;
<i>vendor duty</i>	vendor duty imposed under Chapter 4 of the Duties Act 1997;
<i>within</i>	in relation to a period, at any time before or during the period;
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road.

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
 2.4 The purchaser can pay any of the deposit only by unconditionally giving cash (up to \$2,000) or a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 and 3 do not apply.
 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 and 3 apply only to the balance.
 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
 2.9 If each party tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the party who becomes entitled to it) with a *bank*, credit union or permanent building society, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the parties equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Payment of vendor duty out of the deposit

- 3.1 This clause applies only if this contract says the deposit can be used to pay vendor duty.
 3.2 If the amount held by the *depositholder* (disregarding the value of any bond or guarantee) exceeds the amount of vendor duty, the parties direct the *depositholder* to release the amount of vendor duty on the following terms -
 3.2.1 the *depositholder* is to draw a *cheque* ("the vendor duty cheque") in favour of the Office of State Revenue and in a form acceptable to the Office of State Revenue for payment of vendor duty;
 3.2.2 the *depositholder* is not to draw that *cheque* earlier than 14 days before the completion date; and
 3.2.3 the receipt of a letter from the vendor's *solicitor* requesting the vendor duty cheque will be sufficient authority for the *depositholder* to draw and release that cheque.
 3.3 The vendor's *solicitor* will use the vendor duty cheque for the sole purpose of payment of the vendor duty relating to this transaction.
 3.4 If this contract is not completed in circumstances that there is, or may be, no liability for vendor duty -
 3.4.1 if the vendor duty cheque has been forwarded to the vendor's *solicitor* but has not been used to pay vendor duty, that cheque must be returned immediately to the *depositholder* for cancellation;
 3.4.2 if the vendor duty cheque has been used to pay vendor duty -
 • the amount of vendor duty is repayable upon demand;
 • the vendor must lodge an application for refund of vendor duty; and
 • the vendor irrevocably authorises the Office of State Revenue to pay to the *depositholder* the refund of vendor duty;
 3.4.3 each party must do whatever else is necessary to ensure that the party whose funds were used to pay vendor duty receives the refund; and
 3.4.4 rights under this clause continue even if the contract has been *rescinded* or *terminated*.

4 Transfer

- 4.1 *Normally*, the purchaser must serve the form of transfer at least 14 days before the completion date.
 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must serve it.
 4.3 If the purchaser serves a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
 4.5 If this sale is exempt from vendor duty -
 4.5.1 the vendor can (but does not have to) serve an application for exemption from vendor duty in the form satisfactory to the Office of State Revenue within 7 days after the contract date;
 4.5.2 if that application is attached to this contract or has been provided to the purchaser before the contract date, the application is served on the contract date; and
 4.5.3 if the vendor complies with clause 4.5.1 -
 • the purchaser must have the form of transfer marked by the Office of State Revenue in relation to vendor duty before serving the form of transfer; and
 • on completion the vendor must pay to the purchaser \$33.

5 Requisitions

- If the purchaser is or becomes entitled to make a *requisition*, the purchaser can make it only by serving it -
 5.1 if it arises out of this contract or it is a general question about the *property* or title - within 21 days after the contract date;
 5.2 if it arises out of anything served by the vendor - within 21 days after the later of the contract date and that service; and
 5.3 in any other case - within a reasonable time.

6 Error or misdescription

- 6.1 The purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

The purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion -

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay -

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed -

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse.

8 Vendor's right to *rescind*

The vendor can *rescind* if -

8.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can -

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause-

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either -

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover -

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and

- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of -

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another *property*, or any service for another *property* passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;

10.1.6 a condition, exception, reservation or restriction in a Crown grant;

10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;

10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or

10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage or writ).

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 Normally, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

- 11 **Compliance with work orders**
- 11.1 *Normally, the vendor must by completion comply with a work order made on or before the contract date and if this contract is completed the purchaser must comply with any other work order.*
- 11.2 *If the purchaser complies with a work order, and this contract is rescinded or terminated, the vendor must pay the expense of compliance to the purchaser.*
- 12 **Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant -
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for -
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 **Goods and services tax (GST)**
- 13.1 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.
- 13.2 *Normally, if a party must pay the price or any other amount to the other party under this contract, GST is not to be added to the price or amount.*
- 13.3 *If under this contract a party must make an adjustment, pay an expense of another party or pay an amount payable by or to a third party (for example, under clauses 14 or 20.7) -*
- 13.3.1 *the party must adjust or pay on completion any GST added to or included in the amount; but*
- 13.3.2 *if this contract says this sale is a taxable supply, and payment would entitle the party to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding the GST rate.*
- 13.4 *If this contract says this sale is the supply of a going concern -*
- 13.4.1 *the parties agree the supply of the property is a supply of a going concern;*
- 13.4.2 *the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;*
- 13.4.3 *if the purchaser is not registered by the completion date, the parties must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the GST rate ("the retention sum"). The retention sum is to be held by the depositholder and dealt with as follows:*
- *if within 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered, the depositholder is to pay the retention sum to the purchaser; but*
 - *if the purchaser does not serve that letter within 3 months of completion, the depositholder is to pay the retention sum to the vendor; and*
- 13.4.4 *if the vendor, despite clause 13.4.3, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.*
- 13.5 *Normally, the vendor promises the margin scheme will not apply to the supply of the property.*
- 13.6 *If this contract says the margin scheme is to apply in making the taxable supply, the parties agree that the margin scheme is to apply to the sale of the property.*
- 13.7 *If this contract says the sale is not a taxable supply -*
- 13.7.1 *the purchaser promises that the property will not be used and represents that the purchaser does not intend the property (or any part of the property) to be used in a way that could make the sale a taxable supply to any extent; and*
- 13.7.2 *the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the GST rate if this sale is a taxable supply to any extent because of -*
- *a breach of clause 13.7.1; or*
 - *something else known to the purchaser but not the vendor.*
- 13.8 *If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the property, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if -*
- 13.8.1 *this sale is not a taxable supply in full; or*
- 13.8.2 *the margin scheme applies to the property (or any part of the property).*
- 13.9 *If this contract says this sale is a taxable supply to an extent -*
- 13.9.1 *clause 13.7.1 does not apply to any part of the property which is identified as being a taxable supply; and*
- 13.9.2 *the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the property to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.*
- 13.10 *Normally, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.*
- 13.11 *The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.*

14 Adjustments

14.1 *Normally, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax and all other periodic outgoings up to and including the adjustment date after which the purchaser will be entitled and liable.*

14.2 *The parties must make any necessary adjustment on completion.*

14.3 *If an amount that is adjustable under this contract has been reduced under legislation, the parties must on completion adjust the reduced amount.*

14.4 *The parties must adjust land tax for the year current at the adjustment date -*

14.4.1 *only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;*

14.4.2 *by adjusting the amount that would have been payable if at the start of the year -*

- *the person who owned the land owned no other land;*
- *the land was not subject to a special trust or owned by a non-concessional company; and*
- *if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.*

14.5 *If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the parties must adjust it on a proportional area basis.*

14.6 *Normally, the vendor can direct the purchaser to produce a settlement cheque on completion to pay an amount adjustable under this contract and if so -*

14.6.1 *the amount is to be treated as if it were paid; and*

14.6.2 *the cheque must be forwarded to the payee immediately after completion (by the purchaser if the cheque relates only to the property or by the vendor in any other case).*

14.7 *If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the adjustment date, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the adjustment date.*

14.8 *The vendor is liable for any amount recoverable for work started on or before the contract date on the property or any adjoining footpath or road.*

15 Completion date

The parties must complete by the completion date and, if they do not, a party can serve a notice to complete if that party is otherwise entitled to do so.

16 Completion

- **Vendor**

16.1 *On completion the vendor must give the purchaser any document of title that relates only to the property.*

16.2 *If on completion the vendor has possession or control of a document of title that relates also to other property, the vendor must produce it as and where necessary.*

16.3 *Normally, on completion the vendor must cause the legal title to the property (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.*

16.4 *The legal title to the property does not pass before completion.*

16.5 *If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.*

16.6 *If the purchaser serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.*

- **Purchaser**

16.7 *On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or settlement cheque, the price (less any deposit paid) and any other amount payable by the purchaser under this contract (less any amount payable by the vendor to the purchaser under this contract).*

16.8 *If the vendor requires more than 5 settlement cheques, the vendor must pay \$10 for each extra cheque.*

16.9 *If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the depositholder to account to the vendor for the deposit.*

16.10 *On completion the deposit belongs to the vendor.*

- **Place for completion**

16.11 *Normally, the parties must complete at the completion address, which is -*

16.11.1 *if a special completion address is stated in this contract - that address; or*

16.11.2 *if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or*

16.11.3 *in any other case - the vendor's solicitor's address stated in this contract.*

16.12 *The vendor by reasonable notice can require completion at another place; if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.*

16.13 *If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.*

17 Possession

17.1 *Normally, the vendor must give the purchaser vacant possession of the property on completion.*

17.2 *The vendor does not have to give vacant possession if -*

- 17.2.1 this contract says that the sale is subject to existing tenancies; and
 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 Normally, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2; 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion -
 18.2.1 let or part with possession of any of the *property*;
 18.2.2 make any change or structural alteration or addition to the *property*; or
 18.2.3 contravene any agreement between the parties or any direction, document, legislation, notice or order affecting the *property*.
- 18.3 The purchaser must until completion -
 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor -
 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate mentioned in Schedule J of the Supreme Court Rules 1970.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the parties or their solicitors on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a party a right to *rescind*, the party can exercise the right -
 19.1.1 only by *serving* a notice before completion; and
 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 Normally, if a party exercises a right to *rescind* expressly given by this contract or any legislation -
 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 19.2.2 a party can claim for a reasonable adjustment if the purchaser has been in possession;
 19.2.3 a party can claim for damages, costs or expenses arising out of a breach of this contract; and
 19.2.4 a party will not otherwise be liable to pay the other party any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The parties acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a party consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A party's solicitor can receive any amount payable to the party under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is -
 20.6.1 signed by a party if it is signed by the party or the party's solicitor (apart from a direction under clause 4.3);
 20.6.2 served if it is served by the party or the party's solicitor;
 20.6.3 served if it is served on the party's solicitor, even if the party has died or any of them has died;
 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
 20.6.5 served if it is sent by fax to the party's solicitor, unless it is not received;
 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another party of doing something is an obligation to pay -
 20.7.1 if the party does the thing personally - the reasonable cost of getting someone else to do it; or
 20.7.2 if the party pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, and 17 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any legislation includes a reference to any corresponding later legislation.
- 20.12 Each party must do whatever is necessary after completion to carry out the party's obligations under this contract.
- 20.13 Neither taking possession nor serving a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on page 1) are, to the extent of each party's knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clause 2 (deposit).
- 21.6 Normally, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract -
- 'change', in relation to a scheme, means -
 - a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 'common property' includes association property for the scheme or any higher scheme;
 - 'contribution' includes an amount payable under a by-law;
 - 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 'the property' includes any interest in common property for the scheme associated with the lot;
 - 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are normal expenses, due to fair wear and tear, disclosed in this contract or covered by moneys held in the sinking fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- 23.5 The parties must adjust under clause 14.1 -
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract -
- 23.6.1 the vendor is liable for it if it was levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
 - 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
 - 23.6.3 the purchaser is liable for all other contributions levied after the *contract date*.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.
- 23.8 Normally, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of -
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
 - 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
 - 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if -
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
 - 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme -
 - a proportional unit entitlement for the lot is not disclosed in this contract; or
 - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or
 - 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each party can sign and give the notice as agent for the other.
- 23.13 The vendor must serve a certificate under section 109 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date.

- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision.
- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- 23.18 If a general meeting of the owners corporation is convened before completion -
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.18.2 the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* -
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion -
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if -
- any of Parts 2 to 7 of the Retail Leases Act 1994 applies to the tenancy, unless this contract discloses that the tenancy commenced on or after 1 August 1994;
 - a disclosure statement required by the Act was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Act.
- 24.4 If the *property* is subject to a tenancy on completion -
- 24.4.1 the vendor must allow or transfer -
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose;
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose; and
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser -
- a proper notice of the transfer addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given to the tenant under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 24.5 Rights under this clause continue after completion, whether or not other rights continue.

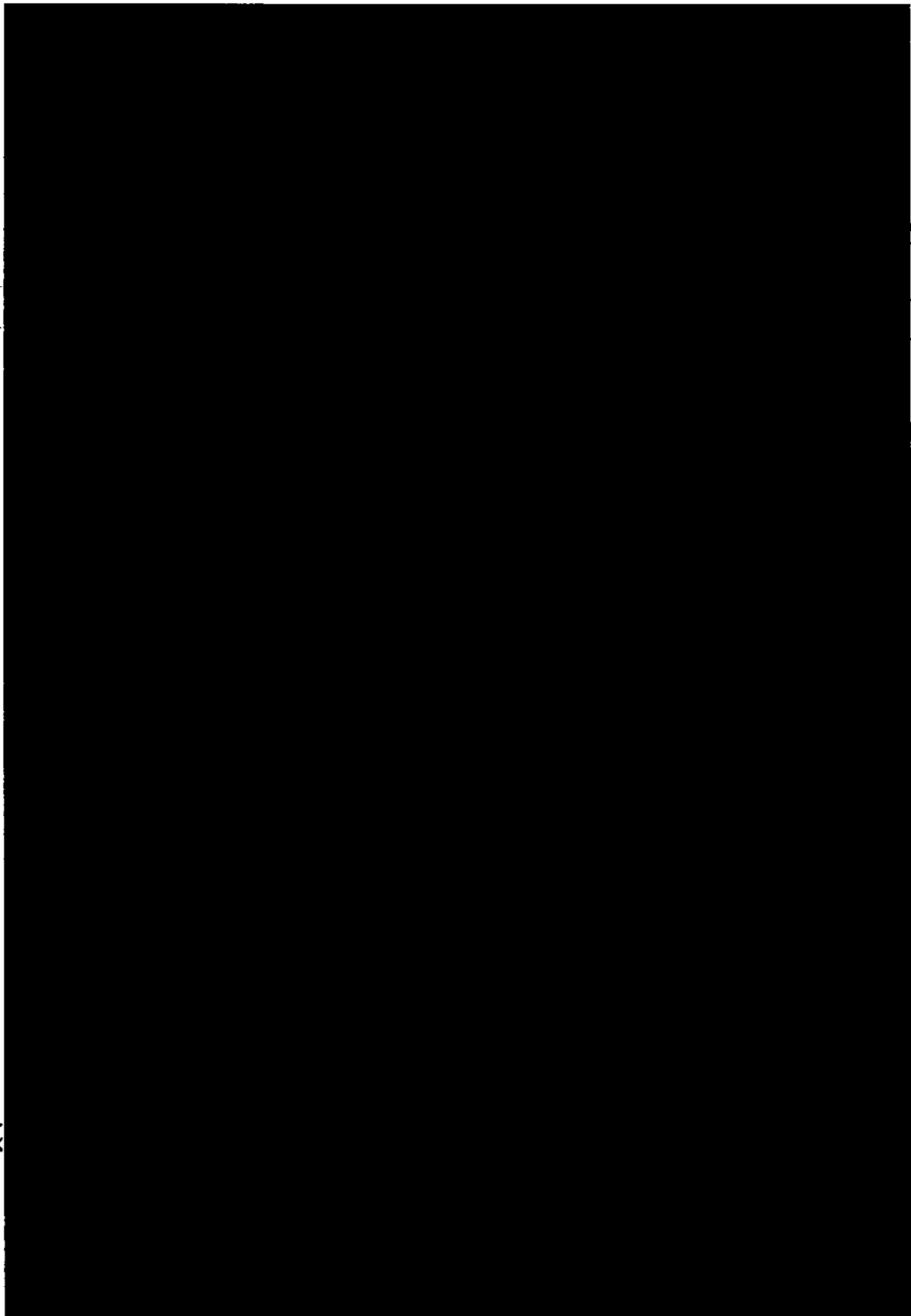
- 25 Qualified title, limited title and old system title**
- 25.1** This clause applies only if the land (or part of it) -
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2** The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3** If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4** An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document -
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5** An abstract of title -
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 normally, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6** In the case of land under old system title -
- 25.6.1 In this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7** In the case of land under limited title but not under qualified title -
- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8** The vendor must give a proper covenant to produce where relevant.
- 25.9** The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10** If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1** This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2** The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3** To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4** To the extent the purchaser is liable for it, the parties must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1** This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under legislation).
- 27.2** The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3** The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4** If consent is refused, either party can *rescind*.
- 27.5** If consent is given subject to one or more conditions that will substantially disadvantage a party, then that party can *rescind* *within 7 days* after receipt by or *service* upon the party of written notice of the conditions.
- 27.6** If consent is not given or refused -
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either party can *rescind*.
- 27.7** If the legislation is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8** If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9** The completion date becomes the later of the completion date and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1** This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2** The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under legislation.

- 28.3 If the plan is not registered *within* that time and in that manner -
 28.3.1 the purchaser can *rescind*; and
 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2.
 28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
 28.5 The completion date becomes the later of the completion date and 21 days after *service* of the notice.
 28.6 Clauses 28.2 and 28.3 apply to a plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
~~29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* within 7 days after either *party* serves notice of the condition.~~
 29.7 If the *parties* can lawfully complete without the event happening -
 29.7.1 If the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* within 7 days after the end of that time;
 29.7.2 If the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* within 7 days after either *party* serves notice of the refusal;
 29.7.3 the completion date becomes the later of the completion date and 21 days after the earliest of -
 • either *party* serving notice of the event happening;
 • every *party* who has the benefit of the provision serving notice waiving the provision;
 • the end of the time for the event to happen.
 29.8 If the *parties* cannot lawfully complete without the event happening -
 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
 29.8.3 the completion date becomes the later of the completion date and 21 days after either *party* serves notice of the event happening.
 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

Relea



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Title Search

InfoTrack
An Approved LPI NSW
Information Broker

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 2/1019196

SEARCH DATE	TIME	EDITION NO	DATE
9/5/2014	4:23 PM	3	17/6/2002

LAND

LOT 2 IN DEPOSITED PLAN 1019196
AT TWEED HEADS
LOCAL GOVERNMENT AREA TWEED
PARISH OF TERRACORA COUNTY OF ROUS
TITLE DIAGRAM DP1019196

FIRST SCHEDULE

SOUTHERN CROSS UNIVERSITY

(T 7298773)

SECOND SCHEDULE (19 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS (S.536AA LOCAL GOVERNMENT ACT, 1919)
- 2 DP644953 RIGHT OF CARRIAGEWAY 12.0 METRE(S) WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP644953 EASEMENT FOR UNDERGROUND POWER RETICULATION 1 WIDE AND VARIABLE AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN DP644953
- 4 DP644953 RESTRICTION(S) ON THE USE OF LAND
- 5 DP1019196 EASEMENT TO DRAIN WATER 3.0, 6.2 & 7.0 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 6 DP1019196 EASEMENT FOR STORAGE OF REFUSE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1019196 EASEMENT TO DRAIN WATER 2.75 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1019196 EASEMENT FOR ACCESS 2.75 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP1019196 EASEMENT FOR ACCESS 2.0 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 DP1019196 RIGHT OF CARRIAGEWAY 4.0, 6.2 & 7.0 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP1019196 RIGHT OF CARRIAGEWAY 11.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 12 DP1019196 EASEMENT FOR SERVICES 4.0 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 13 DP1019196 EASEMENT TO DRAIN WATER VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 14 7370170 CAVEAT BY TWEED SHIRE COUNCIL
- 15 7370171 CAVEAT BY TWEED SHIRE COUNCIL

END OF PAGE 1 - CONTINUED OVER

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LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

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LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

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PAGE 2

SECOND SCHEDULE (19 NOTIFICATIONS) (CONTINUED)

- 16 DP1040798 EASEMENT TO DRAIN SEWAGE 3 METRE(S) WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN DP1040798
- 17 DP1040798 EASEMENT TO DRAIN WATER 3 METRE(S) WIDE AFFECTING THE
PART(S) SHOWN SO BURDENED IN DP1040798
- 18 DP1040798 EASEMENT FOR ELECTRICITY PURPOSES 1 & 3 METRE(S) WIDE
AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1040798
- * 19 AD544878 CAVEAT BY UNIVERSITY CO-OP BOOKSHOP LIMITED

NOTATIONS

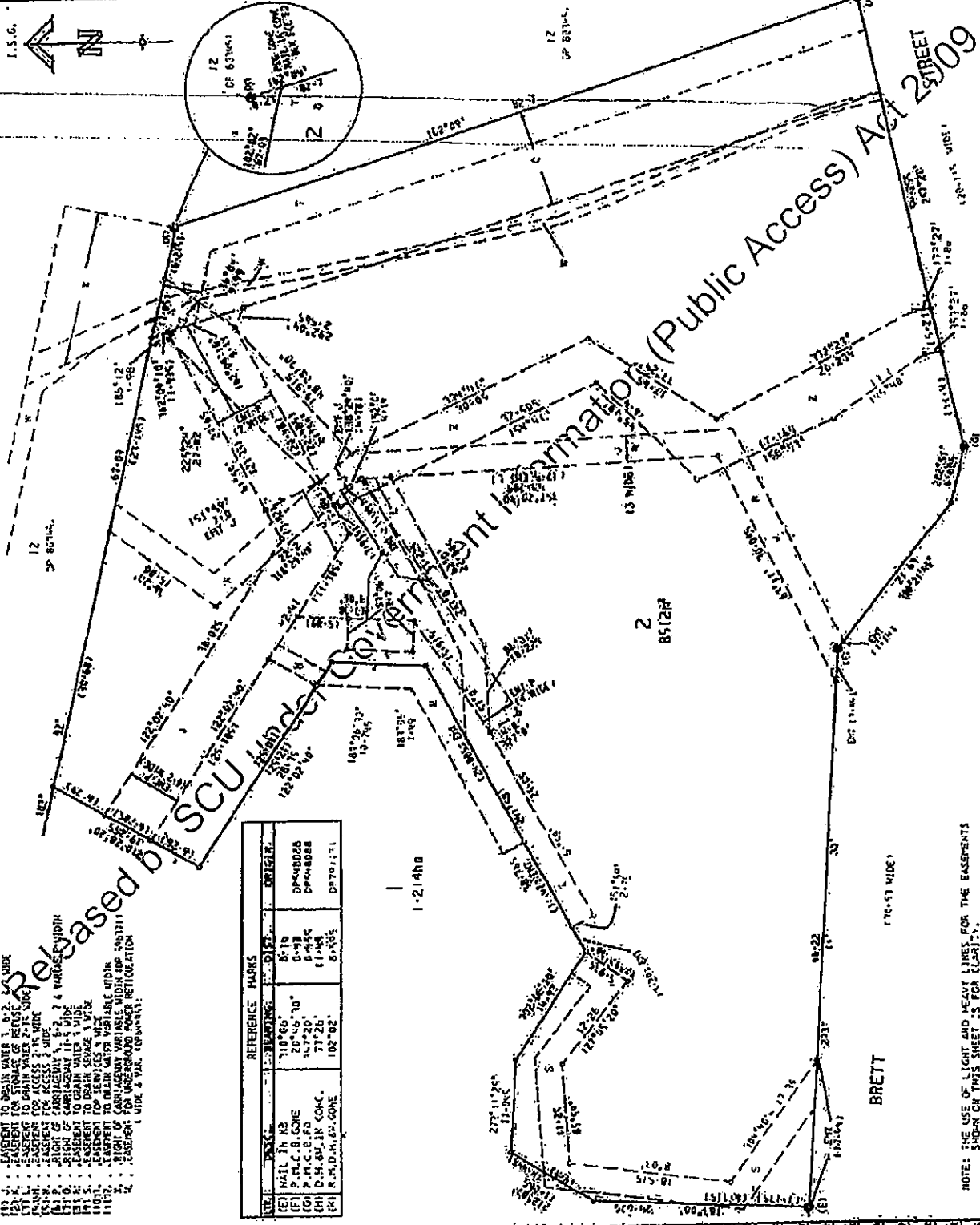
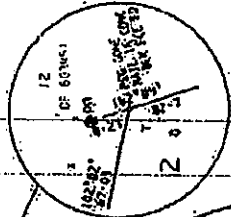
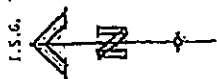
NOTE: THE CERTIFICATE OF TITLE FOR THIS FOLIO OF THE REGISTER DOES
NOT INCLUDE SECURITY FEATURES INCLUDED ON COMPUTERISED
CERTIFICATES OF TITLE ISSUED FROM 4TH JANUARY, 2004. IT IS
RECOMMENDED THAT STRINGENT PROCESSES ARE ADOPTED IN VERIFYING THE
IDENTITY OF THE PERSON(S) CLAIMING A RIGHT TO DEAL WITH THE LAND
COMPRISED IN THIS FOLIO.
UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

14/3324

PRINTED ON 9/5/2014

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 95B(2) of the Real Property Act 1900.

[illegible][illegible]

NOTE: THE USE OF LIGHT AND HEAVY LINES FOR THE EASEMENTS SHOWN ON THIS SHEET IS FOR CLARITY.

Plans Drawing only to appear in this space

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT
1919

(Sheet 1 of 5 Sheets)

Lengths in Metres

PART 1

DP1019196

Subdivision covered by Council Clerk's
Certificate No G63 of 2000.

Full Names and Addresses
of proprietors:

TWEED SHIRE COUNCIL of Tumbulgum
Road, Murwillumbah.

1. Identity of Easement or restriction
firstly referred to in abovementioned
plan:

Easement to drain water 3, 6.2 and 7 wide.

Schedule of Lots, etc., affected

Lots Burdened

Lots, name of road, or Authority benefited

Lot 2

Lot 1

2. Identity of Easement or restriction
secondly referred to in abovementioned
plan:

Easement for storage of refuse.

Schedule of Lots, etc., affected

Lots Burdened

Lots, name of road, or Authority benefited

Lot 2

Lot 1

3. Identity of Easement or restriction
thirdly referred to in abovementioned
plan:

Easement to drain water 2.75 wide.

Schedule of Lots, etc., affected

Lots Burdened

Lots, name of road, or Authority benefited

Lot 2

Lot 1

(This is Sheet 1 of a 5 Sheet Instrument)

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[Handwritten signatures and initials]
P. J. Buck

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT
1919

(Sheet 2 of 5 Sheets)

4. Identity of Easement or restriction Easement for access 2.75 wide.
fourthly referred to in abovementioned
plan:

Schedule of Lots, etc., affected

<u>Lots Burdened</u>	<u>Lots, name of road, or Authority benefited</u>
Lot 1	Lot 2

5. Identity of Easement or restriction Easement for access 2' wide.
fifthly referred to in abovementioned
plan:

Schedule of Lots, etc., affected

<u>Lots Burdened</u>	<u>Lots, name of road, or Authority benefited</u>
Lot 2	Lot 1

6. Identity of Easement or restriction Right of Carriageway 4, 6.2, 7 and variable
sixthly referred to in abovementioned width.
plan:

Schedule of Lots, etc., affected

<u>Lots Burdened</u>	<u>Lots, name of road, or Authority benefited</u>
Lot 2	Lot 1

7. Identity of Easement or restriction Right of Carriageway 11.5 wide.
seventhly referred to in
abovementioned plan:

Schedule of Lots, etc., affected

<u>Lots Burdened</u>	<u>Lots, name of road, or Authority benefited</u>
Lot 2	Lot 12 in DP803451
Lot 1	

DP1019196

(This is Sheet 2 of a 5 Sheet Instrument)

[Handwritten signatures and initials]

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT
1919

(Sheet 3 of 5 Sheets)

8. Identity of Easement or restriction
eightiethly referred to in abovementioned
plan: Easement to drain water 3 wide.

Schedule of Lots, etc., affected

<u>Lots Burdened</u>	<u>Lots, name of road, or Authority benefited</u>
Lot 2	Lot 12 in DP803451

9. Identity of Easement or restriction
ninethly referred to in abovementioned
plan: Easement to drain sewage 3 wide.

Schedule of Lots, etc., affected

<u>Lots Burdened</u>	<u>Lots, name of road, or Authority benefited</u>
Lots 1 and 2	Tweed Shire Council

10. Identity of Easement or restriction
tenthly referred to in abovementioned
plan: Easement for services 4 wide.

Schedule of Lots, etc., affected

<u>Lots Burdened</u>	<u>Lots, name of road, or Authority benefited</u>
Lot 2	Lot 12 in DP803451

11. Identity of Easement or restriction
eleventhly referred to in
abovementioned plan: Easement to drain water variable width.

Schedule of Lots, etc., affected

<u>Lots Burdened</u>	<u>Lots, name of road, or Authority benefited</u>
Lot 2	Lot 12 in DP803451

DP1019196

(This is Sheet 3 of a 5 Sheet Instrument)

per J. J. x
L. J. Beck

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT
1919

(Sheet 4 of 5 Sheets)

DP1019196

PART 1A

1. Identity of Easement to be released and firstly referred to in abovementioned plan: Right of carriageway variable width (DP596371).

Schedule of Lots, etc., affected

Lots burdened by existing Easement

Lot 11 in DP791131

Lots benefited by existing Easement

Lot 12 in DP803451

PART 2

12. Terms of Easement for storage of refuse secondly referred to in the Abovementioned Plan:

Full and free right for the body having the benefit of this easement to store refuse produced from the lot benefited on the lot burdened. Such refuse must be placed within refuse containers provided at the cost of the registered proprietor of the lot benefited. It is the responsibility of the person having the benefit of this easement to arrange at its cost for the collection of any refuse and to keep any refuse containers in such condition that no substantial odour is omitted from them.

13. Terms of Easement for access 3 wide fourthly referred to in the Abovementioned Plan:

Full and free right for the body in whose favour this easement is created, and every person authorised by it, to pass across the lot burdened on foot and wheeling trolleys and other catering equipment within the site of the easement at all times.

14. Terms of Easement for access 2 wide fifthly referred to in the Abovementioned Plan:

Full and free right for the body in whose favour this easement is created, and every person authorised by it, to pass across the lot burdened on foot within the site of the easement at all times for the purpose of access in emergency situations.

15. Terms of Right of carriageway 4, 6.2 and 7 wide sixthly referred to in the Abovementioned Plan:

Full and free right for the body in whose favour this easement is created, and every person authorised by it, to go, pass and repass at all times and for all purposes with or without vehicles no larger than a tandem axle dual-wheel non-articulated vehicle not greater than 10.7 metres in length over the land indicated herein as the servient tenement. The registered proprietor of the servient tenement shall bear the cost of maintaining this easement.

16. Terms of Right of carriageway 11.5 wide seventhly referred to in the Abovementioned Plan:

Full and free right for the body in whose favour this easement is created, and every person authorised by it, to go, pass and repass at all times and for all purposes with or without vehicles over the land indicated herein as the servient tenement. The registered proprietor of the servient tenement shall bear the cost of maintaining this easement.

(This is Sheet 4 of a 5 Sheet Instrument)

[Handwritten signatures and initials]

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT
1919

(Sheet 5 of 5 Sheets)

Name of person or company empowered to release vary or modify the easement firstly, secondly,
thirdly, fourthly, fifthly, sixthly, seventhly and ninthly referred to in Abovementioned Plan:

Tweed Shire Council

THE COMMON SEAL of TWEED SHIRE)
COUNCIL was hereunto)
affixed by order of a resolution)
of the said Council passed on)
DECEMBER 1999.)
in the presence of:)



General Manager

Mayor

THE COMMON SEAL of TWEED)
HEADS BOWLS CLUB LIMITED)
(ACN 001 055 901) was hereby affixed)
by the authority of the Board of Directors previously)
given in the presence of the Directors and)
Secretary whose signatures appear opposite hereto:)

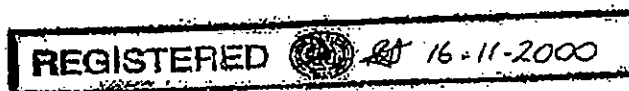


Director

Secretary

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DP1019196



(This is Sheet 5 of a 5 Sheet Instrument)

10 09 07 02 03 04 05 06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1

CAVEAT

Prohibiting recording of a DEALING or PL
or granting of a POSSESSORY APPLICAT.
Section 74F Real Property Act 1900

7370170D



Office of State Revenue use only



NOT A R.O.I.E.

B

(A) LAND

Show no more than 20 References to Title.

Form Identifier 2/12/1916

(B) REGISTERED DEALING
If applicable.

(C) LODGED BY

L.T.O. Box

Name, Address or DX and Telephone

35D

MORRIS, HAYES & EDGAR
DX 420 SYDNEY PH: 9232-2411 AGENTS FOR

REFERENCE (max. 15 characters):

BL 8681

STACKS

(D) REGISTERED PROPRIETOR
Of the Land/Registered Dealing:
show the full name and address.

SOUTHERN CROSS UNIVERSITY

C/- SOLICITORS

FIRST FLOOR, 105 MOLESWORTH STREET, LISMORE

Postcode 2480

(E) CAVEATOR
Show the full name and address:

X

TWEED SHIRE COUNCIL
CULTURAL & CIVIC CENTRE
TUMBULGUM ROAD
MURWILLUMBAH 2484

Postcode 2484

(F) ADDRESS FOR SERVICE OF
NOTICES ON THE CAVEATOR
Street address or DX in New South Wales.

TWEED SHIRE COUNCIL

C/- STACKS THE LAW FIRM WITH HALLIDAY & STAINLAY

DX 20451 MURWILLUMBAH NSW

Postcode 2484

LAND TITLES OFFICE USE ONLY			
Lodged on at	Checked by Ruy	Advice of recording sent to Lodging Party on	Notice pursuant to section 74F(6) Real Property Act 1900 Prepared by on Sent:

- (G) The Caveator claims to be entitled to the estate or interest specified in Schedule 1 in the Land/Registered Dealing referred to above by virtue of the instrument/facts set out in that Schedule and prohibits the Registrar General from taking, with respect to the
- (H) Land/Registered Dealing, the action specified in Item No(s) of Schedule 2 unless the Caveator has consented in writing or this Caveat has lapsed or been withdrawn.

(I) **SCHEDULE 1**
 Estate or Interest claimed

Nature of the estate or interest in the Land/Registered Dealing:

An equitable interest as the Grantee of an Option to Purchase an estate
 in fee simple

by virtue of the instrument referred to below/facts stated below:

Nature of Instrument	Date	Parties
Deed of Agreement	15th September 2000	SOUTHERN CROSS UNIVERSITY AND TWEED SHIRE COUNCIL

J) **SCHEDULE 2**
 Action prohibited by this Caveat

- The recording in the register of any dealing other than a plan affecting the estate or interest claimed by the Caveator and set out in Schedule 1.
- The registration or recording of any plan other than a delimitation plan* affecting the estate or interest claimed by the Caveator and set out in Schedule 1.
- The registration of delimitation plan* No.
- The granting of any possessory application** with respect to the land referred to above.
- The recording in the Register of any dealing affecting the estate or interest of which the Caveator is the registered proprietor.

* A plan defining the boundaries of land in a limited folio of the register (see Part IVB Real Property Act 1900).

** An application made by a person claiming title to land by virtue of adverse possession (see Part VIA Real Property Act 1900).

K)

STATUTORY DECLARATION

I JOHN FREDERICK GRIFFIN solemnly and sincerely declare that

1. To the best of my knowledge, information and belief the Caveator has a good and valid claim to the Estate or Interest set out in Schedule I;
2. This Caveat does not require the leave of the Supreme Court or the endorsed consent of the registered proprietor/possessory applicant; and
3. This Caveat is certified correct for the purposes of the Real Property Act 1900.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at MURWILLUMBAH on 19 December 1992 in the presence of

B. J. Donaghy
Signature of Witness

Brian Joseph Donaghy
Name of Witness (BLOCK LETTERS)

32 BRENNAN PLACE ULLSWORTH MURWILLUMBAH
Address and Qualification of Witness NSW 2484

JUSTICE OF THE PEACE



JOHN FREDERICK GRIFFIN
Signature of Caveator
COUNCIL GENERAL MANAGER

CONSENT OF REGISTERED PROPRIETOR
(section 74F Real Property Act 1900)

I, the Registered Proprietor named above, for the purposes of section 74F(6) of the Real Property Act 1900 only, consent to this Caveat.

John A. Richards
Signature of Registered Proprietor
JOHN A. RICHARDS
VIC-CHANCELLOR
SOUTHERN CROSS UNIVERSITY

INSTRUCTIONS FOR COMPLETION

WARNING: care should be exercised in completing a caveat form. An insupportable caveat may be challenged in the Supreme Court; damages may be awarded for lodging a caveat without justification; and penalties could be imposed for a breach of the Oaths Act 1900 and section 117 of the Real Property Act 1900. Furthermore failure to observe the requirements of section 117 of the Real Property Act 1900 and regulations 6B and 6C of the Real Property Act Regulations 1970 may make the caveat invalid.

1. This caveat must be completed clearly and legibly in permanent, dense, black or dark blue non-copying ink. If using a dot-matrix printer the print must be of letter-quality.
2. Do not use an eraser or correction fluid to make alterations: rule through rejected material. Initial each alteration in the left-hand margin.
3. If the space provided at any point is insufficient you may annex additional pages. These must be the same size as the caveat form; paper quality, colour, etc, should conform to the requirements set out in Land Titles Office Information Bulletin No. 19. All pages must be signed by the person making the Statutory Declaration and the attesting witness.
4. The following instructions relate to the marginal letters on the form.

continued overleaf

inf:14/3324 /Src:M

CAVEAT

7370171B

Prohibiting recording of a DEALING or the
or granting of a POSSESSORY APPLICATION
Section 74F Real Property Act 1900



NOT L1R844

Office of Sites Revenue use only

B

(A) LAND

Show no more than 20 References to Title.

Form IDENTIFIED 2/10/1996

(B) REGISTERED DEALING

If applicable.

(C) LODGED BY

L.T.O. Box Name, Address or DX and Telephone

35D

MORRIS, HAYES & EDGAR
DX 420, SYDNEY PH: 9232-2411 AGENTS FOR

REFERENCE (max. 15 characters):

(D) REGISTERED PROPRIETOR

Of the Land/Registered Dealing:
show the full name and address.

SOUTHERN CROSS UNIVERSITY

C- WALTERS SOLICITORS

FIRST FLOOR, 105 MOLESWORTH STREET, LISMORE

Postcode 2480

(E) CAVEATOR

Show the full name and address.

X

TWEED SHIRE COUNCIL
CULTURAL & CIVIC CENTRE
TUMBULGUM ROAD
MURWILLUMBAH 2484

Postcode 2484

(F) ADDRESS FOR SERVICE OF
NOTICES ON THE CAVEATOR

Street address or DX in New South Wales.

TWEED SHIRE COUNCIL

C- STACKS THE LAW FIRM WITH HALLIDAY & STAINLAY

DX 20451 MURWILLUMBAH

Postcode 2484

LAND TITLES OFFICE USE ONLY

Lodged on at am/pm	Checked by Rcy	Advice of recording sent to Lodging Party on	Notice pursuant to section 74F(6) Real Property Act 1900 Prepared by Sent:

1/2

- G) The Caveator claims to be entitled to the estate or interest specified in Schedule 1 in the Land/Registered Dealing referred to above by virtue of the instrument/facts set out in that Schedule and prohibits the Registrar General from taking, with respect to the
 H) Land/Registered Dealing, the action specified in Item No(s) of Schedule 2 unless the Caveator has consented in writing or this Caveat has lapsed or been withdrawn.

I) **SCHEDULE 1**
 Estate or Interest claimed

Nature of the estate or interest in the Land/Registered Dealing:—

~~Interest in the land securing compliance by the Registered Proprietor with Deed of~~

~~Agreement dated~~

by virtue of the instrument referred to below/Facts stated below:

Nature of Instrument	Date	Parties
Deed of Agreement	15/9/2000	SOUTHERN CROSS UNIVERSITY AND TWEED SHIRE COUNCIL

J) **SCHEDULE 2**
 Action prohibited by this Caveat

1. The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the Caveator and set out in Schedule 1.
2. The registration or recording of any plan other than a delimitation plan* affecting the estate or interest claimed by the Caveator and set out in Schedule 1.
3. The registration of delimitation plan* No.
4. The granting of any possessory application** with respect to the land referred to above.
5. The recording in the Register of any dealing affecting the estate or interest of which the Caveator is the registered proprietor.

* A plan defining the boundaries of land in a limited folio of the register (see Part IVB Real Property Act 1900).

** An application made by a person claiming title to land by virtue of adverse possession (see Part VIA Real Property Act 1900).

STATUTORY DECLARATION

I, DR JOHN FREDERICK GRIFFIN solemnly and sincerely declare that

1. To the best of my knowledge, information and belief the Caveator has a good and valid claim to the Estate or Interest set out in Schedule 1;
2. This Caveat does not require the leave of the Supreme Court or the endorsed consent of the registered proprietor/possessory applicant; and
3. This Caveat is certified correct for the purposes of the Real Property Act 1900.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

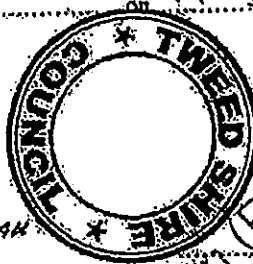
Made and subscribed at MUSKUMBUH on 19th December 1992 in the presence of

B. J. Damushis
Signature of Witness

Brian Joseph Damushis
Name of Witness (BLOCK LETTERS)

32 BREMEN PLACE LAKSHI VILLAGE MUSKUMBUH
Address and Qualification of Witness NEW GUIN.

JUSTICE OF THE PEACE



JOHN FREDERICK GRIFFIN
Signature of Caveator
COUNCIL GENERAL MANAGER

CONSENT OF REGISTERED PROPRIETOR
(section 74F Real Property Act 1900)

I, the Registered Proprietor named above, for the purposes of section 74F(6) of the Real Property Act 1900 only, consent to this Caveat.

John A. Richards
Signature of Registered Proprietor
JOHN A. RICHARDS
VICE-PHARMACEUTICAL
SOUTHERN CROSS UNIVERSITY

INSTRUCTIONS FOR COMPLETION

WARNING: care should be exercised in completing a caveat form. An insupportable caveat may be challenged in the Supreme Court; damages may be awarded for lodging a caveat without justification; and penalties could be imposed for a breach of the Oaths Act 1900 and section 117 of the Real Property Act 1900. Furthermore failure to observe the requirements of section 117 of the Real Property Act 1900 and regulations 6B and 6C of the Real Property Act Regulations 1970 may make the caveat invalid.

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2. Do not use an eraser or correction fluid to make alterations: rule through rejected material. Initial each alteration in the left-hand margin.
3. If the space provided at any point is insufficient you may annex additional pages. These must be the same size as the caveat form; paper quality, colour, etc. should conform to the requirements set out in Land Titles Office Information Bulletin No. 19. All pages must be signed by the person making the Statutory Declaration and the attesting witness.
4. The following instructions relate to the marginal letters on the form.

continued overleaf

Form: * 08X
Release: 3
www.lpi.nsw.gov.au

CAVEAT

Prohibiting Recording of a Dealing
or Granting of a Possessory Appl
New South Wales

Section 74F Real Property Act 1900



AD544878N

PRIVACY NOTE: this information is legally required and will become part of the public record

STAMP DUTY

Office of State Revenue use only

(A) LAND

Torrens Title

2/1019196

(B) REGISTERED DEALING

Number

Torrens Title

(C) LODGED BY

Delivery Box

Name, Address or DX and Telephone

228R

McCabe Terrill Lawyers
DX 145
Sydney
Reference: TSM-ADK:67805

LEPN: 1231460

CODE

X

(D) REGISTERED PROPRIETOR

Southern Cross University ABN 41 995 655 524
PO Box 157
Lismore NSW

Postcode: 2480

(E) CAVEATOR

University Co-op Bookshop Limited ACN 102 169 433
Level 10, 235 Jones Street
Ultimo NSW

Postcode: 2007

(F) ADDRESS FOR SERVICE OF NOTICES ON THE CAVEATOR

This must be a street address. If desired, a Document Exchange box in NSW may be provided in addition.

McCabe Terrill Lawyers
Level 14, 130 Elizabeth Street
Sydney NSW

Postcode: 2000

Document Exchange Box in NSW (optional): DX 145

(G) ACTION PROHIBITED

Note: If the caveator's name or address for service of notices changes, LPI must be notified on form 08CX.

1

- (H) The caveator claims to be entitled to the estate or interest specified in Schedule 1 in the above land by virtue of the instrument and facts set out in that schedule and prohibits the Registrar General from taking, with respect to the above land, the action specified above unless the caveator has consented in writing or this caveat has lapsed or been withdrawn.

AD94920

6/11

WARNING: care should be exercised in completing a caveat form. An insupportable caveat may be challenged in the Supreme Court; damages may be awarded for lodging a caveat without justification; and penalties could be imposed for a breach of the Oaths Act 1900 and section 117 of the Real Property Act 1900. Furthermore failure to observe the requirements of section 117 of the Real Property Act 1900 and regulations 7 and 8 of the Real Property Regulation 1998 may make the caveat invalid.

(I) **SCHEDULE 1 Estate or interest claimed**

Nature of the estate or interest in the Land		
By virtue of the instrument referred to below		
Nature of Instrument	Date	Parties
Lease	21 Nov 2006	University Co-op Bookshop Limited as lessee and Southern Cross University as lessor
By virtue of the facts stated below		
University Co-op Bookshop executed and delivered to the lessor a lease on 21 November 2006		

(J) **SCHEDULE 2 Action prohibited by this caveat**

1. The recording in the Register of any dealing other than a plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
2. The registration or recording of any plan other than a delimitation plan affecting the estate or interest claimed by the caveator and set out in Schedule 1.
3. The registration of delimitation plan No.
4. The granting of any possessory application with respect to the land referred to above.
5. The recording in the register of any dealing affecting the estate or interest of which the caveator is registered proprietor.
6. The granting of an application to extinguish the created by No.

(K) **STATUTORY DECLARATION**

- I, **Terence Sean McCabe** solemnly and sincerely declare that—
1. To the best of my knowledge, information and belief the caveator has a good and valid claim to the estate or interest set out in Schedule 1.
 2. This caveat does not require the leave of the Supreme Court or the endorsed consent of the
 3. This caveat is certified correct for the purposes of the Real Property Act 1900.
- I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at **Sydney**

In the State of New South Wales

on **5 NOVEMBER 2007** in the presence of—

Signature of witness:

Signature of declarant:

Name of witness:

Andrew Kopylko

Address of witness:

Level 14, 130 Elizabeth St, Sydney NSW 2000

Capacity of declarant if other than the caveator:

Solicitor of Caveator

Qualification of Witness: **Solicitor**

(L) **CONSENT OF THE REGISTERED PROPRIETOR** of the estate or interest affected by the caveat (section 74F Real Property Act 1900)

I, the registered proprietor named at letter (D), for the purposes of section 74F(6) Real Property Act 1900 only, consent to this caveat.

Signature of registered proprietor:

Planning Certificate under Section 149

Environmental Planning and Assessment Act, 1979

Land No. 43767

Applicant: Infotrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

Certificate No: 149C14/1323
Date of Issue: 13/05/2014
Receipt No: Paid by Account
Fee Paid:

Your Reference: 14/3324

Property Description: Lot 2 DP 1019196 No. 21 Brett Street TWEED HEADS

In accordance with the requirements of section 149 of the Environmental Planning and Assessment Act 1979 (as amended), the following prescribed matters relate to the land at the date of this certificate.

ITEM 1

Names of relevant planning instruments and DCPs

- (1) The name of each environmental planning instrument that applies to the carrying out of development on the land.
- (2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).
- (3) The name of each development control plan that applies to the carrying out of development on the land.
- (4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

Item 1(1)

The following local environmental planning instrument applies to the carrying out of development on the land:

Tweed City Centre LEP 2012
Tweed Shire LEP 2014

The following State environmental planning policies (SEPPs) apply to the carrying out of development on the land.

State Environmental Planning Policy (Affordable Rental Housing) 2009
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Major Development) 2005
State Environmental Planning Policy (Rural Lands) 2008
State Environmental Planning Policy (Rural Lands) 2008 applies with the exception of clause 9
State Environmental Planning Policy No. 4 - Development Without Consent and Miscellaneous Exempt and Complying Development applies with the exception of clause 6 and Parts 3 and 4

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Date: 13/05/2014



State Environmental Planning Policy No. 6 - Number of Storeys in a Building
State Environmental Planning Policy No. 15 - Rural Landsharing Communities
State Environmental Planning Policy No. 21 - Caravan Parks
State Environmental Planning Policy No. 22 - Shops and Commercial Premises
State Environmental Planning Policy No. 30 - Intensive Agriculture
~~State Environmental Planning Policy No. 32 - Urban Consolidation (Redevelopment of Urban Land)~~
State Environmental Planning Policy No. 33 - Hazardous and Offensive Development
State Environmental Planning Policy No. 38 - Manufactured Homes Estate
State Environmental Planning Policy No. 44 - Koala Habitat Protection
State Environmental Planning Policy No. 50 - Canal Estate Development
State Environmental Planning Policy No. 55 - Remediation of Land
State Environmental Planning Policy No. 62 - Sustainable Aquaculture
State Environmental Planning Policy No. 64 - Advertising and Signage
State Environmental Planning Policy No. 65 - Design Quality of Residential Flat Development
State Environmental Planning Policy No. 71 - Coastal Protection
State Environmental Planning Policy (Infrastructure) 2007
State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
State Environmental Planning Policy (Temporary Structures) 2007

Item 1(2)

The following draft local environmental plan(s) and draft planning proposal(s) have been placed on public exhibition and apply to the carrying out of development on the land:

There are no draft Local Environmental Plans currently applying to the subject land.

Item 1(3)

The following development control plan(s) that have been prepared apply to the carrying out of development on the land:

Section A1 - Residential and Tourist Development Code
Section A2 - Site Access and Parking Code
Section A3 - Development of Flood Liable Land
Section A4 - Advertising Signs Code
Section A5 - Subdivision Manual
Section A6 - Biting Midge and Mosquito Control
Section A7 - Child Care Centres
Section A8 - Brothels Policy
Section A9 - Energy Smart Homes Policy
Section A10 - Exempt and Complying Development
Section A11 - Public Notification of Development Proposals

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Date: 13/05/2014



Section A13 - Socio Economic Impact Assessment
Section A15 - Waste Minimisation and Management
Section A16 - Preservation of Trees or Vegetation
Section B2 - Tweed City Centre

ITEM 2

Zone and land use under relevant LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

- the identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2 (a)"),
- the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,
- the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,
- the purposes for which the instrument provides that development is prohibited within the zone,
- whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,
- whether the land includes or comprises critical habitat,
- whether the land is in a conservation area (however described),
- whether an item of environmental heritage (however described) is situated on the land.

Item 2(a-d)

The subject land is within the following zone(s) and is affected by the following land use table:

Zone B4 Mixed Use

1. Objectives of zone

- To provide a mixture of compatible land uses.
- To integrate suitable business, office, residential, retail and other development in accessible locations so as to maximise public transport patronage and encourage walking and cycling.

2. Permitted without consent

Environmental facilities; Environmental protection works; Home occupations

3. Permitted with consent

Boarding houses; Child care centres; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Home industries; Hostels; Hotel or motel accommodation; Information and education facilities; Medical centres; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Seniors housing; Shop top housing; Any other development not specified in item 2 or 4

4. Prohibited

Agriculture; Airstrips; Air transport facilities; Animal boarding or training establishments; Boat building and repair facilities; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Exhibition homes; Exhibition villages; Farm buildings; Farm stay accommodation; Forestry; Freight transport facilities; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Marinas; Moorings; Mortuaries; Residential accommodation; Rural industries; Service stations; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres;

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Date: 13/05/2014



Wharf or boating facilities; Wholesale supplies

(End of Zone B4)

Tweed City Centre Local Environmental Plan 2012 applies to this land.

Item 2(e) - Minimum Standards for the Erection of a Dwelling-House:

See land use table listed in Items 2(a-d) above. If minimum standard not specified, no development standard applies or Part 4 of Tweed Local Environmental Plan 2014 and Tweed City Centre Local Environmental Plan 2012.

Item 2(f) - Critical Habitat:

The subject land is not identified as including or comprising critical habitat as prescribed in the Threatened Species Conservation Act 1995 or (subject to section 5c) Part 7A of the Fisheries Management Act 1994.

Item 2(g) - Conservation Area:

The subject land is not within a heritage conservation area identified within the Tweed Local Environmental Plan 2014.

Item 2(h) - Item of Environmental Heritage:

The subject land does not contain nor constitute an item of environmental heritage as listed in Schedule 2 of the Tweed Local Environmental Plan 2000 and Schedule 5 of Tweed Local Environmental Plan 2014.

Other Clauses under Tweed Local Environmental Plan 2000

The subject land is not affected by any special clauses in Tweed Local Environmental Plan 2000.

ITEM 3

Complying Development

Extract from Clause 47 of the Environmental Planning and Assessment (Complying Development and Fire Safety) Regulation 2013 - Schedule 1 - Amendment of Environmental Planning and Assessment Regulation 2000

"Schedule 4 Planning certificates

- (1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (a) to (e), (2), (3) and (4) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
- (2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (a) to (e), (2), (3) and (4) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land."

Subdivisions Code (Strata Subdivision)

Yes. Complying Development under the Subdivisions (Strata Subdivisions) Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Demolition Code

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Yes. Complying Development under the Demolition Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Commercial and Industrial Alterations Code

Yes. Complying Development under the Commercial and Industrial Alterations Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

General Housing and Rural Housing Code

No. Complying Development under the General Housing Code and Rural Housing Code may not be carried out on this land. The land is affected by specific land exemptions:

- * land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2

Housing Alterations Code and General Development Code

Yes. Complying Development under the Housing Alterations Code and General Development Code may be carried out on this land subject to an assessment of compliance with the requirements of the SEPP.

Commercial and Industrial (New Buildings and Additions) Code

No. Complying Development under the Commercial and Industrial (New Buildings and Additions) Code may not be carried out on this land. The land is affected by specific land exemptions:

- * land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2

Qualifying Statement on Council Data Affecting this Item

Tweed Shire Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, however this restriction may not apply to all of the land.

EXPLANATORY NOTE FOR ITEM 3 COMPLYING DEVELOPMENT

Please note that Council has updated its Section 149(2) Planning Certificate Information to reflect the statutory changes introduced by the NSW State Government relating to amendments to the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, via the Amendment (Commercial and Industrial Development and Other Matters) 2013, and the Environmental Planning and Assessment Regulation 2000, via the Amendment (Complying Development and Fire Safety) 2013, which all take full effect from 22 February 2014.

To assist with the introduction of these SEPP amendments, the NSW Department of Planning and Infrastructure (DPI) has provided a series of information sheets on its web site www.planning.nsw.gov.au

The DPI also issued Circulars PS13-004 and PS13-005 on 23 December 2013 which explains what steps local councils need to undertake to implement the commencement of these new controls.

The DPI have stated the following rationale for the new Amendments:

"The amending Regulation makes important changes to the lodgement and determination of applications for a complying development certificate (CDC). This includes new requirements to provide advice and notification of complying development to neighbours. There are also additional requirements for information to be lodged with an application for a CDC and for conditions to be imposed on a CDC approval.

The SEPP has been amended to include new complying development codes, development standards and other requirements. These amendments will require changes to the information provided in section 149 planning certificates. The new development types also include a number of prerequisites for certain proposals to be complying development. These and other related matters are specified in the Regulation."

It is strongly suggested that you review this information before proceeding with the lodgement of a Complying Development Certificate application to either Council or a private certifier.

For any further clarification of these matters, please contact Council's Development Assessment or Building Units.

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Date: 13/05/2014



Certain Information Relating to Beaches and Coasts

- (1) In relation to a coastal council - whether an order has been made under Part 4D of the Coastal Protection Act 1979 in relation to temporary coastal protection works (within the meaning of that Act) on the land (or on public land adjacent to that land), except where the council is satisfied that such an order has been fully complied with.
- (2) In relation to a coastal council:
- (a) whether the council has been notified under section 55X of the Coastal Protection Act 1979 that temporary coastal protection works (within the meaning of that Act) have been placed on the land (or on public land adjacent to that land), and
- (b) if works have been so placed - whether the council is satisfied that the works have been removed and the land restored in accordance with that Act.
- (3) (Repealed)

No

ITEM 4B

Annual Charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works

In relation to a coastal council - whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note. "Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

No

ITEM 5

Mine Subsidence:

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 16 of the Mine Subsidence Compensation Act 1961.

No

ITEM 6

Road Widening and Road Realignment:

Whether or not the land is affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993, or
- (b) any environmental planning instrument, or
- (c) any resolution of the council.

(Item 6(a-c))

The subject land is not affected by any road widening or realignment proposal under either Division 2 or Part 3 of the Roads Act, 1993, any environmental planning instrument or any resolution of the Council.

ITEM 7

Council and other public authority policies on hazard risk restrictions

Certificate No: 149C14/1323
Date: 13/05/2014



Whether or not the land is affected by a policy:

- (a) adopted by the council, or
(b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,
that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

Item 7(a-b)

Land Slip:

The council has not adopted a policy to restrict development of the subject land because of the likelihood of land slip. Geotechnical investigations may be required prior to development of some sites, depending upon the characteristics of the site and the nature of development proposed.

Bushfire:

The Council has not adopted a policy to restrict development of the subject land because of the likelihood of bushfire hazard.

Tidal Inundation:

Council has no records that indicate that the land is affected by tidal inundation. Accordingly, the Council has not adopted a policy to restrict development of the land in respect of tidal inundation.

Subsidence:

Council records do not indicate that the land is affected by subsidence. Accordingly, the Council has not adopted a policy to restrict development of the land in respect to subsidence.

Acid Sulfate Soils:

The subject land is identified as Class 2 on Councils "Acid Sulfate Soil Planning Map". Refer to Clause 35 of Tweed Local Environmental Plan 2000 regarding implications of this classification on developing the land.

Any Other Risk:

Council has adopted a policy to restrict development of the subject land due to the following other identified risk: -

• **Cattle Tick Dip Sites:**

Council records do not indicate that the land is or has been used as a Cattle Tick Dip Site. Accordingly, no policy has been adopted to restrict development of the land in respect to cattle tick dip sites.

Contamination:

Council has not by resolution, adopted a policy which may restrict development of the subject land in respect of potential contamination of that land.

Due to the historical nature of land uses in the Tweed Shire, there is a possibility that land previously used for such purposes as agriculture, industrial, residential, commercial or similar uses would contain contamination. Enquiries should be made at the Council for any information held in their files and enquiries should also be made with all other relevant authorities. Tweed Shire Council has not yet prepared any detailed information as to whether this land is contaminated land.

• **Coastal Hazards:**

This property is not affected.

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Date: 13/05/2014



ITEM 7A

Flood related development controls information

(1)	Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes, or seniors housing) is subject to flood related development controls.
(2)	Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.
(3)	Words and expressions in this clause have the same meanings as in the Instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

Item 7A(1-3)

- (1) The land is a flood control lot. Flood planning levels, such as minimum fill and floor levels apply to land in this area, as prescribed by Development Control Plan Section A3 - Development of Flood Liable Land. In this area Council adopted a design flood level of RL 2.6m AHD and requires new residential dwellings to be constructed with a minimum floor level of RL 3.1m AHD. Council also has an adopted policy for extensions to existing residential dwellings below the adopted design floor level. Flood planning levels are subject to change as new information is obtained. Greenfield residential subdivisions are subject to climate change affected flood planning levels.

Council is aware that the land is flood prone, as defined by Development Control Plan Section A3 - Development of Flood Liable Land. The land is a flood control lot and development of this land shall be subject to the relevant controls in the plan.

Floodplain Risk Management Study

The subject land is situated within the low flow area under the Tweed Valley Floodplain Risk Management Study (and Draft Plan) 2005 - Part 2 Planning Controls for High Flow Areas dated August 2006.

- (2) Council is aware that the land is in an area which may be susceptible to flooding. Consequently Council has adopted Development Control Plan A3 - Development of Flood Liable Land, which establishes minimum standards for development not referred to in (1)

ITEM 8

Land Reserved for Acquisition:

Whether or not any environmental planning instrument or proposed environmental planning instrument, referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 27 of the Act.

The subject land is not identified as being subject to acquisition by a public authority (as referred to in section 27 of the EP&A Act 1979) under the provisions of any environmental planning instrument (seamed or draft environmental planning instrument).

ITEM 9

Contributions Plans:

The name of each contributions plan applying to the land.

The following contributions plan(s) apply (or may apply depending upon proposed future development) to the subject land:

Certificate No: 149C14/1323
Date: 13/05/2014



Section 94 Plan No 4 - Tweed Road Contribution Plan
Section 94 Plan No 11 - Tweed Shire Library Facilities
Section 94 Plan No 12 - Bus Shelters
Section 94 Plan No 13 - Eviron Cemetery
Section 94 Plan No 15 - Developer Contributions for Community Facilities
Section 94 Plan No 16 - Emergency Facilities (Surf Lifesaving)
Section 94 Plan No 18 - Council Administration Offices and Technical Support Facilities
Section 94 Plan No 22 - Cycleways
Section 94 Plan No 26 - Shirewide/Regional Open Space
Section 94 Plan No 27 - Tweed Heads Master Plan - Local Open Space/Streetscaping

ITEM 9A

Biodiversity Certified Land:

If the land is biodiversity certified land (within the meaning of Part 7AA of the Threatened Species Conservation Act 1995), a statement to that effect.

No Council has not received any biodiversity certifications.

ITEM 10

Blobanking agreements

If the land is land to which a blobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 relates, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Director-General of the Department of Environment, Climate Change and Water).

Council has not been notified of the existence of any blobanking agreements by the Director-General of the Department of Environment, Climate Change and Water.

ITEM 11

Bush Fire Prone Land

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land.

If none of the land is bush fire prone land, a statement to that effect.

The subject land is not identified as bush fire prone land in accordance with the Bush Fire Prone Land map certified in accordance with Section 146(2) of the Environmental Planning and Assessment Act, 1979, as amended.

ITEM 12

Property Vegetation Plans

If the land is land to which a property vegetation plan under the Native Vegetation Act 2003 applies, a statement to that effect (but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act).

Certificate No: 149C14/1323
Date: 13/05/2014



The subject land is not affected by a Property Vegetation Plan under the Native Vegetation Act 2003.

ITEM 13

Orders under Trees (Disputes between Neighbours) Act 2006

Whether an order has been made under the Trees (Disputes between Neighbours) Act 2006 to carry out work in relation to a tree on the land (but only if the council has been notified of the order).

Council has not been notified of any Order made under the Trees (Disputes between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

ITEM 14

Directions under Part 3A

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.

There are no Directions under Part 3A affecting this land.

ITEM 15

Site compatibility certificate and conditions affecting seniors housing

If the land is land to which ~~State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004~~ applies:

- (a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:
 - (i) the period for which the certificate is current, and
 - (ii) that a copy may be obtained from the head office of the Department of Planning, and
- (b) a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

There are no site compatibility certificates and conditions affecting seniors housing on the land.

ITEM 16

Site compatibility Certificate for Infrastructure

A statement of whether there is a valid site compatibility certificate (Infrastructure), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

- (a) the period for which the certificate is valid, and
- (b) that a copy may be obtained from the head office of the Department of Planning

There are no site compatibility certificates for Infrastructure on the land.

ITEM 17

Site compatibility certificates and conditions for affordable rental housing

- (1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include:

Certificate No: 149C14/1323
Date: 13/05/2014



- (a) the period for which the certificate is current, and
(b) that a copy may be obtained from the head office of the Department of Planning.
- (2) A statement setting out any terms of a kind referred to in clause 17 (1) or 38 (1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.

There are no site compatibility certificates and conditions for affordable rental housing on the land.

ITEM 18

Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.
(2) The date of any subdivision order that applies to the land.
(3) Words and expressions used in this clause have the same meaning as they have in Part 18 of this Regulation.

There is no paper subdivision information relating to this land.

ITEM 19

Site verification certificates

A statement of whether there is a current site verification certificate, of which the council is aware, in respect of the land, if there is a certificate, the statement is to include:

- (a) the matter certified by the certificate, and

Note. A site verification certificate sets out the Director-General's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land - see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

- (b) the date on which the certificate ceases to be current (if any), and

- (c) that a copy may be obtained from the head office of the Department of Planning and Infrastructure.

Note. The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

- (a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,
(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,
(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,
(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,
(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

Note. Section 26 of the Nelson Building and Jobs Plan (State Infrastructure Delivery) Act 2009 provides that a planning certificate must include advice about any exemption under section 23 or authorization under section 24 of that Act if the council is provided with a copy of the exemption or authorization by the Co-ordinator General under that Act.

There are no site verification certificates relating to this land.

Prescribed matters in accordance with the Contaminated Land Management Act 1997

Certificate No: 149C14/1323
Date: 13/05/2014



The following matters are prescribed by section 59(2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

- (a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act – if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,
- (b) that the land to which the certificate relates is subject to a management order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,
- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act – if it is the subject of such an approved proposal at the date when the certificate is issued,
- (d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,
- (e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act – if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

(a) Significantly Contaminated Land

As at the date of this certificate, Council has not been notified by the Environment Protection Authority (EPA) that the land is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.

(b) Management Order

As at the date of this certificate, Council has not been notified by the Environment Protection Authority (EPA) that the land is the subject of a management order within the meaning of the Contaminated Land Management Act 1997.

(c) Approved Voluntary Management Proposal

As at the date of this certificate, Council has not been notified by the Environment Protection Authority (EPA) that the land is the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.

(d) Ongoing Maintenance Order

As at the date of this certificate, Council has not been notified by the Environment Protection Authority (EPA) that the land is the subject of an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.

(e) Site Audit Statement

As at the date of this certificate, Council has not been notified that the land is the subject of a site audit statement within the meaning of Part 4 of the Contaminated Land Management Act 1997. Council has not been notified provided with a copy of any site audit statement pertaining to the subject land.

Certificate No: 149C14/1323
Date: 13/05/2014



NOTE: The information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment Act 1979 and Environmental Planning and Assessment Regulation 2000.

Information provided under Section 149(2) is in accordance with the matters prescribed under Schedule 4 of the Environmental Planning and Assessment Regulation 2000.

When information pursuant to Section 149(5) is requested, the Council is under no obligation to furnish any particular information pursuant to that Section. The absence of any reference to any matters affecting the land shall not imply that the land is not affected by any matter not referred to in this Certificate.

In addition to the above information you may wish to obtain advice on additional matters affecting the site. A certificate under Section 149(5) of the Environmental Planning and Assessment Act 1979 would provide advice on the following additional matters:

- Development Approval/s Issued within the last five years;
- Draft Environmental Planning Instruments;
- Tree Preservation Orders;
- Further Information Regarding Contamination;
- Height under Tweed Local Environmental Plan 2000; Tweed City Centre Local Environmental Plan 2012 and Tweed Local Environmental Plan 2014
- Aircraft Noise;
- Future Road Corridor;
- Future Road Widening; and
- Farmland Protection

Council draws your attention to Section 149(6) which states that a Council shall not incur any liability in respect of any advice provided in good faith pursuant to subsection (5).

Please contact the Development Assessment Unit for further information about any instruments or affectations referred to in the Certificate.

TROY GREEN
GENERAL MANAGER

Per

Council Reference: DD14/0652
Your Reference: 14/3324



TWEED
SHIRE COUNCIL

16 May 2014

Customer Service | 1300 292 872 | (02) 6670 2400

InfoTrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

tel: 02 6670 2400
www.tweed.nsw.gov.au

Fax (02) 6670 2429
PO Box 816
Murwillumbah NSW 2484

Please address all correspondence
to the General Manager
ABN: 60 176 732 406

Dear Sir/Madam

Sewer Diagram
Lot 2 DP 1019196; No. 21 Brett Street TWEED HEADS

Please find enclosed a drainage diagram showing the location of sewer mains in relation to the abovementioned property.

NOTE: Council's policy "Work in Proximity to Sewers" precludes the construction of enclosed buildings, inground swimming pools, major retaining walls, etc. directly over public sewers.

Minor variations to this blanket exclusion will be permitted as specifically referenced in the Policy document. You should refer to the policy for further details.

For further information regarding this matter please contact Council's Building and Environmental Health Unit.

Yours faithfully

Barry Stegeman
ACTING MANAGER BUILDING AND ENVIRONMENTAL HEALTH

Enclosure

Released by SCU under Government Information (Public Access) Act 2009

Fixed Item	Purchase Price	Proposed Sale price	Column1
Room 2.23 Audiovisual Equipment	\$ 31,573.33	\$ 23,680.00	Approx 12 month old - 5 year life - 80%
Room 2.24 Audiovisual Equipment	\$ 31,901.16	\$ 23,925.87	Approx 12 month old - 5 year life - 80%
Harvard Room - Audiovisual Equipment	\$ 102,232.56	\$ 76,674.42	Approx 12 month old - 5 year life - 80%. Mediasite recorder will be retained by SCU
Seminar Room - Audiovisual Equipment	\$ 26,140.18	\$ 19,605.14	Approx 12 month old - 5 year life - 80%
Level 3 Meeting Room	Unknown	\$ 2,000.00	Includes display. Nominal value
80KVA Uninterruptable Power Supply	\$ 33,400.00	\$ 10,020.00	7 years old but recently upgraded, >10 year useful life - use 3/10's of value
4 x PCs for av rooms noted above	\$ 4,400.00	\$ 3,300.00	Dell 9020 units approx 12 months old
Total		\$ 159,205.42	

Not Included

Network Switches
Video Encoders
Card Access Controllers
Key Safe
PABX hardware
PCs other than noted in Inclusions
Flat Panel Televisions
Harvard Room Mediasite Recorder
VESDA Gas suppression system

Blanket Inclusions (unless taken by SCU - audit underway)

All fixed whiteboards
Fridges, Microwaves
Desks
Chairs
Meeting Tables
Help phones
Noticeboards
CCTV cameras
Card readers
Filing cabinets
Data Centre Racks containing fixed cabling

SCU equipment

Encoder is proprietary, however analogue cameras to remain
Door readers and electronic latches to be left to connect to another system
Proprietary to SCU security system
SCU equipment
SCU equipment
Subject to audit for which were left
Requires mediasite server infrastructure
Some pipework infrastructure to be left

Released by SCU under Government Information (Public Access)

Released by SCU under Government Information (Public Access) Act 2009

LEASE
New South Wales
Real Property Act 1900

Leave this space clear. Affix additional
pages to the top left-hand corner.

PRIVACY NOTE: this information is legally required and will become part of the public record

STAMP DUTY

Office of State Revenue use only

(A) TORRENS TITLE

Property leased: if appropriate, specify the part or premises

PART premises located at 21 Brett Street, Tweed Heads comprised in
Certificate of Title Folio Identifier 2/1019196 being an area of
597.80m² shown highlighted in yellow in the plan attached and marked as
Annexure A

(B) LODGED BY

Delivery
Box

Name, Address or DX and Telephone

Reference:

CODE

L

(C) LESSOR

TWEED SHIRE COUNCIL

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable):

(E) LESSEE

SOUTHERN CROSS UNIVERSITY

ABN: 41 995 651 524

(F)

TENANCY:

(G) 1. TERM:

2. COMMENCING DATE:

3. TERMINATING DATE: 31 December 2017

4. With an **OPTION TO RENEW** for a period of N.A.

set out in clause of N.A.

5. With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.

6. Together with and reserving the **RIGHTS** set out in clause N.A. of N.A.

7. Incorporates the provisions set out in **ANNEXURE A & B** hereto.

8. Incorporates the provisions set out in **MEMORANDUM** filed at Land and Property Information New South Wales as
No. N.A.

9. The **RENT** is set out in item No. 13 of Annexure A

All handwriting must be in block capitals.

DATE

(H)

Certified correct for the purposes of the Real Property Act 1900
by the corporation named below the common seal of which
was affixed pursuant to the authority specified and in the presence
of the authorised person(s) whose signature(s) appear(s) below.
Corporation: TWEED SHIRE COUNCIL
Authority: BY RESOLUTION DATED 10 APRIL 2014

Signature of authorised person:

Name of authorised person:
Office held: MAYOR

Signature of authorised person:

Name of authorised person: TROY GREEN
Office held: GENERAL MANAGER

I certify that the person(s) signing opposite, with whom
I am personally acquainted or as to whose identity I am
otherwise satisfied, signed this instrument in my presence.

Signature of witness:

Name of witness:
Address of witness:

Certified correct for the purposes of the Real Property
Act 1900 by the authorised officer named below.

Signature of authorised officer:

Authorised officer's name:
Authority of officer:
Signing on behalf of:

(I) STATUTORY DECLARATION

I,

solemnly and sincerely declare that—

1. The time for the exercise of option to _____ in expired lease No. _____ has ended;
2. The lessee under that lease has not exercised the option

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at
on _____
in the presence of—

in the State of New South Wales

Signature of witness:

Name of witness:

Address of witness:

Qualification of witness:

Signature of lessor:

ANNEXURE A

Landlord: TWEED SHIRE COUNCIL

Tenant: SOUTHERN CROSS UNIVERSITY

This annexure consists of 2 pages.

NOTE: Any alterations and additions to Lease Covenants in Annexure B **must** be made by additional clauses in Annexure Q. The printed clauses in Annexure B are to remain in their copyright form without alteration.

SCHEDULE OF ITMES (continued)

Item 10
(cl 2.3, 13.1)
(cl 13.7)

A. The guarantor:

B. Limit of guarantor's liability:

Item 11
(cl 3)

Additional leased property:

Item 12
(cl 4)

Option to renew

A. Further period of
to

years from

B. Further period of
to

years from

C. Maximum period of tenancy
under this lease and permitted renewals:

years

D. First day option for renewal can be exercised:

E. Last day option for renewal can be exercised:

Item 13
(cl 5)

Rent

For the lease period:

From the commencement date
to the first rent review date:

\$164,395 (GST exclusive) a year
by monthly instalments of \$13,699.58 (GST
exclusive)

Afterwards:

At the new yearly rent beginning on each
review date by monthly instalments of
one twelfth of the new yearly rent.

For the further period in item 12A:
From the commencement date
to the first rent review date:

(for example: Current market rent)

Afterwards:

At the new yearly rent beginning on each review
date by monthly instalments of one twelfth of the
new yearly rent.

ANNEXURE A

For the further period in item 12B:
From the commencement date
to the first rent review date:
(for example: Current market rent)

Afterwards:

At the new yearly rent beginning on each
review date by monthly instalments of
one twelfth of the new yearly rent.

Item 13
(cl 15)

B. Goods and Services Tax

Clause 15 provides for payment by the tenant of Goods and Services Tax unless otherwise here indicated:

Item 14

Outgoings

(cl 5)

A. Share of outgoings: on a proportional basis of the leased area against the total area
B. Outgoings -

- (a) water sewerage and drainage charges;
- (b) electricity usage charges
- (c) air conditioning maintenance charges
- (d) security charges
- (e) elevator maintenance charges

for the land or the building of which the property is part, fairly apportioned to the period of this lease.

Item 15
(cl 5.1.5)

Interest rate: 12%

Item 16
(cl 5.4)

Rent review

Rent review date	Method of rent review	If Method 1 applies,
Annually on the anniversary	2	increase by
of the commencement date	2	(the increase should show
		a percentage or amount).

Method 1 is a fixed amount or percentage.
Method 2 is Consumer Price Index.
Method 3 is current market rent.

Method 2 applies unless another method is stated.

Item 17

Permitted use:(cl 6.1) Office space or any permissible use with consent agreed between the parties

Item 18
(cl 8.1.1)

Amount of required public liability insurance:

\$10 Million

ANNEXURE A

Item 19 **Bank Guarantee**
(cl 16)

months rent and the lessee's proportion of outgoings increased by the rate of GST
(expressed as a percentage) applicable from time to time.

Item 20 **Security Deposit**
(cl 17)

months rent and the lessee's proportion of outgoings increase by the rate of GST
(expressed as a percentage) applicable from time to time.

Details of strata manager/secretary of owner's corporation (if applicable)

The following alterations and additions are to be made to the Lease Covenants in Annexure B:

Special Conditions:

1. Clause 12.1 shall be amended by the inclusion of 12.1.4 which reads:

This lease ends -

- 12.1.4 (i) if the lessee gives to the lessor at any time during the term a written notice of termination giving six (6) months notice of the date of termination.
 (ii) if the lessor gives to the lessee at any time during the term a written notice of termination giving no less than fourteen (14) days notice of the date of termination.
2. Outgoings shown at Item 14 in Annexure A are payable by the Lessee from the date of occupation of the Leased premises.

CLAUSE 1 FORM OF THIS LEASE

What are the parts to this lease?

- 1.1 There are three parts to this lease – a lease form, Annexure A and this annexure.
- 1.2 This lease is a deed even if it is not registered.
- 1.3 A reference in this deed to the schedule is to the schedule of items commencing at item 1 on the lease form and ending with item 20 in Annexure A.

CLAUSE 2 PARTIES

Who are the parties to this lease?

- 2.1 The lessor is named on page 1 of this lease.
- 2.2 The lessee is named on page 1 of this lease.
- 2.3 The guarantor is named in item 10 in the schedule, if there is a guarantor.
- 2.4 If a party consists of two or more persons, obligations of that party can be enforced against any one or more of them.

CLAUSE 3 THE PROPERTY

What property is leased?

- 3.1 The property leased is described on page 1 of this lease.
- 3.2 The lessor's fixtures are included in the property leased.
- 3.3 If anything else is leased (such as furniture belonging to the lessor) and is described in item 11 in the schedule it is included in the property.
- 3.4 If the property has facilities and services shared in common with other persons in the same building as the property, clause 11.3.2 applies to those common facilities. The lessee shares the common facilities with the lessor, and with other lessees of the lessor. The lessor can set reasonable rules for sharing these common facilities.

CLAUSE 4 LEASE PERIOD

How long is this lease for?

- 4.1 This lease is for the period stated in item 1 in the schedule, commences on the date stated in item 2 in the schedule and ends on the date stated in item 3 in the schedule.
- 4.2 If a further period, commencing when this lease ends, is stated in item 12A in the schedule then the lessee has the option to renew this lease for that period.
- 4.3 The lessee can renew this lease more than once if that is stated in item 12B in the schedule. However the period of tenancy under this lease and under any renewal(s) is, in total, not longer than the maximum period stated in item 12C in the schedule.
- 4.4 The lessee can exercise the option only if –
 - 4.4.1 the lessee serves on the lessor a notice of exercise of option not earlier than the first day stated in item 12D in the schedule and not later than the last day stated in item 12E in the schedule;
 - 4.4.2 there is at the time of service no rent or outgoing that is overdue for payment; and
 - 4.4.3 at the time of service all the other obligations of the lessee have been complied with or fully remedied in accordance with the terms of any notice to remedy given by the lessor.

If this lease is extended by legislation, items 12D and 12E in the schedule are adjusted accordingly.

- 4.5 After exercising the option the lessee must continue to pay all rents and outgoing on time and continue to comply with all of the lessee's obligations under this lease. If the lessee does not do so, the lessor may treat any breach as being a breach of the new lease as well as of this lease.

- 4.6 A new lease will be the same as this lease except for –
- 4.6.1 the new rent;
 - 4.6.2 the commencement date and the termination date;
 - 4.6.3 the omission of clauses 4.2, 4.3, 4.4, 4.5 and 4.6 and items 12A and 12B in the schedule in the last lease allowed in item 12 in the schedule;
 - 4.6.4 item 12B becoming item 12A;
 - 4.6.5 adjustment of item 12C in the schedule; and
 - 4.6.6 adjustment of items 12D and 12E in the schedule. The number of days between the dates stated in items 12D and 12E in the schedule of the new lease and the termination date of the new lease and the number of days between each date stated in items 12D and 12E in the schedule of this lease and the termination date of this lease are to correspond.

If the new rent is to be current market rent it will be decided in the same way that current market rent is to be decided under Method 3 stated in clause 5 assuming that this lease and the new lease were one continuous lease and the commencement date of the new lease was a rent review date.

CLAUSE 5 MONEY

What money must the lessee pay?

- 5.1 The lessee must pay to the lessor or as the lessor directs –
- 5.1.1 the rent stated in item 13A in the schedule;
 - 5.1.2 the share stated in item 14A in the schedule of those outgoings stated in item 14B in the schedule;
 - 5.1.3 the reasonable cost to the lessor of remedying a default by the lessee;
 - 5.1.4 the reasonable cost to the lessor of dealing with any application by the lessee for the lessor's consent under this lease (whether or not it is given);
 - 5.1.5 interest on these moneys at the rate stated in item 15 in the schedule when payment is more than 14 days overdue, calculated from the due date to the date of payment;
 - 5.1.6 registration fee for registration of this lease at Land and Property Information NSW (payable on delivery to the lessor's solicitor of the executed lease);
 - 5.1.7 stamp duty on this lease (payable on delivery to the lessor's solicitor of the executed lease) if not previously paid by the lessee to the Office of State Revenue;
 - 5.1.8 if the lessee defaults, the lessor's reasonable legal costs relating to the default;
 - 5.1.9 the lessor's reasonable costs and expenses in connection with the preparation of this lease but only that part of those costs and expenses which are permitted to be recovered by a lessor under section 14 and section 45 of the *Retail Leases Act, 1994*; and
 - 5.1.10 GST as provided for in clause 15.
- 5.2 The first month's instalment of rent is to be paid by the commencement date. Each later month's instalment of rent is to be paid in advance.
- 5.3 A payment under clause 5.1.2 must be paid on the next rent day after a request for payment is made by the lessor.
- A request for payment can be made –
- 5.3.1 after the lessor has paid an outgoing; or
 - 5.3.2 after the lessor has received an assessment or account for payment of an outgoing.

If item 14B in the schedule refers to land tax –

- if the property is a strata lot, the relevant land tax is land tax on that lot;
- if the property is not a strata lot but is part of a building, the relevant land tax is land tax on the land on which the building is situated, plus any land of the lessor used or available for use by or for the benefit of lessees conducting business in the building or in connection with trading in the building; and
- in either case, the land tax must be calculated as if the land was the only land owned by the lessor and there was no special trust or non-concessional company involved.

When and how is the rent to be reviewed?

- 5.4 The rent is to be reviewed on the rent review dates stated in item 16 in the schedule.

If this lease is extended by legislation, the rent review dates include each anniversary of the latest rent review date stated in item 16 in the schedule (or if none is stated each anniversary of the commencement date) which falls during the extension.

- 5.5 The lessee must continue to pay rent at the old rate until the new rate is known. After that, the lessee is to pay the new rent from the next rent day. By that rent day the lessee is also to pay any shortfall between the old and new rate for the period since the rent review date. Alternatively, the lessor is to refund to the lessee any overpayment of rent.

- 5.6 There are three different methods described here for fixing the new rent on a rent review date. The method agreed by the lessor and the lessee is stated at item 16 in the schedule. The lessee is entitled to a reduction if the method produces a rent lower than the rent current just before the review date.

Method 1. By a fixed amount or percentage.

- 5.7 In this case the rent beginning on each review date will be increased by the percentage or amount stated in item 16 in the schedule.

Method 2. By reference to Consumer Price Index.

- 5.8 In this case –

- take the yearly rent as of the last review date or if none, the rent at the commencement date (\$X),
- divide that rent by the Consumer Price Index Number for Sydney (All Groups) for the quarter ended just before that date (CPI 1),
- multiply the result by the Consumer Price Index Number for Sydney (All Groups) for the quarter ended just before the review date (CPI 2).

The product is the new rent for the year beginning on the review date (\$Y), written as a formula –

$$\frac{\$X}{\text{CPI 1}} \times \text{CPI 2} = \$Y$$

- 5.9 The lessor must calculate the new rent after each review date and give the lessee written notice of the new rent.
- 5.10 If the Australian Bureau of Statistics makes a change in the reference base of the index and there is a published co-relation between the old and new base then the published co-relation is to be applied to convert the CPI 1 figure to the new reference base. If there is none then the lessor and the lessee agree to accept the calculations of the lessor's solicitor who must be retained to determine a fair co-relation between the old and the new series of numbers.
- 5.11 If the index used to calculate the new rent is discontinued the lessor may substitute another index that, as nearly as practicable, serves the same purpose and, if there is no such index, then the rent will be fixed by Method 3.

Method 3. By reference to current market rent.

In this case the rent is to be the current market rent. This can be higher or lower than the rent payable at the rent review date and is the rent that would reasonably be expected to be paid for the property, determined on an effective rent basis, having regard to the following matters –

- 5.12.1 the provisions of this lease;
- 5.12.2 the rent that would reasonably be expected to be paid for the property if it were unoccupied and offered for renting for the same or a substantially similar use to which the property may be put under this lease;
- 5.12.3 the gross rent, less the lessor's outgoings payable by the lessee;
- 5.12.4 where the property is a retail shop, rent concessions and other benefits that are frequently or generally offered to prospective lessees of unoccupied retail shops; and
- 5.12.5 the value of goodwill created by the lessee's occupation and the value of lessee's fixtures and fittings are to be ignored.

- 5.13 The lessor or the lessee can inform the other in writing at least 60 days before the rent review date of the rent that the lessor or lessee thinks will be the current market rent at the review date.
- 5.14 If the lessor and the lessee agree on a new rent then that rent will be the new rent beginning on the rent review date and the lessor and the lessee must sign a statement saying so.
- 5.15 If the lessor and the lessee do not agree on the amount of the new rent 30 days before the rent review date, the current market rent will be decided by a valuer appointed under clause 5.16.
- 5.16
- 5.16.1 Unless 5.16.2 applies the lessor and the lessee can either agree upon a valuer or can ask the President of the Law Society of New South Wales to nominate a person who is a licensed valuer to decide the current market rent.
- 5.16.2 Where the property is a retail shop, the valuer appointed must be a specialist retail valuer appointed by agreement of the parties or, failing agreement, by the Administrative Decisions Tribunal.
- 5.17 The valuer will act as an expert not an arbitrator. The lessor and the lessee can each make submissions in writing to the valuer within 14 days after they receive notice of the valuer's appointment but not later unless the valuer agrees.
- 5.18 The valuer's decision is final and binding. The valuer must state how the decision was reached.
- 5.19 If the valuer
- 5.19.1 does not accept the nomination to act; or
- 5.19.2 does not decide the current market rent within 1 month after accepting the nomination; or
- 5.19.3 becomes incapacitated or dies; or
- 5.19.4 resigns,
- then another valuer is to be appointed in the same way.
- 5.20 The lessor and lessee must each pay half the valuer's costs.
- 5.21 If the lessor and lessee do not agree upon a valuer and neither asks for a valuer to be nominated before –
- 5.21.1 the next rent review date passes; or
- 5.21.2 this lease ends without the lessee renewing it; or
- 5.21.3 this lease is transferred after the rent review date with the lessor's consent; or
- 5.21.4 the property is transferred after the rent review date
- then the rent will not change on that rent review date.

CLAUSE 6 USE

How must the property be used?

- 6.1 The lessee must –
- 6.1.1 use the property for the purpose stated in item 17 in the schedule and not for any other purpose;
- 6.1.2 open for business at times usual for a business of the kind conducted by the lessee;
- 6.1.3 keep the property clean and dispose of waste properly; and
- 6.1.4 comply with all laws relating to strata schemes and all other laws regulating how the property is used, obtain any consents or licences needed, comply with any conditions of consent, and keep current any licences or registrations needed for the use of the property or for the conduct of the lessee's business there.
- 6.1.5 where the property is a lot in a strata scheme:
- 6.1.5.1 use the lessor's common property only in connection with the use of the property;
- 6.1.5.2 co-operate with all other permitted users of the common property;
- 6.1.5.3 comply with so many of the provisions of the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973* and the by-laws and all lawful orders, motions and directives under these Acts as may be applicable to the exercise of the lessee's rights and obligations under this lease.

- 6.2 The lessor can consent to a change of use and cannot withhold consent unreasonably.
- 6.3 The lessee must not –
- 6.3.1 do anything that might invalidate any insurance policy covering the property or that might increase the premium unless the lessor consents in which case the lessee must pay the increased premium; or
 - 6.3.2 use the property as a residence or for any activity that is dangerous, offensive, noxious, illegal or immoral or that is or may become a nuisance or annoyance to the lessor or to the owner or occupier of any neighbouring property; or
 - 6.3.3 hold any auction, bankrupt or fire sale in the property; or
 - 6.3.4 display signs or advertisements on the outside of the property, or that can be seen from the outside, unless the lessor consents (but the lessor cannot withhold consent unreasonably);
 - 6.3.5 overload the floors or walls of the property; or
 - 6.3.6 without the prior written consent of the lessor and/or the owners corporation, use the common property for any purpose other than for access to and egress from the property.

CLAUSE 7 CONDITION AND REPAIRS

Who is to repair the property?

- 7.1 The lessor must –
- 7.1.1 maintain in a state of good condition and serviceable repair the roof, the ceiling, the external walls and external doors and associated door jambs, and the floors of the property and must fix structural defects;
 - 7.1.2 maintain the property in a structurally sound condition; and
 - 7.1.3 maintain essential services.
- 7.2 The lessee must otherwise maintain the property in its condition at the commencement date and promptly do repairs needed to keep it in that condition but the lessee does not have to –
- 7.2.1 alter or improve the property; or
 - 7.2.2 fix structural defects; or
 - 7.2.3 repair fair wear and tear.
- 7.3 The lessee must also –
- 7.3.1 reimburse the lessor for the cost of fixing structural damage caused by the lessee, apart from fair wear and tear;
 - 7.3.2 maintain and decorate the shop front if the property has one;
 - 7.3.3 decorate the inside of the property in the last 3 months of the lease period (however it ends) – 'decorate' here means restoring the surfaces of the property in a style and to a standard of finish originally used e.g. by repainting;
 - 7.3.4 where the property is a lot in a strata scheme:
 - 7.3.4.1 meet the cost of all damage to the common property occasioned by the lessee or any invitee or licensee of the lessee; and
 - 7.3.4.2 permit the owners corporation, temporarily, to close any part of the common property for the purpose of making and effecting repairs to it.
- 7.4 If an authority requires work to be done on the property and it is structural work or work needed to make the property safe to use then the lessor must do the work unless it is required only because of the way the lessee uses the property. But if it is any other work or is required only because of the way the lessee uses the property then the lessee must do the work.
- 7.5 If the lessee fails to do any work that the lessee must do the lessor can give the lessee a notice in writing stating what the lessee has failed to do. After the notice is given the lessee must –
- 7.5.1 do the work immediately if there is an emergency; and
 - 7.5.2 do the work promptly and diligently in any other case.

If the lessee does not do the work, the lessor can do it and the lessee must reimburse the lessor for the cost of the work.

- 7.6 The lessee must not make any structural alterations to the property. Any other alterations require the lessor's consent in writing (but the lessor cannot withhold consent unreasonably).

CLAUSE 8 INSURANCE AND DAMAGE

What insurances must the lessee take out?

- 8.1 The lessee must keep current an insurance policy covering –
- 8.1.1 liability to the public in an amount not less than the amount stated in item 18 in the schedule (for each accident or event); and
 - 8.1.2 damage or destruction from any cause to all plate glass in the windows and other portions of the property

and must produce to the lessor, upon request, the policy and the receipt for the last premium.

What happens if the property is damaged?

- 8.2 If the property or the building of which it is part is damaged (a term which includes destroyed) –
- 8.2.1 the lessee is not liable to pay rent, or any amount payable to the lessor in respect of outgoings and other charges, that is attributable to any period during which the property cannot be used under this lease or is inaccessible due to that damage;
 - 8.2.2 if the property is still useable under this lease but its useability is diminished due to the damage, the lessee's liability for rent and any amount in respect of outgoings attributable to any period during which useability is diminished is reduced in proportion to the reduction in useability caused by the damage;
 - 8.2.3 if the lessor notifies the lessee in writing that the lessor considers that the damage is such as to make its repair impracticable or undesirable, the lessor or the lessee can terminate this lease by giving not less than 7 days notice in writing of termination to the other and no compensation is payable in respect of that termination;
 - 8.2.4 if the lessor fails to repair the damage within a reasonable time after the lessee requests the lessor to do so the lessee can terminate this lease by giving not less than 7 days notice in writing of termination to the lessor; and
 - 8.2.5 nothing in clause 8.2 affects any right of the lessor to recover damages from the lessee in respect of any damage or destruction to which the clause applies.

CLAUSE 9 ACCESS

What are the lessor's rights of access to the property?

- 9.1 The lessee must give the lessor (or anyone authorised in writing by the lessor) access to the property at any reasonable time for the purpose of –
- 9.1.1 inspecting the condition of the property, or how it is being used; or
 - 9.1.2 doing anything that the lessor can or must do under this lease or must do by law; or
 - 9.1.3 viewing the property as a valuer, prospective buyer or mortgagee; or
 - 9.1.4 fixing a notice in a reasonable position on the outside of the property saying that it is for sale; or
 - 9.1.5 viewing the property as a prospective lessee not earlier than 6 months before the lease period ends; or
 - 9.1.6 fixing a notice not earlier than 6 months before the lease period ends in a reasonable position on the outside of the property saying that it is to let; or
 - 9.1.7 inspecting, cleaning or repairing another property or any services to another property.
- 9.2 The lessor must give the lessee at least 2 days written notice for access (except in an emergency). The day of the giving of the notice and any Saturday, Sunday or public holiday on which the property is not open for business are not counted.
- 9.3 The lessor must promptly make good any damage caused to the property and to any of the lessee's belongings which results from exercising these rights.
- 9.4 The lessee must give to the lessor a copy of any notice relating to the property or relating to any neighbouring property immediately after receiving the notice.

CLAUSE 10 TRANSFER AND SUB-LEASE

Can this lease be transferred or the property shared or sub-let?

- 10.1 The lessee must not transfer this lease without consent.
- 10.2 The lessor can withhold consent only if –
- 10.2.1 the proposed transferee proposes to change the use to which the property is put; or
- 10.2.2 where the property is a retail shop, the proposed transferee has financial resources or retailing skills inferior to those of the proposed transferor and otherwise the proposed transferee has financial resources or business experience inferior to those of the proposed transferor; or
- 10.2.3 the lessee has not complied with clause 10.3 and, where the property is a retail shop, clause 10.4.
- 10.3 A request for the lessor's consent to a transfer of lease must be made in writing and the lessee must provide the lessor with such information as the lessor may reasonably require concerning the financial standing and business experience of the proposed transferee.
- 10.4 Where the property is a retail shop, before requesting the consent of the lessor to a proposed transfer of this lease, the lessee must furnish the proposed transferee with a copy of any disclosure statement given to the lessee in respect of this lease, together with details of any changes that have occurred in respect of the information contained in the disclosure statement (being changes of which the lessee was aware or could reasonably be expected to be aware). For the purpose of enabling the lessee to comply with this obligation, the lessee can request the lessor to provide the lessee with a copy of the disclosure statement concerned and, if the lessor is unable or unwilling to comply with such a request within 14 days after it is made, this clause 10.4 does not apply.
- 10.5 Where the lessee has complied with clause 10.3 and where required to do so clause 10.4, and the lessor has not within 42 days or where the *Retail Leases Act 1994* applies 28 days after the request was made or the lessee has complied with paragraphs 41(a) and 41(b) of that Act, whichever is the later, given notice in writing to the lessee either consenting or withholding consent, the lessor is taken to have consented.
- 10.6 The lessee has to pay in connection with any consent the lessor's reasonable legal costs, the reasonable costs of obtaining any mortgagee's consent, the stamp duty and the registration fee for the transfer.
- 10.7 Where the property is a retail shop, the lessee can sub-let, grant a licence or concession, share or part with the possession of the whole or any part of the property or mortgage or otherwise charge or encumber the lessee's estate or interest in this lease only with the written consent of the lessor which can be refused in the lessor's absolute discretion. Otherwise, the lessee cannot do any of these things.

CLAUSE 11 LESSOR'S OTHER OBLIGATIONS

What are the lessor's other obligations?

- 11.1 So long as the lessee does all the things that must be done by the lessee under this lease the lessor must allow the lessee to possess and use the property in any way permitted under this lease without interference from the lessor, or any person claiming under the lessor or having superior title to the title of the lessor.
- 11.2 The lessor must pay all outgoings for the land or the building of which the property is part when they fall due.
- 11.3 If the property is part of a building owned or controlled by the lessor –
- 11.3.1 the lessor must maintain in reasonable structural condition all parts of the building that the lessee can use under this lease; and
- 11.3.2 if the property has facilities and service connections shared in common with other persons the lessor must –
- 11.3.2.1 allow reasonable use of the facilities and service connections including –
- the right for the lessee and other persons to come and go to and from the property over the areas provided for access;
 - access by the lessee to service connections; and
 - the right for the lessee's customers to park vehicles in any area set aside for customer parking, subject to any reasonable rules made by the lessor.
- 11.3.2.2 maintain the facilities and service connections in reasonable condition.

- 11.4 Where registration is necessary for the validity of this lease, the lessor must ensure that this lease is registered.
- 11.5 If a consent is needed for this lease, from someone such as a mortgagee or head lessor of the property, then the lessor must get the consent.

CLAUSE 12 FORFEITURE AND END OF LEASE

When does this lease end?

12.1 This lease ends –

- 12.1.1 on the date stated in item 3 in the schedule; or
- 12.1.2 if the lessor lawfully enters and takes possession of any part of the property; or
- 12.1.3 if the lessor lawfully demands possession of the property.

12.2 The lessor can enter and take possession of the property or demand possession of the property if –

- 12.2.1 the lessee has repudiated this lease; or
- 12.2.2 rent or any other money due under this lease is 14 days overdue for payment; or
- 12.2.3 the lessee has failed to comply with a lessor's notice under section 129 of the *Conveyancing Act 1919*; or
- 12.2.4 the lessee has not complied with any term of this lease where a lessor's notice is not required under section 129 of the *Conveyancing Act 1919* and the lessor has given at least 14 days written notice of the lessor's intention to end this lease.

12.3 When this lease ends, unless the lessee becomes a lessee of the property under a new lease the lessee must –

- 12.3.1 return the property to the lessor in the state and condition that this lease requires the lessee to keep it in; and
- 12.3.2 have removed any goods and anything that the lessee fixed to the property and have made good any damage caused by the removal.

Anything not removed becomes the property of the lessor who can keep it or remove and dispose of it and charge to the lessee the cost of removal, making good and disposal.

12.4 If the lessor allows the lessee to continue to occupy the property after the end of the lease period (other than under a new lease) then –

- 12.4.1 the lessee becomes a monthly lessee and must go on paying the same rent and other money in the same way that the lessee had to do under this lease just before the lease period ended (apportioned and payable monthly);
- 12.4.2 the monthly tenancy will be on the same terms as this lease, except for –
- clause 4;
 - clauses 5.4 to 5.21 inclusive; and
 - clause 6.2 unless consent has previously been given;
- 12.4.3 either the lessor or the lessee can end the monthly tenancy by giving, at any time, 1 month written notice to the other expiring on any date; and
- 12.4.4 anything that the lessee must do by the end of this lease must be done by the end of the monthly tenancy.

12.5 Essential terms of this lease include –

- 12.5.1 the obligation to pay rent not later than 14 days after the due date for payment of each periodic instalment (and this obligation stays essential even if the lessor, from time to time, accepted late payment);
- 12.5.2 the obligations of the lessee in clause 5.1.2 (dealing with outgoings);
- 12.5.3 the obligations of the lessee in clause 6.1 (dealing with use);
- 12.5.4 the obligations of the lessee in clause 7 (dealing with repairs);
- 12.5.5 the obligations of the lessee in clause 10 (dealing with transfer and sub-lease); and
- 12.5.6 the obligations of the lessee in clause 15 (dealing with GST).

- 12.6 If there is a breach of an essential term the lessor can recover damages for losses over the entire period of this lease but must do every reasonable thing to mitigate those losses and try to lease the property to another lessee on reasonable terms.
- 12.7 The lessor can recover damages even if –
- 12.7.1 the lessor accepts the lessee's repudiation of this lease; or
 - 12.7.2 the lessor ends this lease by entering and taking possession of any part of the property or by demanding possession of the property; or
 - 12.7.3 the lessee abandons possession of the property; or
 - 12.7.4 a surrender of this lease occurs.

CLAUSE 13 GUARANTEE

What are the obligations of a guarantor?

- 13.1 This clause applies if a guarantor of the lessee is named in item 10A in the schedule and has signed or executed this lease or, if this lease is a renewal of an earlier lease, the earlier lease.
- 13.2 The guarantor guarantees to the lessor the performance by the lessee of all the lessee's obligations (including any obligation to pay rent, outgoings or damages) under this lease, under every extension of it or under any renewal of it or under any tenancy and including obligations that are later changed or created.
- 13.3 If the lessee does not pay any money due under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must pay that money to the lessor on demand even if the lessor has not tried to recover payment from the lessee.
- 13.4 If the lessee does not perform any of the lessee's obligations under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must compensate the lessor even if the lessor has not tried to recover compensation from the lessee.
- 13.5 If the lessee is insolvent and this lease or any extension or renewal of it is disclaimed the guarantor is liable to the lessor for any damage suffered by the lessor because of the disclaimer. The lessor can recover damages for losses over the entire period of this lease or any extension or renewal but must do every reasonable thing to mitigate those losses and try to lease the property to another lessee on reasonable terms.
- 13.6 Even if the lessor gives the lessee extra time to comply with an obligation under this lease, under any extension of it or under any renewal of it or under any tenancy, or does not insist on strict compliance with the terms of this lease or any extension of it or renewal of it or of any tenancy, the guarantor's obligations are not affected.
- 13.7 If an amount is stated in item 10B in the schedule the guarantor's liability under this clause is limited to that amount.
- 13.8 The terms of this guarantee apply even if this lease is not registered, even if any obligation of the lessee is only an equitable one, and even if this lease is extended by legislation.

CLAUSE 14 EXCLUSIONS, NOTICES AND SPECIAL CLAUSES

- 14.1 No covenant or power is implied in this lease by section 84 or 85 of the *Conveyancing Act 1919*.
- 14.2 A document under or relating to this lease is –
- 14.2.1 served if it is served in any manner provided in section 170 of the *Conveyancing Act 1919*; and
 - 14.2.2 served on the lessee if it is left at the property.
- 14.3 This lease is subject to any legislation that cannot be excluded (for example, the *Retail Leases Act 1994*).
- 14.4 In this lease, 'retail shop' means premises to which the *Retail Leases Act 1994* applies.
- 14.5 In this lease 'Director General' has the same meaning as in the *Retail Leases Act 1994*.

CLAUSE 15 GOODS AND SERVICES TAX

Unless item 13B in the schedule has been completed in a way that indicates that this clause is not to apply:

- 15.1 As consideration in whole or in part for a taxable supply the person receiving the supply must pay to the party making the supply an additional amount equal to the amount of GST payable on the supply.
- 15.2 To the extent that the lessee is required to reimburse the lessor in whole or in part for outgoings incurred by the lessor, for the purposes of this lease the amount of the outgoings must be reduced by the amount of any credit or refund of GST to which the lessor is entitled as a result of incurring outgoings.
- 15.3 Outgoings in item 14B in the schedule are to be calculated after deducting any input tax credit to which the lessor is entitled.
- 15.4 For the purposes of this lease GST means a tax in the nature of a supply of goods and services tax levied or imposed by the Commonwealth of Australia.

CLAUSE 16 BANK GUARANTEE

- 16.1 If a number of months appears in item 19 in the schedule, clauses 16.2 to 16.5 apply.
- 16.2 On or before the commencement date of this lease the lessee will deliver to the lessor a guarantee by a bank trading in the State of New South Wales in the form of an unconditional and irrevocable undertaking to pay drawn in favour of the lessor (unlimited as to time) in a form acceptable to the lessor and for an amount equivalent to the number of months referred to in item 19 in the schedule.
- 16.3 The lessor is entitled to claim under the guarantee an amount equal to any moneys due but unpaid by the lessee to the lessor under this lease.
- 16.4 The lessee agrees to vary the amount of the guarantee immediately upon each rent review so that the amount at all times represents the equivalent of the number of months referred to in the schedule.
- 16.5 The lessor will deliver the guarantee (or so much of it as is then held by the lessor) to the lessee on the last of:
 - 16.5.1 the terminating date of this lease;
 - 16.5.2 the expiry date of any holding over under this lease; and
 - 16.5.3 the date that the lessee has no further obligations under this lease or at law.

CLAUSE 17 SECURITY DEPOSIT

- 17.1 If an amount or a number of months appears in item 20 in the schedule, clauses 17.2 to 17.6 apply.
- 17.2 On or before the commencement date of this lease the lessee will deliver the security deposit to the lessor.
- 17.3 The lessor is entitled to deduct from the security deposit an amount equal to any monies due but unpaid by the lessee to the lessor under this lease.
- 17.4 Where the property is a retail shop, the security deposit will be held in accordance with Section 16C of the *Retail Leases Act 1994*. The lessee will not make an application to the Director General seeking the return of the security deposit (or so much of it as is then held by the Director General) until the later of:
 - 17.4.1 the terminating date of this lease;
 - 17.4.2 the expiry date of any holding over under this lease; and
 - 17.4.3 the date that the lessee has no further obligations under this lease or at law.
- 17.5 Where the property is other than a retail shop the security deposit (or so much of it as is then held by the lessor) will be returned to the lessee on the later of the dates as specified in clause 17.4.
- 17.6 The lessee agrees to vary the amount of the security deposit immediately upon each rent review so that it represents the equivalent of the number of months referred to in the schedule.

CLAUSE 18 STRATA CONVERSION

- 18.1 "Owners corporation", "owner", "strata scheme", "lot" and "parcel" where used in this lease have the meanings given under the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973*.

- 18.2 "Strata Acts" means the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973*, and includes any amending Acts, rules, regulations, ordinances, by-laws, statutory instruments, orders or notices now or hereafter made under those Acts.
- 18.3 "Strata conversion" means a subdivision of the property under the *Strata Schemes (Freehold Development) Act 1973* or the *Community Land Development Act 1989* or the *Community Land Management Act 1989* or other legislation permitting such subdivision.
- 18.4 Strata Titles

18.4.1 Lessee consents to registration of strata plan

18.4.1.1 By its entry into this lease the lessee acknowledges that the lessor can register a strata plan, a strata schemes plan, a strata plan of subdivision, a strata plan of consolidation or a building alteration plan insofar as any of these may relate to the property, the Building or the land. The lessor will provide the lessee with copies of the proposed strata plan and associated documentation for the lessee's approval, which approval will not be unreasonably withheld.

18.4.1.2 Provided the lessee consents to the strata conversion as per clause 18.4.1.1 then within 7 days of written request by the lessor the lessee will sign and return to the lessor any consents or other documents necessary to enable the lessor to carry out the strata conversion and will make no objection or claim for compensation in relation to the strata conversion.

18.4.2 Compliance with the Strata Acts and by-laws:

18.4.2.1 **(Covenant):** The lessee and any and all persons acting by, through or under it or with its authority express or implied shall comply with so many of the provisions of the Strata Acts and the by-laws and all lawful orders, motions and directives under the Strata Acts as may be applicable to the exercise of the lessee's rights and obligations under the provisions elsewhere contained in this lease.

18.4.2.2 **Not to prejudice interests of owners corporation.** Without the prior written consent of the owners corporation, the lessee shall not do any act, matter or thing under the exercise of its rights and obligations elsewhere contained in this lease or permit or allow any act, matter or thing to be done which shall or may:

- increase the rate of premium payable by the owners corporation under any policy of insurance taken out by the owners corporation; or
- invalidate, avoid or suspend the operation of any such policy of insurance or otherwise prejudice the owners corporation rights under any such policy.

18.4.2.3 Upon the occurrence of any of the matters previously referred to the lessee shall:

- pay to the lessor or such other person responsible for payment any amounts payable to the owners corporation as a consequence of any such matters;
- pay to the lessor for and on behalf of the owners corporation any amounts payable by the owners corporation as a consequence of any such matters and not the subject of clause 18.4.2.2; and
- pay to the lessor for and on behalf of the owners corporation the amount of any and all losses and damages arising from the occurrence of any such matters.

18.4.2.4 **(Indemnity):** The lessee shall indemnify the lessor for any loss or damage suffered by the lessor if the lessee or the lessee's employees fail to comply with the obligations as to conduct imposed upon the lessee or the lessee's employees by this lease or by reason of the Strata Acts.

18.4.3 If the strata conversion occurs:

- 18.4.3.1 any reference in this lease will be deemed to be a reference to the buildings comprised in the registered plan or plans of which the property forms part;
- 18.4.3.2 any levies or other monies payable to the owners corporation will be payable by the lessee with the exception of any contribution to a sinking fund or special levy; and
- 18.4.3.3 this lease will be deemed to be amended in any respect that is necessary to ensure that this lease reflects that the strata conversion has been carried out.

IMPORTANT NOTES

The following notes are for guidance and do not form part of this lease.

If you are a lessor, a solicitor will prepare this lease for you.

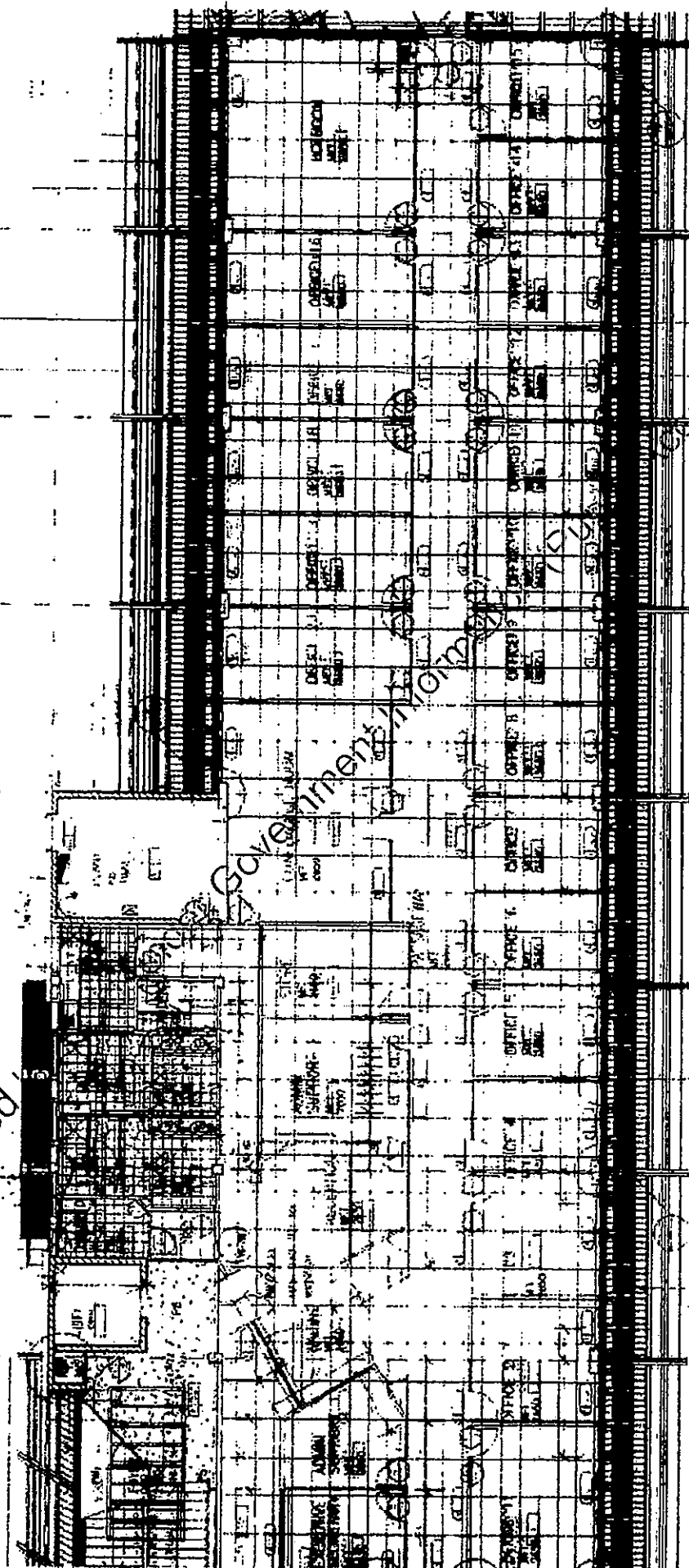
If you are a lessee, a solicitor can advise you about it.

1. This document creates legal rights and legal obligations.
2. Failure to register a lease can have serious consequences.
3. If an option for renewal is not exercised at the right time it will be lost.
4. The lessee can exercise an option for renewal even if there has been a breach of this lease in a case where section 133E of the *Conveyancing Act 1919* applies. The lessor must give a prescribed notice within 14 days after the option is exercised if the lessor wants to rely on the breach to prevent the exercise of the option.
5. The Law Society of New South Wales is not to be responsible for any loss resulting from the use of this lease as printed whether authorised or not.

I certify that this and the preceding twelve pages are in exactly the same wording as Annexure B of the copyright Law Society Lease.

Solicitor for the lessor

Released



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Independent Contractor Agreement

between

Southern Cross University

and

AJM

Mechanical Maintenance Services

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Independent Contractor Agreement

This Agreement is dated the _____ day of _____, 2012.

Between

Southern Cross University, ABN 41 995 651 524 of Military Road, East Lismore, NSW 2480, Australia ("Principal")

and

AJM, ABN 84 771 232 134 of 94 Conway Street, Lismore NSW 2480 Australia ("the Contractor")

RECITALS

The Contractor conducts a business of supplying services relating to air conditioning services. The Principal wishes to engage the Contractor to provide routine maintenance and breakdown repairs of mechanical services across the following four (4) sites of Southern Cross University:

- Lismore campus
- Gold Coast campus
- Tweed campus
- Lakeside, Tweed Heads

The Contractor agrees to perform the services in accordance with the terms and conditions set out below.

OPERATIVE PROVISIONS

1 Definitions & Interpretation

Definitions

1.1 The following definitions apply unless the context requires otherwise.

Business means the business carried on by the Principal or any Related Body Corporate of the Principal from time to time;

Operative Date means the date set out at Part A to the Schedule;

Related Body Corporate means a related body corporate within the meaning of Section 50 of the Corporations Act 2001 (Cth);

Services means the Services described at Part B to the Schedule;

Schedule means the Schedule annexed to this Agreement;

Termination Date means the date set out at **Part C** to the **Schedule**.

Interpretation

- 1.2 Headings are for convenience only and do not affect interpretation. The following rules of interpretation apply unless the context requires otherwise.
- (a) The singular includes the plural and vice versa.
 - (b) A reference to a Clause or Schedule is to a clause of or schedule to this Agreement.
 - (c) A reference to any party to this Agreement or any other agreement or document includes the party's successors and permitted assigns.
 - (d) A reference to conduct includes, without limitation, any omission, statement or undertaking, whether or not in writing.

2 Term of Agreement

- 2.1 The Agreement will commence from the Operative Date and (subject to **clause 2.3** below) will continue until the Termination Date, at which time this Agreement will terminate without the need for either party to give or receive notice.
- 2.2 Prior to the Termination Date, the parties will confer as to whether or not this Agreement will continue for a further term.
- 2.3 The parties may terminate this Agreement prior to the Termination Date in accordance with the terms of this Agreement.

3 The Services

- 3.1 The Principal appoints the Contractor and the Contractor will make itself available to provide the Services.
- 3.2 The Contractor will provide the Services to the Principal in accordance with the specifications set out in **Annexure 1**.
- 3.3 The Contractor must provide the Services:
- (a) with all due skill and attention; and
 - (b) in a professional and workmanlike manner;
 - (c) to a high standard; and
 - (d) using equipment fit for the proper performance of the services.
- 3.4 The Contractor must, at its cost, comply with all laws, rules and regulations affecting the provision of the Services.

4 Exclusivity

- 4.1 The Principal does not require the Consultant to provide the Services exclusively to the Principal, provided that any other engagement of the Contractor does not:
- (a) conflict or unreasonably interfere with the provision of the Services;
 - (b) create a conflict of interest; and
 - (c) does not otherwise cause a breach of this Agreement
-

5 Party representatives

- 5.1 The Principal will nominate in writing a representative who will have authority to act for and on behalf of the Principal in relation to the provisions of the Services and will have the right to inspect and approve work performed by the Contractor (*the Principal's Representative*).
- 5.2 The Contractor will nominate a representative of the Contractor who will have authority to act for and on behalf of the Contractor in relation to the performance of the Services (*the Contractor's Representative*). The Contractor's Representative will have overall responsibility for managing the Contractor's performance of this Agreement.
-

6 Personnel

- 6.1 The Contractor is not required to perform the Services personally. The Contractor may procure the services of experienced, appropriately qualified, and competent employees or sub-contractors (*Personnel*) as may be necessary to provide the Services.
- 6.2 No later than one week after the date of this Agreement, the Contractor will provide the Principal with a written list of the names and qualifications, classifications of the Personnel and any other details reasonably required by the Principal regarding the Personnel (*the List*).
- 6.3 During the term of the Agreement, the Contractor may amend the List by providing the Principal with five (5) working days' prior notice of any amendments.
- 6.4 The Contractor will be solely responsible for the management and control of the Personnel. The Contractor will have the sole right to hire and fire the Personnel and also control the manner in which they perform their work.
- 6.5 The Principal may require the Contractor to cease using a member of the Personnel and remove that person from its premises where, in its reasonable opinion:
- (a) The person does not fulfil the criteria set out in clause 6.1 above

- (b) The person poses a risk to health or safety;
- (c) The continuation of the person would expose the Principal to a liability; or
- (d) The person is disrupting the workplace; or
- (e) Any other ground which would reasonably justify such removal.

6.6 The Contractor will be solely responsible for and must comply with:

- (a) all industrial instruments (such as awards and certified agreements) applicable to the Personnel;
- (b) all federal, state and territory tax and superannuation legislation, including obligations to deduct tax from remuneration or fees paid to its Personnel;
- (c) long service leave, annual leave, parental leave, sick leave and other leave requirements under any law or industrial instrument;
- (d) federal, state and territory occupational health and safety laws, worker's compensation and anti-discrimination laws;
- (e) any other laws or regulations touching upon the relationship between the Personnel and the Contractor.

6.7 Without limiting the generality of the previous sub-clause above the Contractor must provide and be solely responsible for all entitlements under applicable industrial instruments, and all other entitlements whether relating to leave, worker's compensation, superannuation, or any other matter, of its employees or others who make their services available to the Contractor (including without limitation the Personnel) in relation to the obligations of the Contractor expressed or implied by this Agreement.

7 Health, safety and the environment

7.1 The Contractor must comply with, and ensure that the Personnel comply with, any occupational health and safety or environmental protection policies and procedures issued by the Principal relating to the provision of the Services.

7.2 The Contractor must do all things necessary on its part to ensure the health and safety of the Personnel and any person in the vicinity of the performance of the Services.

7.3 The Contractor must comply with all applicable law, regulations, codes of practice and Australian standards in relation to occupational health and safety and environmental protection. The Contractor must ensure that the Personnel also comply. The Contractor must provide the Personnel with adequate information and training to ensure that the Contractor fulfils all of its obligations set out in this sub-clause.

8 Relationship and Authority

8.1 The parties acknowledge and agree on the following:

- (a) the relationship of the Contractor to the Principal will be that of independent contractor;
- (b) the Contractor and the Contractor's employees or subcontractors are not employees, partners, joint-venturers, or agents of the Principal; and
- ~~(c) the Principal does not have the right to exercise control over the Contractor or the Personnel consistent with the control exercised by an employer over employees.~~

8.2 Except with the Principal's prior express written authorisation, the Contractor does not have authority to, and must not, act as the Principal's agent, bind the Principal or purport to bind the Principal to any agreement.

8.3 The Contractor acknowledges that the fees paid by the Principal under the Agreement have been calculated on the basis that the Contractor is not entitled to employment benefits such as superannuation, paid annual leave and long service leave, redundancy payments, and benefits under an award or other industrial instrument and the Principal is not required to incur the cost of the same. The Contractor will not and acknowledges that it cannot claim such benefits.

9 Fees

9.1 Subject to clause [9.3] below, the Contractor will be compensated for providing the Services at the rates set out in **Part D** to the **Schedule**.

9.2 The Contractor will submit to the Principal, at the end of each calendar month, a fully itemised tax invoice for Services performed during that calendar month.

9.3 Without any limitation of the Principal's rights under statute (including under section 127 of the *Industrial Relations Act 1996* (NSW)), the Contractor must, at the time of providing the Principal with an invoice under this Agreement, also provide the Principal with a written statement by the Contractor that all remuneration and other amounts payable by legislation or under an industrial agreement to employees of the Contractor engaged in carrying out work performed pursuant to this Agreement and payable in connection with such work done by those employees during the period to which the invoice relates, have been paid.

9.4 Subject to the provision of the statement described in the previous sub-clause, the Principal will pay each tax invoice within 30 days.

10 Superannuation

Not used.

11 Expenses

Not used.

12 GST

The Principal will pay the Contractor any amount that is payable by the Contractor on account of goods and services tax (**GST**) as a consequence of any supply made to the Principal under this Agreement (**GST Amount**). The Principal's obligation to pay a GST Amount will be conditional on the Contractor having provided the Principal with a tax invoice complying with the requirements of GST legislation at least 14 days before the date for payment of the GST Amount.

13 Tax

- 13.1 Subject to any obligation under statute for the Principal to withhold taxes or levies, during the Agreement, the Contractor will, in respect of the monies paid to the Contractor, be solely responsible for remitting and withholding all required taxes (including GST), levies, contributions and premiums as may be applicable (**Taxes**).
- 13.2 The Contractor agrees to indemnify and hold the Principal harmless from all costs, charges and expenses (including, without limitation, all fines and penalties) that may be assessed in connection with the Contractor's failure to remit or withhold Taxes.
- 13.3 The Principal will deduct from fees payable to the Contractor under this Agreement, any tax and levies that must be withheld by the Principal under any statute, including without limitation any amount of tax that must be withheld because the Contractor has not provided the Principal with the Contractor's ABN number.
-

14 Termination

Termination by the Principal without notice

- 14.1 The Principal may immediately terminate this Agreement without prior notice to the Contractor if the Contractor at any time:

- (a) commits any serious or persistent breach of this Agreement;
- (b) materially breaches this Agreement and, in the case of a breach that may be remedied within two (2) days, does not remedy that breach within two (2) days after receiving a notice from the Principal specifying the breach;
- (c) has conducted itself in a manner which, in the reasonable opinion of the Principal, may detrimentally affect the business or reputation of the Principal; or
- (d) goes into administration or liquidation or enters into any arrangement with the Contractor's creditors.

Termination with notice

- 14.2 Either party may terminate this Agreement by giving one (1) month's written notice to the other party at any time, for any reason.

No Claim for Compensation

- 14.3 If this Agreement is terminated by the Principal under sub-clause [14.1] or [14.2], the Contractor will not be entitled to claim any amounts by way of liquidated damages or any other payments as a consequence of termination, other than any entitlements payable pursuant to sub-clause [14.5] below.
- 14.4 Any payment by the Principal under this [sub-clause 14] shall be without prejudice to any rights or remedies the Principal may have against the Contractor and shall not constitute any admission of fact or liability.
- 14.5 Upon termination of this Agreement for any reason any fees or expenses payable to the Contractor shall be paid within fourteen (14) days of the later of the date of termination of this Agreement and the date of an appropriate invoice from the Contractor for those fees or expenses.

Survival of Contractor's Obligations on Termination

- 14.6 Without prejudice to any of the Principal's rights under this Agreement, sub-clause 9.3 survives the termination of this Agreement.

15 Confidential Information

- 15.1 The Contractor will not, either during the term of this Agreement or at any time thereafter (except in the proper course of providing the Services, or as required by law or by the Principal), use or disclose to any person any trade or business secrets or any confidential information, including without limiting the foregoing, customer lists or any other information regarding customers or the Business, that came to the Contractor's knowledge in the course of providing the Services (**Confidential Information**).

- 15.2 Upon the termination of this Agreement (however caused), or upon request by the Principal, the Contractor must immediately deliver to the Principal all property belonging to the Principal or any of its Related Bodies Corporate which may be in the possession or under the control of the Contractor, including without limiting the foregoing, the Confidential Information.

16 Insurance

- 16.1 The Contractor covenants that the Contractor will maintain in full force and effect at all times during the operation of this Agreement:
- (a) workers' compensation insurance in relation to the Personnel;
 - (b) public liability insurance to the risk value of \$10M; and
 - (c) full comprehensive motor vehicle insurance for any motor vehicle that the Contractor or any Personnel use to provide the Services.
- 16.2 A copy of certificates of currency referred to in the previous sub-clause must be produced to the Principal upon its request.

17 Indemnities

- 17.1 The Contractor will be liable for, and will indemnify the Principal against any and all liability, loss, claims, damages, costs (including legal costs) and expenses arising out of or relating to:
- (a) any breach by the Contractor of this Agreement; and
 - (b) any claim which the Consultant or any Personnel may make against the Principal in respect of wages, salary, long service leave, annual leave, superannuation, workers compensation or any other employment related liability or benefit.

18 Intellectual Property

- 18.1 For the purposes of this clause:

- (a) **Intellectual Property Rights** means any copyright, patent, database right, trade mark, registered design and any other rights of a proprietary nature in or to the results of intellectual activity, whether registrable or not, both in Australia and elsewhere; and
- (b) **Work Produced** means anything (whether tangible or intangible, and including without limitation documents, information, ideas and inventions) that is the product or other result of any work or other activity carried out or contributed to by the Contractor or the Personnel, and that arises directly or indirectly out of the Contractor's engagement under this Agreement (including without limitation any product or result

made or conceived by use of the resources, facilities, intellectual property or Confidential Information of the Principal).

- 18.2 The Contractor must promptly disclose to the Principal full details of any Work Produced.
- 18.3 The Principal will own all Intellectual Property Rights in all Works Produced. The Principal may assign any or all of those rights.
- 18.4 At the request of the Principal, the Contractor must execute all documents and do anything else to secure to the Principal or a third party nominated by the Principal the full benefit of Intellectual Property Rights in any Work Produced. The Contractor must do so promptly and without additional consideration or payment.
- 18.5 The Contractor shall require all Personnel who perform work for the Contractor in relation to the Contractor's obligations under this Agreement, to enter into covenants in the form reasonably required by the Principal to the same effect as those set out in this clause.
- 18.6 The Contractor will obtain from each person engaged by the Contractor to provide work for the performance of its obligations under this Agreement (**Author**) a complete waiver, in writing, for the benefit of the Principal and its successors and licensees, of any moral rights the Author may have in any existing or future works authored by the Author and provided to the Principal under this Agreement and consent in writing from each Author to acts or omissions by the Principal or its successor or licensee that would constitute infringement of the Author's moral rights. For the purposes of this clause, the expression "moral rights" includes with respect to a work the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship.

19 Restraint

Not used.

20 Governing law

This Agreement is governed by the laws of the State of New South Wales.

21 Notice

Any notice required to be given under this Agreement by any party to another shall be in writing addressed to the intended recipient at the address last notified by the intended recipient to the party giving the notice.

22 No waiver

No failure to exercise and no delay in exercising any right, power or remedy under this Agreement will operate as a waiver, nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise, of that or any other right, power or remedy.

23 Severance

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will be ineffective in that jurisdiction to the extent of the prohibition or unenforceability and will not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

24 Assignment

- (a) Subject to paragraph (b) below, the rights and obligations of each party under this Agreement are personal and cannot be assigned, charged or otherwise dealt with and no party shall attempt or purport to do so, without the prior written consent of the parties.
- (b) The Principal may assign its rights and obligations to any of its Related Bodies Corporate.

25 Amendment

This Agreement may be amended only by a further agreement executed by both parties.

26 Entire agreement

This Agreement contains the entire agreement of the parties with respect to its subject matter. It sets out the only conduct relied on by the parties and supersedes all earlier conduct by the parties with respect to its subject matter.

Executed as an agreement

Signed for and on behalf of
Southern Cross University
by its **Authorised Officer** in the
presence of:



Signature of witness

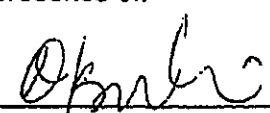
Linda Rankin
Name of witness (please print)



Signature of Authorised Officer

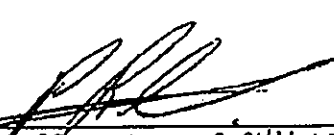
Tony Guihot, Director FM+S
Name and position of Authorised
Officer

Signed by
[insert name] AJM Refrigeration & Air
in the presence of: Conditioning Pty Ltd



Signature of witness

Gemma Butler
Name of witness (please print)



Signature of [insert name] PHIL MORAN

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Schedule

Part A Operative Date: 1 September 2011

Part B Services: As set out in Mechanical Maintenance Specification attached

Part C Termination Date: As per clause 6.2 and 6.3 of specification

Initial period four (4) calendar months.

Extension 24 x 24 x 24 months

Part D Fees: [REDACTED] + gst

and schedule of rates as per attached

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Annexure 1
Specifications

Mechanical Maintenance Specification
AJM Tendered document

Released by SCU under Government Information (Public Access) Act 2009

Released by SCU under Government Information (Public Access) Act 2009



SHOWROOM
94 CONWAY STREET
LISMORE

PO BOX 6248
SOUTH LISMORE 2480

Phone (02) 6621 3381
Fax (02) 6621 3379

office@ajmaircon.com.au
www.ajmairconditioning.com.au

NSW LICENCE 78830C • ARC/LIC A088803

REFRIGERATION & AIR CONDITIONING P/L

COPY

ORIGINAL

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9:30 AM
10/8/11
2/

Annexure 1 – Tender Cover

Name: AJM Refrigeration and Air Conditioning Pty Ltd
ACN/ABN: 017421826 / 84771232134
Registered Office: 94 Conway Street, LISMORE NSW 2480
Address for Correspondence:
PO Box 6248

SOUTH LISMORE NSW 2480

Contact (1):

Name: Phillip Moran
Phone Number: 02 6621 3381
Facsimile Number: 02 6621 3379
Email address: office@ajmaircon.com.au

Contact (2):

Name: Anthony Butler
Phone Number: 02 6621 3381
Facsimile Number: 02 6621 3379
Email address: office@ajmaircon.com.au

Annexure 2 – Tender Form

Ben Graydon

Southern Cross University

Tender Form

By: **AJM Refrigeration and Air Conditioning Pty Ltd**

94 Conway Street, LISMORE NSW 2408

5. We, **AJM REFRIGERATION AND AIR CONDITIONING PTY LTD** (in block letters) propose to carry out **Mechanical Services Maintenance** in accordance with the RFT and Mechanical Maintenance specifications and Contract Conditions and will be bound by the contents of our Tender, subject only to any modifications agreed by Southern Cross University (SCU).
6. We warrant that in preparing our Tender we did not communicate (verbally or otherwise) or have any arrangement or arrive at any understanding with any of the other Tenderers or with any employee of an association of which we or any of the other Tenderers are a member concerning the Project and without limitation further warrant that:
- (a) we did not engage in:
 - (i) any discussion or correspondence with such persons concerning our Tender;
 - (ii) any collusive tendering with any of the other Tenderers; or
 - (iii) any conduct or enter into any contract or have any arrangement or arrive at any understanding with any of the other Tenderers, which in any way was or could have the effect of reducing the competitiveness of the tender process;
 - (b) we are not aware of any other Tenderer's Tender;
 - (c) except as disclosed in a statutory declaration lodged with the Tender, we have not entered into a contract, arrangement or understanding with anyone in connection with this Tender to the effect that a successful Tenderer will pay money to or confer a benefit upon an unsuccessful Tenderer or a trade or industry association (above the published standard fee).
7. We:
- (a) are satisfied with the correctness and sufficiency of this Tender, and warrant that our Tender is compliant with the Request for Tender (RFT);
 - (b) warrant that we have prepared our Tender and will enter into any contract with SCU with respect to the Project based on our own investigations, interpretations, deductions, information and determinations;
 - (c) acknowledge that SCU will be entering into any contract with us with respect to the Project in reliance upon the acknowledgments and warranties made by us in this Tender Form;

- (d) acknowledge that the warranties and acknowledgments given by us in this Tender Form are contractually binding; and
- (e) agree to abide by and hold firm all of the terms and prices in this Tender until 31 December 2011 or such later date as may be agreed with SCU and these terms and prices shall remain binding upon **AJM Refrigeration and Air Conditioning Pty Ltd** (Tenderer) and may be accepted at any time by SCU before the expiration of that period. The offer contained in this paragraph is made in consideration of the undertaking by SCU to consider this Tender, conditional upon a Complying Tender being received by it, and the administrative time and expense to SCU in doing so.

8. We have read, understood and accept, the material contained in the RFT, including instructions to Tenderers, terms and conditions and disclaimers incorporated in the RFT, together with any other documents referenced or referred to in the RFT and any other information made available in writing by the University to the Tenderers for the purposes of submitting a final Tender.
9. We have sought and examined all necessary information by making reasonable enquiries relevant to the risks and other circumstances having effect on this Tender.
10. The information provided in this Tender Form and the Tender is complete and correct and contains all of the information required by the RFT. The Tenderer will immediately bring to the attention of SCU any matter of which it becomes aware that renders such information untrue, inaccurate or misleading.
11. We have not relied on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of the University, its related bodies corporate (and their respective representatives and advisers) other than any statement, warranty or representation (if any) contained in the draft Tender Agreements provided to the Tenderers.
12. The Tenderer undertakes to enter into negotiations with SCU for further development and finalisation of its Tender if selected to do so by SCU.
13. The Tenderer acknowledges and agrees that the RFT is not an offer on the part of SCU nor does it create any obligation on the part of

SCU to enter into a commercial, contractual or other relationship with any Tenderer.

14. The Tenderer acknowledges and agrees that SCU is not obliged to accept any Tender and the Tenderer undertakes to bear all costs in the preparation of its Tender, any further negotiations and any other action or response in relation to the RFT.

15. The Tenderer acknowledges and agrees that SCU will have the right (but is not obliged) to act in reliance upon the contents of the Tender.

16. Capitalised terms used in this deed poll have the meaning given in the RFT.

17. It is a condition of this contract that the Tenderer will enter into to the AS 4921-2033 'General Conditions of Contract for Provision of Asset Maintenance and Services (Short Version)

Address or registered office of Tenderer:

94 Conway Street, LISMORE NSW 2480

Address for service of notices (NOT P.O. BOX):

94 Conway Street, LISMORE NSW 2480

Telephone number: 02 6621 3381 Fax number: 02 6621 3379

If a firm, the names and addresses of the individual members are:

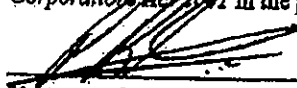
Phillip Moran, 442 Richmond Hill Road, RICHMOND HILL NSW 2480

If a company, the related bodies corporate are:

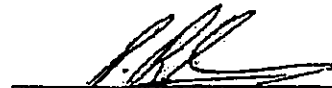
Dated this 3rd day of August 2011

Executed as a deed poll

Signed, sealed and delivered by AJM
Refrigeration and Air Conditioning Pty Ltd
in accordance with Section 127 of the
Corporations Act 2001 in the presence of



Signature of director



Signature of director/company secretary
(Please delete as applicable)

P. R. MORAN

Name of director (print)

P. R. MORAN

Name of director/company secretary (print)

Released by SCU under Government Information (Public Access) Act 2009

Annexure 3 – Statutory Declaration

I, **Phillip Moran of 442 Richmond Hill Road, RICHMOND HILL NSW 2480** do solemnly and sincerely declare and affirm in respect of the Tender to **Carry out Mechanical Service Maintenance for Southern Cross University Campus (Project)** or any contract arising from the Tender, that:

1. I hold the position of **Managing Director** and am duly authorised by **AJM Refrigeration and Air Conditioning Pty Ltd (Tenderer)** to make this declaration on its behalf.

~~18. To the best of my knowledge, neither the Tenderer nor any of its employees or agents had knowledge of a rival Tenderer's Tender or the costing of another Tenderer prior to submitting the Tender.~~

19. To the best of my knowledge, neither the Tenderer nor any of its employees or agents has disclosed the Tenderer's Tender or costing to a rival Tenderer.

20. The Tenderer submitted the Tender in good faith and has not deliberately set its costing above the level of rival Tenderer.

21. As at the date of this declaration, the Tenderer intends to do the work which is the subject of the Tender.

22. To the best of my knowledge, neither the Tenderer nor any of its employees or agents has entered into a contract arrangement or understanding resulting in the Tenderer or another person paying money to an unsuccessful Tenderer if the Tenderer is successful in the Tender (other than for work or services done or materials supplied under a bona fide contract).

23. To the best of my knowledge, the Tender has not been prepared with the benefit of:

- (a) information obtained from a current officer or employee of the Southern Cross University (SCU) in circumstances that constitute a breach of an obligation of confidentiality or fidelity on the part of the person or information otherwise improperly obtained from SCU; or
- (b) information obtained from a current officer or employee of SCU in circumstances which are contrary to the requirements set out in the Request for Tender.

24. To the best of my knowledge, neither the Tenderer nor any of its employees or agents has:

- (a) engaged in any discussion or correspondence with any of the other Tenderers or with any employee of an association of which the Tenderer or any of the other Tenderers are a member concerning the Tender;
- (b) engaged in any collusive tendering with any of the other Tenderers;
- (c) engaged in any conduct or enter into any contract or have any arrangement or arrive at any understanding with any of the other Tenderers, which in any way was or could have the effect of reducing the competitiveness of the Request for Tender;
- ~~(d) entered into any agreement or arrangement, whether formal, informal, legally binding or not, with any other person that they shall refrain from submitting a Tender or adjust their Tender in any way; or~~
- (e) offered or given any consideration to any person for refraining from submitting a Tender or adjusting their Tender in any way.

25. To the best of my knowledge, there is no conflict of interest which would prevent the Tenderer from proceeding with its Tender.

26. Capitalised terms used in this deed poll have the meaning given in the Request for Tender.

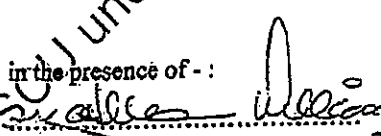
This declaration is true and I know that it is an offence to make a declaration knowing that it is false in a material particular.

This declaration is made under the *Oaths, Affidavits and Statutory Declarations Act 2005*
at LISMORE on 3RD AUGUST 2011

by:


.....
PHILLIP MORAN

in the presence of - :


.....
(Signature of authorised witness)

JP 117224

..... KATHLEEN WILCOX

(Name of authorised witness and qualification as such a witness)

July 2011

Southern Cross University
Mechanical Maintenance Specification

Tender Forms

1 TENDER

1.1 TENDER FORM 1

ROUTINE MECHANICAL SERVICES MAINTENANCE
AT
SOUTHERN CROSS UNIVERSITY

TENDER SUM.

I/We hereby tender for the work exactly in accordance with Norman Disney & Young Specifications

Fixed Lump Sum Tender Price
(excluding GST)

(in words)

GST

(in words)

Tenderer: AJM Refrigeration and Air Conditioning Pty Ltd

Address: 94 Conway Street, LISMORE NSW 2480

Signed: Date: 3rd August 2011

This tender form comprises pages 1 - 5 inclusive and is to be completed in full and returned as part of the tender submission.

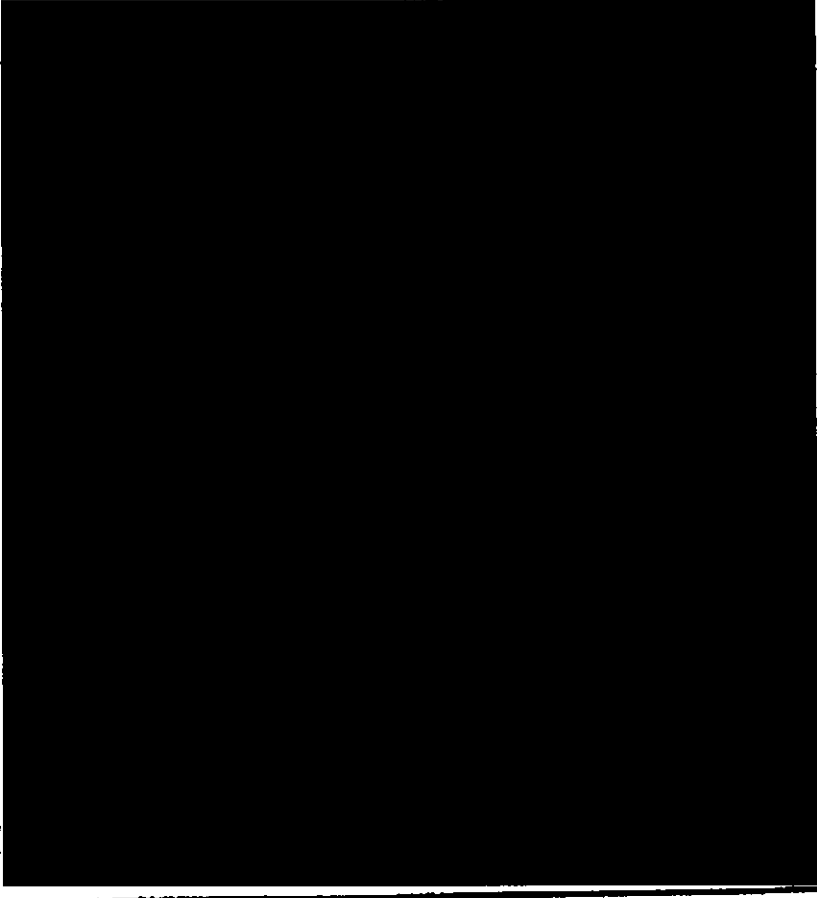
July 2011

Southern Cross University
Mechanical Maintenance Specification

1.1 TENDER FORM 2

Tender Apportionment

The amounts included for the works as listed on each schedule are:

Item	Amount Excluding GST	GST	Total
Air Cooled Chiller			
Chilled Water Pumps			
CRAC			
Air Handling Unit			
Wall Hung Split			
Exhaust Fans			
MSSB's			
VAV's			
Digital Controls			
Electric Duct Heaters			
Misc-Water Treatment			
Total			

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2009

1.2 TENDER FORM 3**Schedule of Rates**

The schedule of rates (excluding GST) for fault finding services and non scheduled repairs are:

1. Labour Charges

- Hourly rate for fault finding services and non-scheduled repairs:
 - Normal hours
 - Apprentice hours
 - Other hours - Over Time

per hour
per hour
per hour

- Travelling charges (or Service Charge)

per hour

- Sub Contractor rates (if different from Contractor)

per hour

2. Materials

- Refrigerant R410a

per kg

- Refrigerant R134a

per kg

- Refrigerant R22

per kg

- Refrigeration Oil (Reciprocating)

per litre

3. Non Scheduled Materials and Labour

- Nominated margin rate to be applied to the categories below for the duration of the contract:
 - Materials, on Invoiced or trade price
 - Sub-contract labour and materials, where rates nominated above are used
 - Quoted works, including either of above or on independent company costs

1.3 ESCALATION PERCENTAGE

Tender annual escalation percentage

1

1.4 TENDER FORM 4**Schedule of Sub Contractors and Insurances****1. Sub Contractors**

Sub Contractors proposed to be used by Tenderer

■ Chillers	Power Pax
■ Pumps	AJM Refrigeration and Air Conditioning Pty Ltd
■ Controls	AJM Refrigeration and Air Conditioning (Innotech) And Honeywell
■ Electrical	McIntyre Electrical
■ Other – Chilled Water Chemicals	Nalco

2. Schedule of Insurances

■ Workcare Number 1LF0010573GWC154	Expiration date 30 th June 2012
■ Public Risk Insurance Underwritten by	Cailliden Insurance
■ Limit of Public Risk Cover	\$10,000,000
Policy Number 29018530BUSP	Expiration Date 28 th February 2012

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1

1.5 TENDER FORM 5**Schedule Cover Sheet**

Completion of specified schedules shall be noted below, with date and signature of service personnel.

- Monthly inspections shall also include all monthly items
- Monthly inspections shall include all three monthly and monthly items
- Annual inspections shall include all items
- Yearly inspections shall mean 20% of all items are to be checked annually

M denotes monthly

3M denotes 3 monthly

6M denotes 6 monthly

A denotes annually

5A denotes 5 yearly

Maximum Frequency	Signature	Date
.....		
.....		
.....		
.....		
.....		
.....		

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SHOWROOM
94 CONWAY STREET
LISMORE

PO BOX 6248
SOUTH LISMORE 2480

Phone (02) 6821 3381
Fax (02) 6821 3379

office@ajmaircon.com.au
www.ajmairconditioning.com.au

NSW LICENCE 70090C • ARC/LIC AUG00183

REFRIGERATION & AIR CONDITIONING P/L

3 August 2011

Our commitment to Southern Cross University would be that AJM Refrigeration and Air Conditioning will have a permanent technician available on site Monday to Friday from 8:30am to 5:00pm. This technician will be carrying out servicing and repair work as required.

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ASJ
Lismore

9.50
26/8/11
2/4



Tender Board

Memorandum

To: Tenderer's

AIRCONDITIONING BREAKDOWN AND SERVICE CONTRACT TENDER No 11-0004

From: Michael Anderson

Date: 23 August 2011

cc: Tender Selection Committee

Subject: Additional Information Required

Dear Tenderer,

Thank you for your response to the above tender. Southern Cross Universities' selection panel has meet regarding this matter and is hereby requesting additional information be supplied. Please complete the attached form and return my email to me at tenders@scu.edu.au by cob 25th August 2011.

Question	Lismore Site	Gold Coast Site	Riverside Site	Lakeside Site
Estimated Travel times that may be charged to the nominated site per visit	NIL	NIL	NIL	NIL
Estimated time and or days of the week that staff will be onsite at each site. Ie Monday to Friday or 1 week per month	140hr/mnt h	16hr/mnt h	16hr/mnt h	8hr/3mnt h
Estimate the response time to the nominated sites	½ hr	1hr	1hr	1hr
Maximum response time to the nominated sites in hours	1hr	1hr	1hr	1hr

Tender Board

Number of qualified staff that will be assigned to each site	1 tech 1 app	1 tech	1 tech	1 tech

Should you have any further information or clarification please forward your queries by email to tenders@scu.edu.au

Rega

Michael Anderson

OUR STAFF LEVELS

We have six mechanics all skilled in all areas of the air conditioning and refrigeration industry on staff with one 4th yr apprentice and one maintenance labourer.

WM AIR CONDITIONING

P MORAN

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**Southern Cross
UNIVERSITY**
A new way to think

COPY

Original sent to
Central Records
22/3/12 *AK*

AJM Refrigeration and Air Conditioning Pty Ltd
PO Box 6248
SOUTH LISMORE NSW 2480
Att: Mr Phillip Moran

12 March 2012

Dear Phillip,

Independent Contractor Agreement between Southern Cross University ("SCU") and AJM Refrigeration and Air Conditioning Pty Ltd ("AJM")

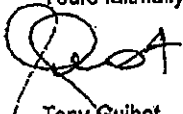
I refer to the above agreement between the parties with a commencement date of 1 September 2011 ("the Agreement"). I note that this Agreement was for a term of four (4) months with an expiry of 31 December 2011.

Pursuant to clause 25 of the Agreement, SCU now wishes to extend the term of the Agreement for a further twenty four (24) months, expiring 31 December 2013.

Please confirm your acceptance of the above variation by signing the duplicate letter where indicated and returning it to me. This will form a mutual agreement for the purposes of clause 25 of the Agreement.

Please do not hesitate to contact me if you wish to discuss this matter further.

Yours faithfully,


Tony Guihot
Director, Facilities Management & Services

I, Phillip Roy Moran
Ltd, hereby confirm that I have read, accept and agree to the details set out in this letter and will continue to be bound by the Agreement.

of AJM Refrigeration and Air Conditioning Pty

Signature of witness


Signed for and on behalf of AJM Refrigeration and Air Conditioning, by its authorised officer


Signature of witness

P. R. MORAN.
Print Name

Gemma Butler.
Print Name

Dated 14/3/12

Dated 14.3.12

1700 

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AJM Refrigeration and Air Conditioning Pty Ltd
PO Box 6248
SOUTH LISMORE NSW 2480
Att: Mr Phillip Moran

13 December 2013

Dear Phillip,

~~Independent Contractor Agreement between Southern Cross University ("SCU") and AJM Refrigeration and Air Conditioning Pty Ltd ("AJM")~~

I refer to the above agreement between the parties with a commencement date of 1 September 2011 ("the Agreement"). I note that this Agreement was for a term of four (4) months with an expiry of 31 December 2011 and was subsequently renewed for a further twenty four (24) months, expiring 31 December 2013.

Pursuant to clause 25 of the Agreement, SCU now wishes to again extend the term of the Agreement for a further twenty four (24) months; expiring 31 December 2015.

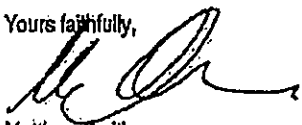
Further to our discussion, I confirm that SCU will allow a contract variation in relation to the per kg rates for Refrigerant to prevent AJM from making further losses on supply. As agreed, AJM will make neither a loss nor a profit on the supply of refrigerant gases and should the cost be reduced, that saving will be passed onto SCU.

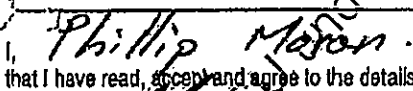
To this extent, for the current term, Tender form 3 (Schedule of Rates) Item 2 (Materials) will be amended such that Refrigerant gases will now be charged to SCU at cost to AJM with no margin applied.

Please confirm your acceptance of the above variations by signing the duplicate letter where indicated and returning it to me. This will form a mutual agreement for the purposes of clause 25 of the Agreement.

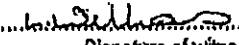
Please do not hesitate to contact me if you wish to discuss this matter further.

Yours faithfully,


Matthew Smith
Director, Facilities Management & Services


Phillip Moran
of AJM Refrigeration and Air Conditioning Pty Ltd, hereby confirm that I have read, accept and agree to the details set out in this letter and will continue to be bound by the Agreement.

Signed for and on behalf of AJM Refrigeration and Air Conditioning, by its authorised officer


Signature of witness

Print Name

Print Name

Dated

Dated

It's all about U
scu.edu.au

Lismore
PO Box 157, Lismore NSW 2480 Australia
T. +61 2 6620 3000 F. +61 2 6620 3700

Coffs Harbour
Hogbin Drive, Coffs Harbour NSW 2450 Australia
T. +61 2 6659 3777 F. +61 2 6659 3751

Gold Coast
Locked Mail Bag 4, Coolangatta QLD 4225 Australia
T. +61 7 5589 3000 F. +61 7 5589 3700

CRICOS Provider: NSW 01241G, QLD 03138E, WA 02621K ABN 41 995 651 524

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Confidential Briefing to Vice Chancellor's Executive Committee

From: Deputy Vice-Chancellor
Date: 20 June 2012
Title: Teaching Calendar Progress Report

1. Purpose

To provide a progress report on the 3 Session Teaching Calendar.

2. Issue

Following a review of issues associated with the introduction of the new 3 Session teaching calendar, the University undertook a range of activities to facilitate its implementation. A progress report (**attached**) provides updated data on Session 3 enrolments and advice on progress of Session 3 unit offerings, feedback from staff and students, assessment and academic practices, special examination processes and workload.

3. Background

In 2009 Southern Cross University introduced new teaching calendar arrangements, and a review of those arrangements was undertaken toward the end of that year to understand the impact, opportunities and challenges the arrangements presented. To follow up on the issues raised in that review, the VC established a working group that included amongst others, staff and student representatives, to examine the calendar for 2011 and beyond.

The Teaching Calendar Working Party met several times in late 2009 and early 2010, and submitted a final report to the VC at the end of April 2010. This progress report is provided as a follow up to that document, and follows the completion of work undertaken over the course of 2011 examining academic practices and suitability of curricula.

4. Options

N/A

5. Recommendation/Recommended Action

That the VCEC consider and discuss the following recommendations from the Teaching Calendar Progress Report:

1. That Academic Board complete its review of BOA processes with a view to increasing grades availability.
2. That Student Services undertake a process review on administrative activities and workflows between the end of session and the beginning of the next, including marking, grade declaration and academic standing processes.
3. That the Curriculum Review be progressed to ensure courses and units are designed and delivered for the three session calendar.
4. That the issue of length of examinations be reconsidered in relation to recommendations 2 and 3, and potential benefits to staff and students of a shorter exam period resulting from the application of a 2 hour norm for exams.
5. That PVC (Academic) review and identify potential drivers of increases in special exams and the decline in success rates since 2008.
6. That VCEC consider whether Session 3 remain an optional period of study.

6. Implementation

To be considered with the recommendations.

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Vice Chancellor's Report to Council

2 August 2013

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

c. Update on three session calendar

Following feedback from members of staff, including Heads of School, the Executive has reviewed the 2014 Teaching Calendar dates and has agreed to revisions that add an extra week's break between Session 1 and Session 2, thereby addressing concerns about the lack of an



Office of the Vice-Chancellor

UPDATE ON TEACHING CALENDAR

Dear Staff Member

As you know the review of the new teaching calendar was one of the immediate priorities for me on becoming Vice Chancellor. It was critical that I was able to better understand its impact, the opportunities and challenges it presents and to hear these views from across the University community.

I commissioned Emeritus Professor Barbara van Ernst AM to carry out this independent review and I am pleased with the very comprehensive way in which she undertook this important task. I am also pleased that the University community, both students and staff, so actively engaged in this matter.

Professor van Ernst AM recently submitted her final report to me, in which she made three recommendations:

1. That the University adopt a three session calendar.
2. That each session consists of 12 teaching weeks, plus a mid-session study week and a preparation break before an examination period.
3. That the *2005 Report of the Working Party on a Trimester Based Calendar* be revisited.

I have endorsed these recommendations and will be referring the report to the new Teaching Calendar Working Party to ensure there is effective implementation of the report and consideration of the issues raised during the review process. The Deputy Vice Chancellor Professor Bill MacGillivray is chairing this Working Party and I have asked him to ensure it consults widely as part of its deliberations.

The report and the membership and terms of reference of the Working Party can be found at <http://staff.scu.edu.au/topics/> (Teaching Calendar). The report can also be found on my web page.

The Topical Issues site is a new Intranet page which will have information about important issues as they arise. Other Topical Issues currently available to staff include the working papers relating to the Academic Workload consultations and information about the 2010 Budget will be available shortly.

Over the coming months I would encourage you to check out the Teaching Calendar Intranet site on a regular basis. It will be a key mechanism by which the Working Party consults with the University community. The Teaching Calendar site will be updated with progress reports, new FAQs and other information as it becomes available. There is also a feedback form available (teachingcalendar@scu.edu.au) which will help keep the Working Party members informed of the different issues raised by students and staff.

Peter Lee

Professor Peter L Lee Vice-Chancellor



UPDATE ON TEACHING DATES FOR 2010

Dear Students

Following the review of the new teaching calendar by Emeritus Professor Barbara van Ernst AM, you may recall that I had made the following determinations about the 2010 calendar:

1. That the 2010 calendar is to be based on three 12 week teaching sessions such that each session will include a mid-session break and a study break before exams.
2. That the 2010 calendar is to commence on the date we have already published.
3. That the dates for the second and third sessions are to be reviewed, although recognising that changing these dates would be undesirable given the level of planning already in place.

The 2010 calendar dates have now been reviewed and the revised calendar is available at <http://www.scu.edu.au/governance/academicboard/> (2010 Session and Trimester Principal Dates. Key features are:

- No changes to the published start and end dates for all three Sessions.
- Mid-session study breaks in Weeks 7 in Sessions 1 and 2.
- Six-day study breaks prior to the examination periods in Sessions 1 and 2.
- The examination periods in Sessions 1 and 2 will be scheduled over eight days (including Saturday) commencing on the Friday of the first examination week. Three sessions will be scheduled per day, with the exception of Saturday which will have two sessions only. No examinations will be scheduled on the included Sunday.

If you have any questions in relation to these changes, and require further clarification please contact the Lismore Student Contact Centre via email: enquiry@scu.edu.au or telephone 02 6620 3444.

The Teaching Calendar Working Party will be looking at calendar issues for 2011 and beyond. It will also be asked to consider the arrangements for orientation, the pre-examination study break and examination period for the third Session 2010. There will be student representation on this Working Party.

I am aware that we need clear processes to effectively manage the changes in examination practices. Further work is underway on this, looking at issues such as the availability of exam centres and supervisors, and ensuring the personal security and safety of students leaving exam venues after 6pm. In addition, the Learning Teaching Advisory Committee (LTAC) has been asked to consider the duration of end of Session examinations.

I am expecting to receive Professor Van Ernst's final report on the new teaching calendar in the near future. I will be releasing this report, and be making further announcements about the Teaching Calendar Working Party, as soon as it is available.

Prof Peter Lee
Monday, 9 November, 2009

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REPORT OF THE TEACHING CALENDAR WORKING PARTY

INTRODUCTION

The Teaching Calendar Working Party was established in November 2009 as part of the Vice Chancellor's response to the Review of the New Teaching Calendar undertaken by Emeritus Professor Barbara van Ernst AM in late 2009.

The Working Party's membership and terms of reference are at Attachment A. The Working Party's deliberations were undertaken in the context of the Vice Chancellor's decision that *"the calendar for 2011 and beyond will continue to be based on three 12 week teaching sessions such that each session will include a mid-session break and study break before exams"*. This decision was stated in the Vice Chancellor's response to the van Ernst review and confirmed in the Terms of Reference for the Teaching Calendar Working Party. The equal length of each session is to ensure no session is of less value than another, with the rationale of introducing the third teaching session being primarily to enable students to better spread their study load. The Vice Chancellor reiterated his decision at the Working Party's first meeting.

Some Working Party members have maintained a preference to return to a two semester calendar and/or to have thirteen weeks of teaching, and at times this point of view was debated during the meetings. I also note that the LEXUS representative tendered his resignation at the second last meeting of the Working Party, which was disappointing given his useful contribution prior to that time. The NTEU representative tendered her resignation at the Working Party's last meeting.

Nevertheless, I am pleased that most of the discussions respected the fact that a decision had been made by the Vice Chancellor and that his decision had been clearly communicated to students and staff. For this reason, the meetings themselves were reasonably productive and properly focussed on identifying issues and, where possible, developing strategies to progress these new arrangements.

A major theme that cut across much of the Working Party's deliberations related to workloads and the need for improved change management processes to address and alleviate the impact on staff. The Working Party recognises that there have been significant efforts made by many general and academic staff in order to implement the new calendar arrangements and to keep the impact on students (such as the turn-around time for assessments) to a minimum.

During the course of its meetings, in addition to material available to all staff and students through the SCU intranet, including the Teaching Calendar Topical Issues site (such as the 2005 and 2009 Reports), the Working Party had access to the following information:

- submissions to van Ernst Review (with consent of the submitter);
- queries (de-identified) and responses provided through the teachingcalendar@scu.edu.au feedback form on the Topical Issues site (available to students and staff); and
- information provided by the Schools, the Office of Planning, Quality and Review, Student Services, the International Office and a joint Faculty submission.

There has been extensive consultation by the Working Party through its members as part of its deliberations. In April, I have visited each of the campuses to explain the Working Party's thinking. An audio of my presentation and the associated slides are available to students and staff through the Topical Issues site.

I thank the members of the Working Party for their contribution in addressing the detail of the van Ernst report and developing a set of viable recommendations to the Vice Chancellor. I would particularly like to thank Mark Wilson, Secretary to the Working Party, for his professional approach in managing Working Party matters and for his comprehensive minutes of each meeting. The minutes form the basis of much of this Report.



Professor Bill MacGillivray
Deputy Vice-Chancellor and
Chair, Teaching Calendar Working Party

30 April 2010

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Professor Bill MacGillivray
Deputy Vice-Chancellor and
Chair, Teaching Calendar Working Party

30 April 2010

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RESPONSES AGAINST EACH TERM OF REFERENCE

TERM OF REFERENCE (i)

- (i) **Make recommendations to the Vice Chancellor on the dates of the teaching calendar for 2011 and the setting of the teaching calendar beyond 2011.**

Addressing this term of reference involved two separate issues:

- (a) Finalising the calendar arrangements for Session 3 2010; and
(b) Setting the teaching calendar for 2011 and beyond.

With regards to (a), on 8 February 2010 the Vice Chancellor endorsed the recommendation put forward by the Deputy Vice Chancellor on behalf of the Working Party. In summary the model:

- Incorporated a 5-day Orientation period (25 – 29 October 2010), with the teaching period commencing on the same day as had already been published (1 November).
- Retained the study break in the lead-up to Christmas (20 – 24 December).
- Incorporated a 3-day study break prior to exams.

In putting forward this model the Working Party recognised that there will need to be a prompt turn-around of assessments in order to facilitate re-enrolments.

Subsequent to this decision, Student Services received more recent advice from external exam centres indicating that a significant majority are unavailable to run three exam sessions per day (72% of external exam venues are unavailable after 6pm on weekdays) or two sessions on Saturday (60 %). This therefore necessitated the adding of a day to the period of exams for 2010. The exam period in Session 1 and 2 is now scheduled over 9 days and over 6 days for Session 3. The length of Session 3 exam period may have to be revisited in the future as the number of units offered increases.

While the length of the pre-exam study break will be reduced by one day, the total time available for individual student study and exams is unchanged. The changes will allow for a more even spread of exams for students throughout the examination period. This modified decision was communicated to students and staff via email on 30 March 2010.

With regards to (b), the Working Party considered the options for 2011 at its meetings on 27th January, 18th February, 9th March and a final model agreed at the meeting of 18 March 2010. A joint Faculty submission was circulated to members as part of the deliberations.

The calendar structure for 2011 and beyond supported by the Working Party is at attachment B. In summary:

- It was recognised that an extended Orientation period is currently under development; however, in terms of pre-session orientation, a reduced orientation period (3 days) is reasonable. It should be noted that this generally reflects the thinking of the First Year @ SCU project group (chaired by the Director Teaching and Learning, a member of the Teaching Calendar Working Party) and comments made by the student association representatives.

- A number of members of the Working Party remain concerned at the short turn-around between the end of exams and the start of the next teaching session. This particularly in regard to the scheduling of the Boards of Assessors, the subsequent timing of the release of student grades and the impact this has on re-enrolment for the following session.
- Some members expressed concern by the depiction in the calendar of Saturdays and Sundays being 'officially' included in the pre-examination study break, whereas they are not otherwise part of the calendar structure (apart from Saturday exams). Accordingly, it is suggested that the depiction be removed.
- There was some discussion on the non-alignment of the teaching calendar with school holidays, including the Easter break. One difficulty is that the New South Wales and Queensland school holidays do not overlap and Easter is scheduled on different dates each year. (Refer to Attachment C for a table setting out NSW and Queensland school holidays with SCU teaching session dates 2005 – 2015). It was recognised that there are implications on academic workloads and assessment mapping if the study breaks are continually moved around each teaching session for the purpose of aligning with school holidays. Nevertheless, the Working Party agreed that the situation of the Easter school holidays be monitored in 2011 and beyond.

A nine-day exam period for Session 1 and 2 is recommended, in order to ensure adequate availability of exam venues and spreading of the scheduling of exams. A change in assessment practices including examination length (in some cases) may alleviate the pressure for setting aside nine days for the exam period in the future but is not practicable at this time.

It is understood the Vice Chancellor has accepted this model in principle.

Recommended further action:

- That the Vice Chancellor formally endorses the calendar dates for 2011 as recommended by the Working Party set out at attachment B.
- That the Vice Chancellor endorse the 2011 Calendar model for at least the next three years unless there is demonstrable disadvantage to not aligning the Session 1 study week with the Easter school holidays.

TERM OF REFERENCE (ii)

(ii) Develop a timetable to be considered by the Vice Chancellor on the expansion of offerings across all Schools and all campuses in the third teaching session. Sufficient choice needs to be provided over the three intake periods particularly for new students.

The Working Party notes that the Vice Chancellor's Planning Priorities for 2010 included:

- Implementing the three-session academic calendar so as to enhance student choice and maximise the efficient use of our capital stock.

Attachment D sets out information provided by the Schools on Session 3 2010 offerings known to date (noting that this is subject to change). As Session 3 is not compulsory for students, no core unit can be offered exclusively in that session. Based on the information provided to date, the majority of units continue to be offered by external mode, with only very limited on-campus offerings. This continues to be a problem as it restricts the ability of some students to spread their load, one of the primary rationales for the new calendar.

International students are required to complete their studies within the expected duration of the course and comply with Standard 9 of the National Code of Practice 2007. These requirements include:

- Negotiating a study plan for each year of study (if not studying four units in each of the two mandatory sessions, Sessions 1 and 2). Mandatory Session (1 and 2) must be a minimum of three units each session to satisfy the "full time" enrolment, with Session 3 being an optional study period. However, if an international student has under-enrolled in Session 1 and 2 (that is, taken less than 8 units across the two study periods), then Session 3 is no longer "optional" in terms of their study plan.
- Only 25 percent of an international student's entire course may be taken externally and at least one unit must be taken internally for Sessions 1 and 2.

An important lesson learned from the Session 3 offerings in 2009 is the need for Schools to take a planned and strategic approach, preferably in the context of curriculum changes. This is particularly important for on-campus units. Where possible, on-campus offerings should be attractive to domestic and international students. While the intention is to have a substantial number of on-campus units (in addition to external units) it is recognised that Schools need to be confident that the unit will, in time, generate sufficient enrolments during the 3rd session.

Furthermore, Schools have been encouraged to consider outcomes from the Converged Delivery Project to develop innovative methods of delivery during any teaching session.

The Working Party acknowledges that among the Schools, some have made efforts to enhance their offerings in the third session, and some have been doing so for a number of years. These Schools are taking a planned approach to incorporating Session 3 offerings into the future. However, other Schools have been more reluctant to proceed with populating Session 3, although the Working Party recognises this may be because of concerns about the financial and human resource impacts of the changes.

The Working Party welcomes the Vice Chancellor's offer to consider providing seed financial support to Schools which can demonstrate their strategy and business plan for Session 3 teaching and in recognition of generating additional taught load. This will include identifying additional costs that would be incurred and which cannot be absorbed. This relief would be available for both the delivery of units and also support for the delivery of those units. It is recognised that Schools are in a transitional phase with regards to effectively managing and using the Session 3 teaching period. Nevertheless, it is essential that on-campus offerings across all Schools increase.

Recommended further action:

- That the Pro Vice Chancellors (Faculty of Arts and Sciences and Faculty of Business and Law) provide to the Vice Chancellor advice that sets out each of their Schools' strategy and business plan for their offerings in Session 3 for the period 2010 to 2012.

TERM OF REFERENCE (iii)

- (iii) **Develop a communication plan which ensures clear, consistent information for staff and students about the teaching calendar. A report setting out the proposed communication strategy will be provided to the Vice Chancellor by January 2010.**

In January 2010 the Chair submitted a Communication Plan to the Vice Chancellor for his consideration. This Plan was endorsed, subject to the VC requesting the Chair conduct a campus 'road-show' to explain the rationale for the calendar and for these forums to be scheduled prior to the finalisation of this Report. The DVC in his capacity as Chair of the Working Party, accompanied in some cases by other members of the Working Party, held three road-shows with student and staff attendees at Lismore, Coffs Harbour and Tweed Heads Gold Coast. The audio recording and related PowerPoint slides from the first presentation is available on the Topical Issues site for those staff or students who were unable to attend a scheduled presentation.

Some issues raised during these presentations include:

- *The potential impact on academic quality and related academic standing systems;*

The DVC is aware of at least 11 other Australian universities who operate on a 12 week teaching calendar (including a number of 'sandstone' institutions) and others who are already or who are moving to a three session calendar. All these institutions, as well as Southern Cross University, continue to meet the high quality standards expected of Australian universities.

There has been some debate about academic standing systems (including exclusions). See also the response under Term of Reference (v) and University academic practices and policies / suitability of curricula.

- *Uncertainty about the aims of the Converged Delivery project.*

The Converged Delivery project is currently in the trial phase, engaging 43 academics from across the University to review the design and delivery of their units to provide a refreshed suite of curriculum and delivery opportunities to engage and support all students regardless of their location. It is looking at ways to do things better for students. It is not intended that SCU be a 'virtual' university.

- *The potential impact of reduced assessment practices.*

There is a University project reviewing assessment practices and load. This is to ensure that SCU is across new thinking with the higher education sector on assessment practices and appropriate assessment load.

- *The possibility of alignment with the Trimester calendar.*

The Working Party examined the possibility of aligning the teaching calendar with the Trimester calendar (which is scheduled over one calendar year). However, the University is restricted by the timing and processes of the admissions centres (UAC in New South Wales, and QTAC in Queensland), which would have a significant impact on first year enrolments. It should also be noted that the Trimester calendar does not have any mid-session breaks. The lack of a mid-session break in the three session calendar in 2009 was a serious concern for many students and staff as highlighted in the van Ernst Report.

- *Resourcing implications.*

It should be noted that the Government will be fully lifting its caps on student enrolments from 2012. This new 'open market' is a substantial change in the Australian higher education sector and all universities will need new strategies to adapt to this new policy environment.

Around 420 EFTSL were enrolled in Session 3 2009, which meant SCU actually exceeded its enrolment targets for that year and of course, the University (and by extension the relevant Schools) are funded for these additional enrolments.

- *Workload implications.*

There is a new approach to academic workloads being introduced which will provide more flexibility in developing the appropriate workload for each and in balancing an individual's teaching, research and other commitments. A separate roadshow at each campus and consultation with academics has been ongoing since 2009. Consultation documents are available to academic staff through the Topical Issues site.

The Working Party recognises that much of the additional workload falls onto professional staff in the Schools and relevant work units such as Student Services. Refer to Term of Reference (v) for recommendations in this regard.

- *Flexibility in calendar arrangements.*

It has been reiterated that Schools are able to schedule alternative teaching arrangements (for example, intensive courses, residential programs etc) in any of the three teaching sessions, including in the third session, subject to the ability to timetable classes.

- *Nursing*

The School has recently confirmed that the Bachelor of Nursing will be on the new Session calendar from Session 1, 2011. The course will be primarily built around Session 1 and 2; however, there will be practicum placements through the year which may be outside these two sessions.

In addition, the Chair, in his capacity as Deputy Vice-Chancellor, held a DVC Forum with the University Heads of School and other senior managers on 30 March 2010, which provided an

open opportunity for feedback regarding the Schools' experiences to date with the new arrangements and the expectations into the future.

The Teaching Calendar Topical Issues site and the feedback form have been operational since mid November 2009. This site is accessible to both staff and students and includes relevant material relating to the teaching calendar including the 2009 Report, the Vice Chancellor's response, a set of FAQs, minutes of the meetings and other communications. Up to April 2010, 20 queries through the feedback form have been made and a response from the Deputy Vice-Chancellor provided.

During the Working Party discussions, the Executive Director Communication and External Relations emphasised that students will only get the benefit of the third session if they are able to exercise real choice, preferably on-campus courses. Much of the communication into the future is expected to be based on informing students and prospective students about these opportunities as they emerge.

Recommended further action:

- That the Teaching Calendar Topical Issues site and feedback form for students and staff remains active during 2010.

TERM OF REFERENCE (iv)

- (iv) Ensure that there is consistent and easily accessible advice for current and prospective students, including in relation to Centrelink and Visa requirements.**

The Working Party was aware of inaccurate information provided to SCU students by a local Centrelink office and this had caused some understandable confusion as it contradicted earlier advice the University had received. While Centrelink promptly acknowledged its error once it was brought to its attention and confirmed the original advice the University had provided to students, it does highlight the ease in which inaccurate information can be inadvertently circulated.

The Working Party considered some feedback coordinated by Student Services. It was agreed that a more coherent approach to communication to students was essential, while noting that different mechanisms will be appropriate for different cohorts of students. There are also legislative requirements that impact on communication with prospective international students. Much of the communication with prospective students (domestic and international) will normally be via the SCU website, the Course Enrolment Guides or other material prepared specifically for prospective international students. The nature of this communication is that it is tightly controlled with longer time frames and therefore more likely to be consistent.

However, existing students may well get their information from a number of sources across the University or from external agencies (such as Centrelink). It is the responsibility of staff to ensure that they are providing accurate advice to students and to seek authoritative advice where necessary. The MySCU site should be the primary mechanism of communicating corporate information to existing students. The First Year @ SCU Project provides other opportunities in relation to communicating with first year students.

The Working Party recognises that there had been some shortfalls in communicating the calendar changes with existing students prior to the implementation of the new arrangements in 2009. This was also recognised by Professor van Ernst in her Report. That Report, and the subsequent consultation processes put in place by the Vice Chancellor (including the Working Party and the Topical Issues site) are key mechanisms aimed at overcoming these issues.

Recommended further action:

- Ongoing. Student Services, Marketing and Media, the Schools and where relevant, the International Office, will ensure that a coordinated approach is taken to providing advice to current and prospective students. The Executive Director, Communication and External Relations and the Director Student Services will take responsibility to effect this coordination.

TERM OF REFERENCE (v)

- (v) Consider the issues raised during the 2009 trial of the teaching calendar and Professor van Ernst's review and make recommendations that support the University's change management process.**

Issues raised during the 2009 trial and Professor van Ernst's review includes:

- Assessment practices and their implementation.
- University academic practices and policies.
- University operational practices and policies.
- Resourcing and/or the budget process.
- Suitability of curricula.
- Support for academic staff making changes to curriculum.
- Administrative and academic workloads including the potential impact on research outputs.
- University international collaborations and the prospective international student market.

Below is a summary of the comments made by the Working Party in relation to these issues. If the Vice Chancellor endorses the proposed approach of the Working Party for these items, it suggests that a timeframe for action be developed, supported by a Gantt chart. The Vice Chancellor will need advice from Academic Board and or the relevant work unit prior to finalising this timeframe. Separate to this process, the Working Party also notes that School and or Course Reviews also provide opportunities to consider, among other matters, issues in relation to the new calendar arrangements.

Assessment practices and their implementation

During the Working Party's discussions, there were two main areas of concern raised in respect of assessment practices: firstly as they relate to the number of assessment items and exam durations, and secondly, as it relates to special exams.

Assessment practices: number of assessment items and exam duration

The van Ernst Report notes that “there is a perception that students are over-assessed” and that there would be “benefit in revisiting the assessment policy, with a view to ensuring that there is an appropriate level and kind of assessment and that the load from a student perspective is given consideration”.

The van Ernst Report also made suggestions about reducing the assessment period to one week, increasing the number of exam sessions from two to three each day and by holding exams on Saturday. It also suggested that the length of exams could be reduced to two hours, providing that student exam load is monitored. These suggestions have been partially implemented, with the calendar arrangements for Session 3 and beyond incorporating a reduced assessment period and exam sessions to be scheduled on Saturday.

The Working Party welcomes the project that has been proposed by the Director, Teaching and Learning (now approved) to look at appropriate assessment practices. The aims of this project are to:

1. undertake selective benchmarking between SCU and like programs nationally to assess and compare SCU's current assessment loads;
2. make recommendations based on the findings of the study in relation to SCU assessment policy and practice; and
3. develop discipline-based guides for academic staff across the university to provide practical assistance to staff in determining appropriate and equitable student assessment loads.

The following observations were made by members:

- The fact that there is a lack of knowledge as to what the assessment practices are at SCU is a problem. There needs to be an audit of assessment practices in the disciplines within SCU and that this is benchmarked with the higher education sector. This could form the foundation for academic guidelines on the appropriate nature and level of assessment practices.
- Schools have received comments from some students that they want the curriculum from the previous 13 week teaching session; however, they feel pressured with the reduced time in completing assessment items.
- Related to assessment practices, concerns were raised about the new calendar having a negative impact on the failure rate and the number of assignment/exam extensions that have been sought by students. In response to these concerns, PQR provided attrition data to the Working Party that clarified the data provided by a respondent to the van Ernst Review. The PQR data was sourced from the University's Management Information System (MIS) and more accurately reflected the situation as it did not include duplicate students. The reasons for unit attrition were also discussed; namely that the data includes enrolment variations, practicum placements not being available and incorrect unit availability advice given to students. In summary, the data showed that more units had less attrition from 2008 to 2009 than increased rates. (See Attachment E for more detail.)

- Students need to understand what is a 'realistic' workload for them and that flexibility cannot always be provided to meet the expectations of every student.
- There is some interest in the proposal to set a maximum of 2 hour exam duration, subject to specific exceptions (for example, accreditation purposes). Working Party members would welcome further examination of this proposal in the context of assessment practices generally. The Working Party notes that LTAC, at the request of the Strategic Standing Committee of Academic Board, is considering issues related to limiting the length of examinations to less than or equal to two hours. As part of their consultations, LTAC is asking Schools to consider the pedagogical and curriculum issues to inform this process, including specific comment on the efficacy of reducing the exam lengths and what exceptions may be needed, and why.

Special examination processes and timelines

The Working Party received varying feedback from Schools as to the impact of the new calendar arrangements on Special Examination processes and timelines. Some Schools have raised concerns that students who have been approved special exams are sitting those exams into the following teaching session and at a time when other assessment items are due.

Some Schools reported a large increase in special exams in 2009, as a result of the new calendar and exacerbated by the lack of a mid-session study break during that year (now re-installed). According to data provided by Student Services, some Schools showed an increase, while others showed a decrease. Overall, the data showed an increase of around 20 percent from 2008 to 2009 and some of the reasons included:

- Mid-semester exams in Nursing were run through Student Services for the first time in 2009.
- An increase in Education and Nursing was predominantly caused by problems with practicums clashing with exam dates.
- Major flood events in parts of NSW.
- Flow-on as a result of 7% increase in overall student numbers.

The Working Party, in considering calendar models for recommendation to the Vice Chancellor, has been conscious of ensuring that there is a reasonable break between sessions to accommodate exam and associated timelines.

Recommended further action:

- That the Vice Chancellor refers the issue of assessment practices and their implementation (including the number of assessment items and exam duration) to the Director Teaching and Learning to form part of the project examining appropriate assessment loads.
- That the Vice Chancellor refers the issue of special examination processes and guidelines to the Academic Board for consideration.

University academic practices and policies / Suitability of curricula

The discussions by the Working Party highlighted two main issues in relation to this item; firstly, pre-requisites, and secondly, the currency and/or over-crowding of the curriculum.

Requisites

The van Ernst Report suggests that "the requirement for pre-requisites be reviewed, and removed where possible in order to reduce the barriers to students".

The Working Party discussed pre-requisites and whether alternative approaches such as 'prior assumed' is preferable. The Working Party members did not reach an 'in principle' position about this but would welcome a further review in the context of SCU's curriculum and student cohort. The Deputy Vice-Chancellor has raised the issue of pre-requisites for consideration by Academic Board.

Currency and/or over-crowding of the curriculum

The van Ernst Report refers to suggestions that the curriculum is overcrowded and that "this refers to overall course structure, curriculum content within units. It also includes unnecessary duplication of specialist units". That Report also notes that "there will need to be academic support for staff making changes to the curriculum, and wanting to move to alternative ways of delivery". The Working Party heard of anecdotal evidence of some staff attempting to fit a 13-week curriculum into the new 12 week teaching session.

Information provided by PQR to the Working Party showed that between 2005 to 2009, the number of courses increased from 145 to 184 (39). The majority of the increase is in the post-graduate suite of courses – Masters degrees and Graduate Certificates/ Diplomas. At the undergraduate level, double degrees account for most of the change. The number of courses by School shows that five Schools have reduced the number of courses offered. Overall there has been an apparent increase in the total number of units offered in 2006 and 2009 of 6 units. (See Attachment G for more detail.)

The Working Party considers that issues relating to the 'currency' and/or over-crowding of the curriculum is more appropriately considered by Academic Board, which will be able to provide a more considered opinion outside the narrow framework of the Working Party's deliberations.

At the suggestion of Student Services, the Working Party also agreed that it would be beneficial if the Academic Board also considered Chapter 3.2 Academic Standing of Students in light of the three session year.

Recommended further action:

- That the Vice Chancellor refers the issue of academic practices and the suitability of curricula to the Academic Board for consideration.

University operational practices and policies / Resourcing and/or the budget process / Support for academic staff making changes to curriculum / Administrative and academic workloads including the potential impact on research outputs

The Working Party notes that a common issue of concern has been the pressure on staff in meeting deadlines in a revised calendar situation, coupled with the increased workload associated with running a full-scale third session.

The Working Party, in considering the various calendar models, has been conscious of ensuring that there is a reasonable break between sessions to accommodate these timeframes. This is in line with a comment in the van Ernst Report that "a longer break between sessions is important for staff to complete assessment, review program materials, conduct research, and attend conferences".

Other issues identified in the van Ernst Report included the need for a realistic workload; the need for well-understood guidelines about the allocation of teaching loads and the need for the workload to recognise the mode of delivery. The van Ernst Report also highlighted the expectation that offerings in each session should be supported by continuing academic staff with support from sessional staff. The Working Party recognises that the Academic Work Activity Profile may well address many of these matters.

There was also a query raised as to whether the University's IT systems have the capacity to cope with the increased load due to the concentration of students utilising the admission and enrolment processes within a shorter timeframe. There were concerns that the IT systems did not cope well during the recent enrolment period and class registration (Session 1 2010).

In the discussion on having student intakes each teaching session (Recommendation 4 of the 2005 Report) members noted workload issues and cited limited downtimes, especially in the December/January period, which was traditional for staff leave and equipment maintenance. The major concern with the three intakes was to ensure that all issues were understood and managed and adequate resources are provided to the appropriate areas.

Recommended further action:

- That the Vice Chancellor requests the Executive Director (Corporate Services) to consider the impact of the teaching calendar in relation to (i) University operational practices and policies and (ii) resourcing and /or the budget process.
- That the Vice Chancellor request the Director Human Resources to consider the impact of the teaching calendar in relation to (i) support for academic staff making changes to curriculum and (ii) administrative and academic workloads including the potential impact on research outputs.
- That the Executive Director (Corporate Services) and the Director Human Resources advise the Vice Chancellor the process by which these matters will be considered.

University international collaborations and the prospective international student market

The Working Party is mindful that international students are a significant proportion of SCU enrolments: 12% of all students are international, and of the University's on-campus enrolments, an even higher proportion is international - 18%. Any consideration of the impact on international students needs to recognise that as a cohort, they have differing needs and expectations: some study on-campus at SCU; some are enrolled in educational

collaborations who may articulate to SCU; and others are taught fully offshore. It is recognised that the student visa requirements are an added complication that need to be adhered to. Some issues of interest to international students include:

- It is vital that on-campus units that are attractive to both international and domestic students be offered in Session 3. It is important to avoid, as far as possible, situations where on-campus units are primarily or solely delivered to international students, whereas most students come to Australia seeking a more diverse student experience.
- There would be benefits if it was otherwise possible to fit the teaching calendar into one calendar year.
- There are some difficulties for students coming from the northern hemisphere in starting in Session 2. A September start date would suit better. This means a more active marketing campaign to attract international students into Session 1 and Session 3.
- International students prefer to lighten their load each teaching session as this helps with their English-language training and ability. They are also keen to use extra teaching sessions to catch up on failed or withdrawn units thereby keeping within Visa course completion requirements.
- Some thought was being given to making Lismore the campus for Session 3 intake because of accommodation difficulties in the coastal campuses over the busy December – January holiday period. Students would then be free to transfer to another campus after Session 3 if they so chose.

Recommended further action:

- That the Vice Chancellor refers this matter to the International Advisory Committee to monitor the impact on international students and to report back to him by the end of 2010. This provides a reasonable timeframe in which to better assess the impacts, challenges and opportunities and to provide specific strategies for each of the different international student cohorts.

TERM OF REFERENCE (vi)

- (vi) Consider the recommendations of the 2005 Report of the Working Party on a Trimester Based Calendar.**

The Working Party considered these recommendations at its meeting on 18 March 2010. Below is a summary of these discussions.

Report of the Working Party on a Trimester Based Calendar 2005	Teaching Calendar Working Party Response
<i>Recommendation 1:</i> That the University develops a one teaching session common unit, for all new undergraduate students that forms the foundation for all degree programs. The	It was reported that the issue of a common unit had been passed to the Faculties and it had received lengthy consideration. No further action required in the context

aim is to address attrition, teaching and learning concerns, to provide a firm foundation of academic studies to all students, and to instil a Southern Cross set of values into all courses. This should be undertaken as a precondition of moving to a three teaching session calendar.	of the teaching calendar arrangements.
Recommendation 2: The University investigate the feasibility of a core curriculum either University-wide or within each Faculty, for all new students from 2008. The Core Curriculum should be designed with reference to the University and Faculty Graduate Attributes.	It was reported that the feasibility of a core curriculum had received lengthy consideration in the past. Subsequently University-wide majors have been approved as part of the Academic Programs Review. No further action required in the context of the teaching calendar arrangements.
Recommendation 3: To remove impediments to course flexibility, a review should be undertaken of pre-requisites and other restrictions on unit choice for students, in line with the requirements of the Student Self-Management Project. This should be undertaken as a precondition of moving to a three teaching session calendar.	The Working Party noted that no University-wide review of pre-requisites has been held. However, it was reported that this matter had been raised at the most recent meeting of Academic Board and will be an item on the LTAC agenda. The Working Party noted that courses with external accreditation may need to retain some pre-requisites.
Recommendation 4: There should be student intakes at every teaching session each year.	Technically this has been implemented but it may be a gradual process to effect in some Schools. Note that the Working Party is recommending to the Vice Chancellor that work load issues should be considered by Executive Director (Corporate Services) and Director Human Resources (see term of reference (iv)).
Recommendation 5: There should be only three main examinations periods per year, plus special examination periods pending a review of special examination procedures.	This recommendation is not able to be implemented due to the decision to retain the Trimester calendar for postgraduate coursework courses. In addition, there has not been a review of special examination processes; however, some Working Party members (eg Student Services) would support such a review. It was noted that LTAC is currently reviewing Special Consideration

	processes.
Recommendation 6: From 2008, it is recommended that the university introduces a three teaching period calendar. The Working Party feels that this will allow for sufficient lead time to enable investigation and implementation of any changes necessary to pedagogical approach, curriculum, course structures and systems, including the recommendations of the Cross University Curriculum Review, to be undertaken in a well planned approach.	Completed. A three session calendar was trialled in 2009 and following the independent review by Emeritus Professor Barbara van Ernst AM, the Vice Chancellor endorsed her recommendation that the University adopt the new calendar arrangements.
Recommendation 7: The Working Party recommends that SCU notify DEST of the change to trimester as part of the annual Institutional Assessment Framework (IAF) discussion.	Completed. DEEWR, DIISR and other relevant government agencies have been notified.
Recommendation 8: The Working Party has identified two models that best meet the criteria developed by the research undertaken. However, acknowledging the student feedback, prior to making a final decision on the specific details of the new calendar, it is recommended that the university market test the options, in particular: a three teaching period calendar modelled on its existing trimester system, the "Modified Trimester" model; and, an extension of the existing summer semester, the "Over Summer" model.	Completed. The Working Party has considered various models in the context of its extensive discussions in relation to its first Term of Reference.
Recommendation 9: That teaching periods be of twelve weeks of teaching, one week of study vacation and 10 days of exams (starting in the Friday of the study vac and ending on the Sunday of the exam week). This may vary for commencing students.	Completed. The Working Party has considered various teaching calendar models and a model different to that proposed in the 2005 Report will be put to the Vice Chancellor for his formal endorsement.
Recommendation 10: If the model based on the existing trimester system is adopted, the Timetable should allow for a Commencing Students' Week in all teaching periods, three weeks after the commencement of the standard thirteen teaching period. The first teaching session for commencing students will be 10 weeks and should be a carefully designed and delivered program of study.	Not applicable. The recommended model is not based on the existing trimester system.

Recommendation 11: That no other study periods be made available by the university, however, recognising the need to ensure entrepreneurial activities are not stifled by this restriction.	This recommendation was considered. The Vice Chancellor, in endorsing the three session calendar, required that each session include a mid-session break and a study break before exams. No further action required.

TERM OF REFERENCE (vii)

(vii) Report back to the Vice Chancellor no later than 30 April 2010.

This term of reference has been completed.

The Teaching Calendar Working Party recognises that, given the debate among the university community about the teaching calendar arrangements, it is important that there is a 'closing the loop' mechanism on this Report. Accordingly, it is recommended that the Deputy Vice Chancellor be charged with coordinating a progress report to be submitted to the Vice Chancellor no later than 30 June 2011. This progress report should be made available to staff and students.

Recommended further action:

- That a progress report be prepared no later than 30 June 2011.

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ATTACHMENT A: MEMBERSHIP AND TERMS OF REFERENCE

TEACHING CALENDAR WORKING PARTY

MEMBERSHIP

- Deputy Vice Chancellor (Chair)
- Academic representation from the affected Schools (eight). All Schools (with the exception of the Graduate College of Management) will be represented, with participants to be nominated by their respective Executive Deans. The aim is for half the representation at Head/Deputy Head level and half to be academic staff, with representation from all three campuses.*
- Two representatives from Student Services (including Director Student Services or nominee, and Timetabling Coordinator)
- Group Director Human Resources & Marketing and Media *
- Director International Office
- Director Teaching and Learning
- Representatives from the student associations *
- One representative nominated by the CPSU
- One representative nominated by the NTEU *

TERMS OF REFERENCE

The University introduced a three-session teaching calendar from 2009. Following a review by Professor Emeritus Barbara van Ernst AM, the Vice Chancellor has endorsed the recommendations of her report and requested the Deputy Vice-Chancellor chair a Working Party to ensure there is effective implementation and consideration of the report and the issues raised during the review process.

The Vice Chancellor has confirmed that the calendar for 2011 and beyond will continue to be based on three 12 week teaching sessions such that each session will include a mid-session break and a study break before exams.

The Working Party will:

- (i) Make recommendations to the Vice Chancellor on the dates of the teaching calendar for 2011 and the setting of the teaching calendar beyond 2011.
- (ii) Develop a timetable to be considered by the Vice Chancellor on the expansion of offerings across all Schools and all campuses in the third teaching session. Sufficient choice needs to be provided over the three intake periods particularly for new students.
- (iii) Develop a communication plan which ensures clear, consistent information for staff and students about the teaching calendar. A report setting out the proposed communication strategy will be provided to the Vice Chancellor by January 2010.
- (iv) Ensure that there is consistent and easily accessible advice for current and prospective students, including in relation to Centrelink and Visa requirements.
- (v) Consider the issues raised during the 2009 trial of the teaching calendar and Professor van Ernst's review and make recommendations that support the University's change management process (see below).

(vi) Consider the recommendations of the 2005 Report of the Working Party on a Trimester Based Calendar.

(vii) Report back to the Vice Chancellor no later than 30 April 2010.

The final Report will set out progress to date and will identify all future action and the mechanism/responsible officer identified to progress any outstanding or longer term issues.

Further to paragraph (v) issues raised during the 2009 trial and Professor van Ernst's review include:

- Assessment practices and their implementation.
- University academic practices and policies.
- University operational practices and policies.
- Resourcing and/or the budget process.
- Suitability of curricula.
- Support for academic staff making changes to curriculum.
- Administrative and academic workloads including the potential impact on research outputs.
- University international collaborations and the prospective international student market.

12 November 2009

***Notes:**

- (i) In line with a request from a number of Working Party members at the first meeting, the Head of the Graduate College of Management was added as a member to the Working Party.
- (ii) The Group Director Human Resources & Marketing and Media is now the Executive Director, Community and Corporate Relations.
- (iii) The LEXUS representative (Lismore student association) tendered his resignation from the Working Party at the meeting on 18 March 2010.
- (iv) The NTEU representative tendered her resignation from the Working Party at the meeting on 12 April 2010.

ATTACHMENT B: PROPOSED CALENDAR 2011

To access the Calendar for 2011, refer to the Topical Issues site.

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ATTACHMENT C: SCHOOL HOLIDAY ALIGNMENT 2005 - 2015

YEAR	SEM/SESS 1 STUDY BREAK	NSW SCHOOL HOLIDAYS	QLD SCHOOL HOLIDAYS	SEM/SESS 2 STUDY BREAK	NSW SCHOOL HOLIDAYS	QLD SCHOOL HOLIDAYS
2005	28 Mar - 1 Apr	9-25 Apr	25 Mar - 3 Apr	26-30 Sep	24 Sep - 9 Oct	5-25 Sep
2006	17-21 Apr	14-28 Apr	10 -17 Apr	25-29 Sep	2-13 Oct	25 Sep - 6 Oct
2007	9-13 April	6-20 Apr	6-13 Apr	24-28 Sept	1-12 Oct	24 Sep - 5 Oct
2008	24-28 Mar	14-25 Apr	7-14 Apr	29 Sep-3 Oct	29 Sep - 10 Oct	22 Sep - 3 Oct
2009	18-22 May	10-27 Apr	10-17 Apr	21-25 Sep	5-16 Oct	21 Sep - 2 Oct
2010	5-9 Apr	2-16 Apr	2-9 Apr	9-13 Aug	27 Sep- 1 Oct	20 Sep - 1 Oct
2011	4-8 Apr	11-21 Apr	18-25 Apr	1-5 Aug	26 Sep - 7 Oct	19- 30 Sep
2012	2-6 Apr	6 - 20 Apr	2-9 Apr	30 Jul - 3 Aug	24 Sep - 5 Oct	24 Sep - 5 Oct
2013	8-12 Apr	15- 26 Apr	29 Mar - 5 Apr	5-9 Aug	23 Sep - 7 Oct	23 Sep - 5 Oct
2014	7-11 Apr	14-25 Apr	NA	4-8 Aug	22 Sep- 6 Oct	NA
2015	6-10 Apr	3-17 Apr	NA	3-7 Aug	21 Sep - 5 Oct	NA

School Holiday dates when there is some overlap with Study Breaks are shown by

TB:PQR 13/4/10

ATTACHMENT D: SESSION 3 2010 UNIT OFFERINGS

Note: known to date 30 April 2010. A schedule of unit availability is available at <http://www.scu.edu.au/services/studentservices/index.php/17/> and is subject to change.

Law and Justice	
LAW10288 Mooting	INT (Lismore)
LAW00125 Information Technology & the Law	EXT
LAW00150 Introduction to Business Law	EXT
LAW00123 Law Placement	EXT
LAW00120 Victimology	EXT
LAW10487 Animal Law	EXT
Environmental Science and Management	
EDU01290 Outdoor Education	
ENS00218 Waste Technology	
Tourism and Hospitality Management	
ACC00207 Hospitality and Tourism Financial Management	EXT
COM00207 Communication in Organisations	EXT
BUS00213 Gaming Management III: Impacts	EXT
ECO00424 Economic Analysis for Tourism & Hospitality	EXT
HOS10199 Foodservice Operations	EXT
LAW00203 Business Law and Ethics for Tourism and Hospitality	EXT
MNG00219 Contemporary Workplace Relations Issues	EXT
MNG00417 Strategic Management for Tourism & Hospitality Enterprises	EXT
MNG00421 Events Management	EXT
MNG00427 Entrepreneurship in Tourism and Hospitality	EXT
MNG01222 Facility & Risk Management for Hospitality Operations	EXT
MNG10228 Project Management for Convention & Events	EXT
MKT00204 Special Interest Tourism	EXT
MKT01420 Conventions, Meetings and Exhibitions Management	EXT
SOY00411 Tourism Theories and Practices	EXT
MKT01221 Intern Study I	INT
MKT01222 Intern Study II	INT
MKT01223 Intern Study III	INT
MKT01224 Intern Study IV	INT
ACC00207 Hospitality and Tourism Financial Management (C&M unit)	INT
COM00207 Communication in Organisations	INT
SOY00411 Tourism Theories and Practices	INT
MNG00421 Events Management	INT
Arts and Social Sciences	
CUL00210 Australia, Asia and the World (Core Unit)	EXT
COM10110 Caught in the Web: Designing for the Digital Space (Core Unit)	EXT
CSL00231 Counselling Theory & Practice	EXT
HUM00274 * EcoCultural Studies enrolment advice: recommended pre-req or co-req: HUM00270 Introduction to Cultural Studies. Alternatively,	EXT

<i>some prior knowledge of Cultural Studies is recommended.</i>	
SOC10400 * Gender, Sexuality and Culture	EXT
BHS00161 Interpersonal Communication	EXT
HUM00270 Introduction to Cultural Studies	EXT
POL10244 Introduction to Politics	EXT
SOY10105 Introduction to Social Welfare	EXT
SOC00118 Introduction to Sociology	EXT
COM00471 Professional Placement (Core Unit) <i>pre-req: any 16 units</i>	EXT
ENG00403 * Prose <i>pre-req or co-req: ENG00400 Introduction to Written Texts and ENG00410 Introduction to Creative Writing</i>	L & EXT
SOC00107 Social Planning	EXT
COM00446 The Big Picture: Global Media (Core Unit)	EXT
COM00439 Theory in Practice: Issues in Media Studies (Core Unit)	EXT
ENG00407 * Writing for Performance <i>pre-req: ENG00400 Introduction to Written Texts and ENG00410 Introduction to Creative Writing</i>	EXT
ENG00408 Writing Project <i>pre-req: 5 writing units</i>	EXT
Commerce and Management	
ACC00106 Contemporary Issues in Accounting	EXT
ACC00132 Taxation	EXT
ACC00145 Financial Reporting	EXT
ACC00146 Management Accounting	EXT
ACC00151 Introduction to Accounting	EXT
ACC00152 Business Finance	EXT
ACC00153 Business Information Systems	EXT
ACC10249 Financial Information for Decision Making	EXT
CSC00228 Database Systems 1	EXT
CSC00240 Data Communications and Networks	EXT
CSC10214 Interactive Multimedia Application Dev 1	EXT
CSC10217 Web Development II	EXT
ECO10250 Economics	EXT
ISY00243 Systems Analysis and Design	EXT
ISY00324 Digital Media 1: Images, Text and Interface Design	EXT
ISY00325 Digital Media 2	EXT
ISY10058 Electronic Commerce Systems	EXT
ISY10209 Web Development I	EXT
ISY10212 Contemporary Issues in MM and IT	EXT
ISY10221 Computing Project 1	EXT
ISY10222 Computing project 2: Development and Implementation	EXT
ISY10621 Info Comm Tech Internship 1	EXT
ISY10622 Info Comm Tech Internship 2	EXT
ISY10623 Info Comm Tech Internship 3	EXT
ISY10624 Info Comm Tech Internship 4	EXT
MAT10248 Quantitative Analysis for Business	EXT
MAT10251 Statistical Analysis	EXT

MKT00075 Marketing Principles	EXT
MKT00102 Consumer Behaviour	EXT
MKT00106 Marketing Research	EXT
MKT00150 Global Marketing	EXT
MNG00114 Strategic Management	EXT
MNG00320 Principles and Practices of HRM	EXT
MNG10247 Managing Organisations in a Global Context	EXT
SOC10236 Ethics and Sustainability	EXT
SOC10245 Working in Organisations	EXT
ACC10249 Financial Information for Decision Making	Beachside
ACC00130 Auditing	Online
UBU00005 2 unspecified Business Studies units	Online
Education	
<i>Enabling</i>	
EDU10440 v1 Academic Study Skills (24 credit points)	L EXT
EDU10441 v1 Introduction to University Studies	L EXT
EDU10442 v1 Preparing for Study in Arts	L EXT
EDU10443 v1 Preparing for Study in Business	EXT
EDU10444 v1 Preparing for Study in Sciences	L EXT
<i>Undergrad</i>	
EDU00298 v2 Co-operative Learning Skills in the Classroom	EXT
EDU10172 v1 Extended Education Project (24 Credit Points)	EXT
EDU10003 v2 Learning Technologies	EXT
EDU10102 v2 Personal Safety & Sexual Health in Adolescence	EXT
EDU01105 v3 Professional Learning Project	EXT
ENG00355 v3 Storytelling	EXT
EDU01095 v3 Supporting Learners with Diverse Abilities	EXT
EDU00353 v3 Teaching the Gifted	EXT
EDU01550 v1 Understanding Educational Research	EXT
<i>Postgrad</i>	
CYS03344 v1 Children and the Law	EXT
EDU03235 v1 Teaching the Gifted and Talented	EXT
CYS03340 v1 Understanding Children and Childhood	EXT
EDU00550 v1 Understanding Educational Research	EXT
Gnibi	
CMM03310 Best Practice Indigenous Community Engagement	EXT
CUL03311 Human Rights & Indigenous Peoples	EXT
EDU03312 Indigenous Australians in Education	EXT
CUL03313 Caring for Kuntri: Indigenous Environmental Management	EXT
LAW03314 Dispute Resolution & Aboriginal Communities	EXT
LAW03315 Aborigines, Torres Strait Islanders & Contemporary Legal Issues	EXT
CMM03178 Trauma & Recovery - Experiential	EXT
CMM03182 Loss & Grief Group Facilitation Counsellor Training	EXT
CMM03188 It's My Life/Working with Adolescents	EXT

CMM03184 The Prun - Indigenous Group Conflict Management	EXT
CMM10610 Working with Children - Prevention and Healing	EXT
CMM10611 Men's Healing Recovery	EXT
CMM10612 Women's Healing Recovery	EXT
Health and Human Sciences	
PHA00315 Introductory Pharmacology	EXT
MWF10669 Midwifery Continuity with Women II (6 credit points)	INT (Lakeside)
MWF10670 Midwifery Experiential Learning III (6 credit points)	INT (Lakeside)
MWF10668 Midwifery Practice II (6 credit points)	INT (Lakeside)
SOY10196 Surfing Culture	INT (Lismore)

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ATTACHMENT E: UNIT ATTRITION DATA

Extract provided to Teaching Calendar Working Party from the Office of Planning, Quality and Review.

Unit Attrition

The unit attrition rates were compared for the years 2007-2009 for units with greater than 10 enrolments for at least 2 of the three years and in 2009). The Table below provides comparisons for the 08-09 teaching sessions and shows the range of increase/decrease between the teaching sessions.

Comparison of unit attrition 08-09

Faculty of Business and Law	Sem 1 n	%	Sem2 n	%
	26.00	25.74257	11.00	12.35955
Between 2% and 4% Increase	4.00	3.960396	8.00	8.988764
Less than 2% Increase	6.00	5.940594	7.00	7.865169
Less than 2% decrease	3.00	2.970297	7.00	7.865169
	13.00	12.87129	13.00	14.60674
	49.00	48.51485	43.00	48.31461
	101		89	
Faculty of Arts & Sciences	Sem1	%	Sem2	%
	42.00	20.19231	80	35.39823
Between 2% and 4% Increase	21.00	10.09615	3	3.097345
Less than 2% Increase	16.00	7.692308	12	5.309735
Less than 2% decrease	18.00	8.653846	19	8.40708
	17.00	8.173077	21	9.292035
	94.00	45.19231	87	38.49558
	208		226	

ATTACHMENT F: TRENDS IN COURSE AND UNIT PROVISION

Extract provided to Teaching Calendar Working Party from Office of Planning, Quality and Review.

Trends in Course Provision

Data were drawn from the SCU Management Information System (MIS) Student Demographic Data Cube and the Attrition Data Cube. The data were filtered by course or unit location to reflect domestic on shore provision, where possible. For the distribution of courses across sessions, onshore and offshore were included. SCU courses are offered in three categories:

1. Non-award (e.g. Masters/PHD qualifying, enabling, cross institutional)
2. Postgraduate (Grad Cert, Grad Dip, Masters, PHD)
3. Undergraduate (Associate degree, Bachelor degree).

In the years 2005 to 2009, the number of courses has increased from 145 to 184 (39). The majority of the increase is in the post-graduate suite of courses - Masters degrees and Graduate Certificates /Diplomas. At the undergraduate level, double degrees account for most of the change from 2005.

The following table provides a count of courses for the years 2001-2009.

Table 1 Number of Courses by Level and Year (DEEWR DATA)

Year	Non award	Postgraduate	Undergraduate	TOTAL
2001	13	77	82	172
2002	16	78	82	176
2003	10	49	77	136
2004	13	53	80	146
2005	12	58	75	145
2006	16	86	86	188
2007	17	88	86	191
2008	12	92	84	188
2009	9	90	85	184

The number of courses by school (Table 2) shows that four schools have reduced the number of courses offered (CIAP, Commerce and Management, GCM and Tourism and Hospitality Management)

Table 2 Courses by School 2006 and 2009

	2006	2009
Gnibi College of Indigenous Australian Peoples	13	10
School of Arts and Social Sciences	22	23
School of Education	20	20
School of Environmental Science & Management	11	16
School of Health and Human Sciences	37	46
School of Commerce and Management	14	11
Graduate College of Management	41	35
School of Law and Justice	20	20
School of Tourism and Hospitality Management	25	21

Trends in Unit Provision

Overall there has been an apparent increase in the total number of units offered in 2006 and 2009 of 6 units. Four schools (CIAP, Education, Commerce and Management, and Law) have reduced unit offerings. There has been a change in external offerings of units. These data report on count of units with students enrolled.

Table 3 Unit enrolment by mode

	Internal	External	UNITS 2006	Internal	External	UNITS 2009
Gnibi College of Indigenous Australian Peoples	26	31	45	27	39	42
School of Arts and Social Sciences	148	109	180	149	94	178
School of Education	96	60	141	79	61	125
School of Environmental Science & Management	76	46	79	83	70	98
School of Health and Human Sciences	167	72	209	157	115	238
School of Commerce and Management	115	86	129	79	83	97
Graduate College of Management	67	87	89	68	90	92
School of Law and Justice	36	60	62	38	52	58
School of Tourism and Hospitality Management	50	51	66	63	49	78
	781	602	1000	743	653	1006

The provision of units is also spread across the teaching calendar. The distribution of units by session differed in 2009 with an apparent increase of 23 unit offerings in Semester 1 and 16 unit offerings in Semester 2. The third session (summer session) had an increase in unit offerings from 52 (2006) to 149 (2009). The enrolment numbers in all sessions vary from 1 to over 500.

Table 4 Units by teaching session and school

2006	1st Semester	2nd Semester	Asian Trimester 1	Asian Trimester 2	First Trimester	Second Trimester	Third Trimester	Research Semester 1	Research Semester 2	Summer Session
CIAP	31	40						4	4	
SASS	95	90			7	5	4	8	8	
EDUCATION	82	87					1	3	3	6
ENV SC & M	45	46						2	2	
H&HS	110	114			4	3	6	9	9	5
C&M	69	67	2	2	2	2	1	4	5	19
GCM					53	56	57	3	3	
LAW	28	29						3	3	8
T&HM	39	34			4	3	3	3	3	14
	499	507	2	2	70	69	72	39	40	52
2009	1st Semester	2nd Semester	Asian Trimester 1	Asian Trimester 2	First Trimester	Second Trimester	Third Trimester	Research Semester 1	Research Semester 2	Summer Session
CIAP	26	21								9

SASS	88	93			8	5	7	10	10	16
EDUCATION	71	78				1	1	3	3	20
ENV SC & M	54	58						2	2	7
H&HS	147	145			16	14	7	5	5	21
C&M	65	56	8		1	13	2	4	4	45
GCM		2			57	51	54	4	4	
LAW	26	30	2					3	3	13
T&HM	45	40			7	6	6	2	2	18
	522	523	10	0	89	90	77	33	33	149

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ATTACHMENT G: SCHEDULE OF MEETINGS

The Teaching Calendar Working Party met on the following dates:

- 30 November 2009
- 27 January 2010
- 18 February 2010
- 9 March 2010
- 18 March 2010
- 12 April 2010

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Southern Cross University
Student Services Directorate

Memorandum

To: Prof. John Jenkins

Cc: Mr. Malcolm Marshall

From: [REDACTED]

Date: 28th September 2011

Subject: Student Services Submission to Academic Board – Three Session Calendar Impacts

Dear Prof. Jenkins,

This document is in response to the call for submissions of impacts resulting from the implementation of the three session calendar. In many of the following items, the reduction in time between sessions has not been the sole cause of the issues. That is, they have existed before and are systemically caused by a myriad of additional factors including process immaturity, consistency of practice across Schools, and general workload. The shortening in time has compounded most of the issues that existed in some form, prior to the introduction of a new calendar. Academic Board has requested comment on the timing of Boards of Assessors. I note that the timing between the final exam day and Board of Assessors has not actually changed since 2006. Challenges with adjusted session timing are often linked to Board of Assessors which is not the driver of pressures.

1: Examinations and Associated Processes

The following table provides a comparison of dates for the period of time under examination and the associated processes. (End of examinations through to commencement of the next study period)

Year	Study Period	End of exams	Board Of Assessors		Publish grades		Next Study Period commences	
			Dates	No. of Working days after exams	Dates	No. of Working days after exams	Dates	No. of Working days after exams
2006	Semester 1	16/06/06 (Fri)	27 & 28/06/06	7 & 8	3/07/06	11	17/07/06 (Sem 2)	21
2006	Semester 2	10/11/06 (Fri)	21 & 22/11/06	7 & 8	27/11/06	11	20/11/06 (Sum Sess)	6
2007	Semester 1	22/06/07 (Fri)	3 & 4/07/07	7 & 8	9/07/07	11	23/07/07 (Sem 2)	21
2007	Semester 2	16/11/07 (Fri)	27 & 28/11/07	7 & 8	3/12/07	11	19/11/07 (Sum Sess)	1
2011	Session 1	04/06/11 (Sat)	14 & 15/06/11	7 & 8 includes P/H	18/06/11	10	20/06/11 (Sess 2)	11 includes P/H
2011	Session 2	01/10/11 (Sat)	11 & 12/10/11	7 & 8 includes P/H	15/10/11	10	17/10/11 (Sess 3)	11 includes P/H
2011	Session 3	04/02/12 (Sat)	10/2/12	5	13/2/12	6	20/02/12 (Sess 1)	11

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2012	Session 1	02/06/12 (Sat)	12 & 13/06/12	7 & 8 includes P/H	16/06/12	10	18/06/12 (Sess 2)	11
2012	Session 2	29/09/12 (Sat)	9 & 10/10/12	7 & 8 includes P/H	13/10/12	10	15/10/12 (Sess 3)	11

The following observations can be made from the above change in Sessions data:

Timing of Board of Assessors after Exam Period:

- No difference between the timing of last day for exams and Board of Assessors. (BoA scheduled on the 7th and 8th working days after exams) *except for*
- 2011 Session 3 and Session 1 2012 falls on the 5th working day

Timing of Publishing Grades after Exam Period:

- Sessions 1 and 2 grades are published 10 working days after exams period which is one day less than with the semester calendar.
- Session 3 grades are published 6 days after exams.

Timing of the Start of the Next Study Period after the Exam Period:

- The change from semester to session calendar has resulted in a decrease between the number of working days from the end of the exam period and the start of the next study period from 21 days to 11 days.

At Risk Students

At Board of Assessors academic staff identify students who are potentially academically at risk. A report is provided by Student Services that details students whose GPA is below 2.50 (Must Get Help) and GPA of greater than or equal to 2.50 and below 3.00 (Seek Help) in the units for that study period. This report is a tool to help academic staff identify at risk students however relies on final grades submitted.

The following table illustrates a sample of the proportion of final grades ready for release at Board of Assessors.

% of Grades submitted approx 2 hours prior to Board meeting.

	2010/1 – day of meeting	2010/2 – day of meeting	2011/1 – day of meeting
CIAP	50%	50%	17%
Education	76%	76%	72%
Arts & SS	75%	90%	85%
Health	15% Semester 42% Session	52% Semester 72% Session	55%
Environ Science	54%	72%	70%
Tourism	83%	59%	79%
Law	57%	65%	83%
SCBS	41%	71%	46%

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As the spacing between the end of the exam period and Board of Assessors has not changed, this issue is not being driven by a change in calendar. That is, this is not a new problem.

Impact: The change in academic calendar has impacted the ability to manage at risk students as a result of a combination of these factors

- The low percentage of grades submitted at Board of Assessors,
- Shortening of time between Board of Assessors and the commencement of the next session
- Increase of at risk students and the complexity of interventions required

It is therefore possible that at risk students aren't able to receive adequate communication, referral and intervention before the commencement of the next study period.

Suggested Strategy:

A review of the grade declaration processes and workflows need to be considered to ensure the most effective practices support grade submission in a time efficient manner. Specific dimensions for exploration include the role and interplay between School Boards and Board of Assessors, timing of processes, and the systems to support these activities.

Examinations:

Session exam periods have been reduced from 10 working days to 7 working days. In addition, Saturday exam sessions feature for some internal units at Coffs, Lismore and Gold Coast. External student cohorts are not scheduled on Saturdays as most external exam centres are unable to run exams on Saturdays. The scheduling of exams on Saturdays is unpopular among School staff and students, particularly where a public holiday falls on a 3 day weekend.

Suggested Strategy:

Institutional agreement on examination best practice (consistent length of exams/maximum length) would most certainly assist in reducing the quantity of total examination hours, and therefore the requirement for Saturday examinations. I understand investigation has taken place on this matter; however the current quantity of examination hours (and the existing variation of exam length) still requires Saturday examination sittings.

2: Student Health & Support Services

Compression of session timing has placed more pressure on student workload and hence stress. Counselling consultations for the month of August increased in Lismore from 146 in 2008 to 216 in 2009,

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Coffs from 27 to 70 and Tweed from 6 to 23). A large proportion of students stated "not enough time in the session" as a major cause of their anxiety.

Mature-age students with school-aged children have the added pressure of the non-alignment of the new calendar with school holidays and the costs of additional child care.

Sport participation levels in OSCA in Session 2 have decreased. Participation in club administration has also reduced due to lack of time, with students not prepared to take on leadership roles when attempting to balance University and life commitments.

Suggested Strategy

- Increase on-campus offerings in the 3rd session to allow students greater spread across the academic year.
- Define approach to number and type of assessable items as students express 'over assessment' as a key stress driver.

3: Admissions and Enrolments

The most problematic issue of the three session calendar for the application and offer process relates to the processing of applications based on completing the Preparing for Success Program (PSP) in Session 3 of an academic year.

The administrative time frame between the end of session 3, and session 1 the following year is too short to follow normal due process. If we were to wait until grades were published there would be two days to assess an application, make an offer and the student relocate (if offered an internal place) before the beginning of Orientation.

For example:

Last day of Session 3 2011 exams	4 February 2012
Board of Assessors for Session 3 2011	10 February 2012
Session 3 2011 Grades Published	13 February 2012
Orientation Session 1 2012	15 February 2012
Classes Commence Session 1 2012	20 February 2012

Due to the time frames of the above example there is the requirement to deviate from the standard process to ratify grades through the Board of Assessors and ask for an early ratification on the recommendation of the Chair of the School Board. This allows access to grades earlier and allows Student Services to assess applications and make offers. Although the alternate process has been adopted, an offer may be generated on Student One before the official publication date of the Session 3 grades has occurred. This raises data integrity issues and is an example of running parallel processes which is inefficient. The late offer activity

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from session 3 to session 1 also means students miss class registration opportunities. An alternate strategy is challenging as class registration occurs 4 weeks before the start of session.

4: Scholarships

Commencing scholarships that consider non-school leaver candidates in their criteria must be held until Session 3 Preparing for Success results are submitted, to enable a final assessment of all eligible candidates. As a result, some scholarship offers cannot be made until Week 1 or 2 of session, to ensure PSP students who have accepted course offers can be considered for short listing.

Coinciding session commencement and grade release dates means, when grades are unavailable, tenure requirements cannot be checked.

Suggested Strategy Implemented: Payments are now rescheduled to week 5 where they were previously paid in week 1 or 2. Although there has been no negative feedback received regarding the rescheduling of payments, it limits the effectiveness of Scholarships as a marketing tool.

I look forward to discussion on this important matter at the next Academic Board.

Yours sincerely,



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Excerpt VCEC Notes - 20 June 2012

Notes of Vice Chancellor's Executive Committee (VCEC) 20 June 2012

Present: Peter Lee (Chair), Bill MacGillivray, Allan Morris, Andrew McAuley and Chris Patton

In Attendance: [REDACTED], [REDACTED], [REDACTED] Nicky Best and Vicky Baxter-Wright

Apologies: Neal Ryan and Helen Hughes

Item 2: Teaching Calendar Progress Report (DVC)

The DVC provided a progress report on the Teaching Calendar and specifically the 3 Teaching Sessions introduced in 2009. This report followed up on the work of the Teaching Calendar Working Party which had met in late 2009 and early 2010, providing a report to the VC in April 2010.

VCEC considered the report and its recommendations and agreed that a number of issues needed to be addressed before it was disseminated more widely.

- (a) There should be no inference that the future of the 3 Teaching Session Calendar is in doubt. It must be explicit that there is no intention to move from a 3 Session Calendar.
- (b) Any perception that lower success rates are a result of students being pushed too hard in the 12 week sessions must be dispelled. *The Success Rates 2007 – 2011 by study period table* requires an action and implementation plan to accompany it.

Recommendation 1

That Academic Board complete its review of BoA processes with a view to increasing grades availability.

VCEC accepted this recommendation.

The shortened break between Session 1 and 2 has not shortened the time between exams and Board of Assessor meetings. There remain 10 – 12 working days to submit results. The problems Schools face in meeting BoA deadlines is a result of inefficient practices and procedures.

Recommendation 2

Student Services undertake a process review on administrative activities and workflows between the end of session and the beginning of the next, including marking, grade declaration and academic standing processes.

VCEC accepted this recommendation, noting that the number of days allowed between an exam and the submission of grades to BoA should be mandated.

Recommendation 3

That the Curriculum Review be progressed to ensure courses and units are designed and delivered for the three session calendar.

VCEC accepted this recommendation noting that further consideration of The Teaching & Learning White Paper, and specifically assessment and moderation practices are likely to lead to additional recommendations.

There is evidence that a number of units continue to over-assess students and it may be necessary to mandate assessment practices.

Recommendation 4

That the issue of length of examinations be reconsidered in relation to recommendations 2 and 3, and potential benefits to staff and students of a shorter exam period resulting from the application of a 2 hour norm for exams.

VCEC accepted this recommendation.

The issue had been discussed at LTAC in 2010 and rejected.

Recommendation 5

That PVC (Academic) review and identify potential drivers of increases in special exams and the decline in success rates since 2008.

VCEC accepted this recommendation.

Recommendation 6

That VCEC consider whether Session 3 remain an optional study period.

VCEC believed it was essential to ascertain the student view on this recommendation before considering further. If students indicated they wanted a 'compulsory' session 3 then VCEC would further consider.

DVC, PVC (I & E), and PVC (A) to progress a student survey on the issue.

REVIEW OF NEW TEACHING CALENDAR

November, 2009

Professor Emeritus Barbara van Ernst AM

REVIEW OF NEW TEACHING CALENDAR

Professor Emeritus Barbara van Ernst AM

CONTEXT

The University introduced a three-session calendar from 2009 and has commissioned a review on its operation to date and the way forward. The terms of reference are:

1. Provide advice as to whether a three-session calendar is the most suitable calendar to achieve the University's stated aims.
2. Provide advice as to whether the structure of the three-session calendar as currently operating at SCU is in the most appropriate form.
3. Make recommendations on what adjustments might be made to the published calendar for 2010 to improve the operation.
4. Make recommendations on the options for an optimum teaching calendar for 2011 and beyond and for implementation of the calendar.
5. Consider and report on any other relevant matters.

I was engaged to carry out this review and the first stage included seeking submissions from staff and students. These were due by Friday 25 and all were either forwarded to me by email or provided to me in hard copy when I visited the University. It was agreed that a series of interviews in person would be the best approach and these were set up as follows:

Monday September 28 Tweed Gold Coast Campus

Tuesday September 29 Lismore Campus

Wednesday September 30 Coffs Harbour Campus

In total, I spoke to 71 people over the three days and received a total of 162 submissions. There was a range of views on the introduction of the new calendar, and in particular on the impact of the 12-week session. A Briefing Paper, October 2009, was submitted to the University on October 6, 2009, as there were some matters which could be dealt with in time for some changes to be made to the 2010 Calendar. It is important to note that I may not have heard from a balanced cross section of the University, nor was it possible to verify all the claims I heard. The purpose of the Briefing Paper was to raise with the University the level of concerns felt by many, and then to submit a more formal report to assist with decision making in the future. The University has acted expeditiously on the Briefing Paper. Some changes have been made and communicated for 2010. A process is in place for a detailed consideration of changes for 2011 and beyond.

EXECUTIVE SUMMARY

This report addresses each of the terms of reference and provides recommendations for the University's consideration. There were some very thoughtful submissions received from staff and students and it is suggested that these be referred to (with permission) during the process of finalising the calendar model for 2011 and beyond.

Throughout the face-to-face interviews and written submissions, and as outlined in my October Briefing Paper, there was a range of views on the introduction of the new calendar, and in particular, on the impact of the 12-week session. There was some student and staff support for the opportunities offered by a three session calendar, but also much opposition. Similarly there were mixed views on the three sessions. Some supported the flexibility it offered, whilst others found it confusing and the shortened break between session 1 and 2 difficult to sustain.

However, it was also clear that there were problems in the change management process and the extent of consultation with staff and students throughout the University which exacerbated the impact of the changed calendar. There was an extensive project in 2005, resulting in a detailed report with recommendations for a three session calendar, but the results of the consultation process were not published adding to these problems. In addition, there have been changes to the Heads of School since 2005, with a number of current Heads not involved in the 2005 process. I found a high level of concern amongst students about the implementation across the three campuses.

The term of reference 3: *Make recommendations on what adjustments might be made to the published calendar for 2010 to improve the operation,*

is addressed in the Briefing Paper dated October 2009.

The University has acted to provide study breaks in week 7 in sessions 1 and 2, and six-day study breaks prior to the examination periods in sessions 1 and 2. The pre-examination study break and examination period for session 3, 2010 will be further considered by the Teaching Calendar Working Party, which is charged with examining calendar issues for 2011 and beyond.

The remaining terms of reference are addressed in this report, and include a discussion on the suitability of the three session calendar, the session length and some additional matters for consideration.

In the process of considering all the information, there are two major issues which emerged for both staff and students. These are:

1. the change from a two semester plus summer semester calendar to a three teaching session calendar;
2. the change from 13-week to 12-week teaching sessions.

The report will make some suggestions for options on the new calendar for 2011 and beyond, but the University needs to work through the implications of these decisions in a systematic manner in order to ensure ownership. Whatever structure is finally selected, the University must have a careful change management process, with all stakeholders involved, thus ensuring that the rationale for change is well understood and making the changes as smooth as possible.

The University's aims in making the teaching calendar changes included:

- the provision of greater choice for students,
- the spreading of work load across the year,
- a chance to repeat failed units,
- for some students, the opportunity to accelerate completion of a degree,
- better use of facilities,
- growth in enrolment,
- maintaining the University's competitive position.

When the new calendar was introduced for 2009, it was thought that students might choose to spread their studies over the three teaching sessions, for example enrolling in three units in each of sessions one and two, and two in session 3, thus completing an eight unit academic year. Alternatively, they may have chosen to enroll in four units in each of sessions one and two and one to four units in session three. This last option would enable completion of a three year degree in approximately two years. This has not been possible because of the offerings available in session three, 2009/10 but with careful planning it would satisfy the aims of the University.

The demography of the University's student profile suggests the underlying rationale is sound. To successfully adopt such a model will require a commitment to comprehensive change management planning, a rich session 3 offering, with appropriate resourcing for the changes required.

It will be recommended that the University adopt a three teaching session calendar and that each session consist of 12 teaching weeks, plus a mid-session study week and a preparation period before an examination period. This model maximises the possibility of achieving three equal teaching sessions whilst delivering a sufficient break between sessions 1 and 2, preferably two weeks.

Recommendations

1: It is recommended that the University adopt a three session calendar.

2: It is recommended that each session consist of 12 teaching weeks, plus a mid-session study week and a preparation break before an examination period.

3: It is recommended that the 2005 *Report of the Working Party on a Trimester Based Calendar* be revisited.

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REPORT

Term of Reference 1: Provide advice as to whether a three-session calendar is the most suitable calendar to achieve the University's stated aims.

The University was using a three-session calendar up to 2008, in the form of a two semester plus summer-semester academic year for undergraduate programs and a calendar year trimester for many postgraduate students. The summer session seems to have been largely based on intensive programs, e.g. the successful program run by the School of Law and Justice, or distance education offerings.

The University's aims in making the changes in 2009 included:

- the provision of greater choice for students,
- the spreading of work load across the year,
- a chance to repeat failed units,
- for some students, the opportunity to accelerate completion of a degree,
- better use of facilities,
- growth in enrolment,
- maintaining the University's competitive position.

The three-session calendar was introduced with the aim over time of providing more flexibility in the way students undertake their study. SCU has a diverse student demography with around 20% of commencing students being school leavers and an undergraduate median student age of 23 years. Approximately 30% of SCU students study by distance. The student cohort is dissimilar to that of the metropolitan universities and most students are juggling their studies with a busy lifestyle including employment and family responsibilities. More women than men study at Southern Cross University.

It is common for students to enroll in units only when they feel they have sufficient time and money to accommodate their study. Repeated surveys of students have shown that full-time SCU undergraduate students are undertaking paid employment on average in excess of twenty hours per week and are not enrolling in a full load of units as a consequence. Hence their progression is slowed and they take longer than the minimum time to complete their degree. Finding a mechanism for such students to spread their load but still complete their program in the minimum time in terms of calendar years was a major driving factor in the development of the new teaching calendar.

The new teaching calendar was designed to provide a framework which provided for courses to be undertaken at a normal full-time rate of four units per session for two sessions per annum, or, in some courses, for a full-time load to be achieved by spreading eight units across the three sessions. Repeat delivery of some units to allow such a load spread would also allow students to catch up on units they had earlier failed. In a small number of courses an accelerated mode would be possible by undertaking twelve units per annum at a rate of four units a session across the three sessions.

It is acknowledged that an appropriate range of units has not been scheduled for session 3, 2009. Of course, students can progress at less than full-time rate but the three session calendar will enable earlier completion than possible with a two semester calendar. The Converged Delivery Project, which is identifying and testing a range of delivery methods to enhance individual student learning, is also aimed at providing more study flexibility for students.

It is noted that eleven other universities in Australia are operating 12-week teaching periods, and clearly Southern Cross University would like to maintain its competitive position.

While the rationale for change was motivated by a desire to deliver better outcomes for students, it was not possible to achieve all the University's aims for several reasons:

- there was insufficient understanding of the rationale for making the change,
- session three was not sufficiently populated to meet the purpose of the change,
- pedagogic changes had not been made to academic programs to facilitate the transition.

In spite of this, the enrolments over session 3 have increased significantly, and in 2009 have reached 518 EFTSL. In total 2325 individual students on a Commonwealth Supported Place enrolled in session 3, 2009. Of these enrolments, 284 students are new to the University. This represents a significant take-up by continuing students.

The idea of offering three sessions is an appropriate response to the demographics of the student population, many of whom work part-time throughout the year and part or full-time over summer, many have family responsibilities, and others are already in employment. If the calendar is adjusted to take into account the concerns raised in this report, and there is comprehensive communication with students about their options, then a modified three session calendar could be a suitable model for the University.

Recommendation 1: It is recommended that the University adopt a three session calendar.

Term of Reference 2: Provide advice as to whether the structure of the three-session calendar as currently operating at SCU is in the most appropriate form.

The current situation in 2009 is:

- (a) Sessions one and two have run more or less as they did in the previous model except for the lack of a mid-session study break. Session 3 will run but the majority of choices for students are distance education units, and these may not satisfy program requirements.

Students did not seem to be aware that the teaching calendar had changed to create a framework whereby they could choose units in order to spread their load over three teaching sessions, re-enroll in units which were failed or incomplete, or to accelerate their course. Even if they had, there was no planned provision of units in session 3 to accommodate such choices.

- (b) Units which require pre-requisites or co-requisites, or are pre-requisites for a unit which follows need to be offered more than once in an academic year.
- (c) Some Schools, e.g. School of Law and Justice have been very successful in session 3 with a residential Summer School. Others have already adjusted their programs to a three session academic year.
- (d) The postgraduate trimester arrangement is working well, for students and staff in the Graduate College of Management. There are however, some issues for staff who teach in both undergraduate and postgraduate programs.

There were a number of matters raised in relation to the length of the teaching session, but a careful reading of the submissions and analysis of the interviews indicates that many were not directly linked to the change of calendar. In particular the loss of the mid-session study break and the shorter period between session 1 and session 2 were matters which impacted on staff and students. There are also some pedagogical issues which will be addressed below. On balance it seems that it is desirable that each session consist of 12 teaching weeks, a mid-session study week and a preparation break before an examination period. This model maximises the possibility of achieving three equal teaching sessions with an appropriate break between sessions 1 and 2.

There are sufficient issues requiring attention that it is fair to say the model as originally introduced requires change.

Term of Reference 4. Make recommendations on the options for an optimum teaching calendar for 2011 and beyond and for implementation of the calendar.

The University has had a three session academic calendar for some time, albeit in limited form. The discussion which follows may assist the University in deciding on the optimum model. Three options will be explored. These are (1) 2 semesters plus summer semester, (2) a trimester within the calendar year, and (3) three equal sessions, in which session 3 spans two calendar years.

1. Two semesters plus summer semester

This model had been in operation for some time and did not meet the University's stated aim to provide maximum flexibility for students. There was no conscious planning to make the offerings in the summer semester sufficiently comprehensive to enable students to accelerate, or to spread their program across a longer period and still complete a full-time load in one year. The offerings were largely distance education and this has implications in particular for international students.

There have been some innovative arrangements over the summer semester such as the Law Summer School, the possibility of study tours and excursions, and some other intensive mode or block teaching. These creative solutions should be encouraged but need not be restricted to session 3. It is quite feasible for staff to devise innovative ways to deliver their programs in each teaching session, possibly achieving more engaged learning and providing new flexibility.

The recent changes to the federal government funding arrangements make it easier to use CSP across all teaching sessions, and the removal of the funding cap by 2012 is an incentive to increase load without requiring students to pay tuition fees. Advice from the Department of Education, Employment and Workplace Relations (DEEWR) has confirmed that students will retain eligibility for support from the government as long as they enroll in 75% of a full-time load over the three sessions. A carefully planned schedule of offerings could achieve the outcomes the University wishes to achieve.

2. Three equal sessions

There are two different options for three equal teaching sessions in the academic calendar. The first is to align the sessions with the postgraduate trimester which is contained within the calendar year, and the second is to split session three between calendar years.

a) Alignment with existing trimester model

The issues for consideration for the trimester model centre largely around the selection of school leavers and others who enter through the state agencies (QTAC and UAC) and possibly relate to offers to articulating TAFE students who rely on results being available.

- The main issue is the timing of the UAC offer rounds which at present finish too late for the existing Trimester start date. I understand that QTAC has developed a more flexible approach and one option may be to open similar discussions with UAC. Victoria is exploring alternatives or additions to ENTER on equity grounds. Depending on the percentage of students entering via the UAC, it may be possible to make internal arrangements for selection. There are precedents for this such as using the school Principal's recommendation, early offers on the basis of performance and provisional offers for TAFE students.
- An advantage of the trimester model is that it is easier for the budget process as all activities occur within the calendar year. In the model running for 2009/10 the budget for

session 3 is over two calendar years, making it difficult to calculate requirements before trends in enrolments are known.

- There are some disadvantages for academic staff who are teaching across two different calendars and a common trimester would make this easier.
- The trimester model has the advantage of completing all teaching within the calendar year, but completion of some assessment does run into the next year.

Considering the above points it may be difficult to achieve the trimester model for 2011.

b) Three equal sessions

The recommended arrangement for a three equal session model is that the sessions consist of 12 weeks of teaching, plus one week mid-session study break and a break for assessment preparation. This should be followed by one week (or possibly 8 days) of assessment/exams using morning, afternoon and evening sessions and giving consideration to reducing all exams to 2 hours. Session 3 would commence in November and end in February with a break over Christmas and New Year. There should be a break of 3 weeks between session 1 and 2 if possible.

It is not easy to fit this model into the available time, but it is possible with a two-week break between session 1 and 2, and with perhaps a shorter break between sessions 2 and 3 and between sessions 3 and 1.

If there is an implementation plan in place to ensure careful planning for the scheduling of units and the allocation of staff workload this model should be achievable.

Recommendation 2: It is recommended that each session consist of 12 teaching weeks, plus a mid-session study week and preparation break before an examination period.

Term of Reference 5. Consider and report on any other relevant matters.

There have been a number of issues raised in this report and the Briefing Paper. There will be some overlap in this section but there are a number of issues which the planning group does need to consider. They are not in any order of importance.

As has been mentioned before, the success of any changes will depend on the development of a comprehensive change management plan, which should include careful project planning and timelines, and arrangements for approval of changes by Academic Board when necessary.

- The planning must include an agreed way to populate session 3 so that the desired flexibility and other options can be realised. This includes the recognition that students who wish to repeat must have units available, that there are electives and core units offered if students want to spread load or accelerate or if there is an intake in Session 3. The students may also want to have a choice of on campus and distance delivery.
- If the University intends to make better use of the facilities, then session 3 will need to be populated with on campus as well as distance units.
- There will need to be academic support for staff making changes to the curriculum, and wanting to move to alternative ways of delivery.
- There needs to be a mid-session study break, both for students and staff. It provides an opportunity for students to catch up with assignments, for reflection time, for staff to complete marking.
- A longer break between sessions is important for staff to complete assessment, review program materials, conduct research, and attend conferences.
- If there are three intakes, the offerings need to be adjusted to provide sufficient choice for new students. This can be done with strategic use of core units.
- It is suggested that the requirement for pre-requisites be reviewed, and removed where possible in order to reduce the barriers to students.
- There is a perception that students are over-assessed. There would be benefit in revisiting the assessment policy, with a view to ensuring that there is an appropriate level and kind of assessment and that the load from a student perspective is given consideration. It is therefore suggested that there be an audit of what is actually happening at present, followed by the development of a set of guidelines which may lead to more effective assessment.
- It has been suggested that the curriculum is overcrowded. This refers to overall course structure, curriculum content within units. It also includes unnecessary duplication of specialist units. It would be beneficial to review the number of units on offer at any one time. A reduction in the number of offerings would assist in limiting the number of small classes, and in part address staff workloads.
- Many units have fully developed distance materials and these could be made available to all students via the Learning Management System. This use of resources could enable much greater flexibility for on campus students. The Converged Delivery project may well provide some new ideas for increasing flexible options.
- There might be some consideration of using more team teaching to increase flexibility and also as a risk mitigation measure. It is a risk if only one person can teach a unit.

- The University needs to recognise that changes to the delivery arrangements will need time and resources to prepare. With the assistance of the FLDS and others staff can review the curriculum, the assessment, and the delivery arrangements in general. This provides an opportunity to introduce innovative ways of enabling student learning.
- The University may like to review the arrangements for change of preference. This may be more efficient done centrally so that administrators in the Faculties and Schools can focus on other matters.
- The assessment period at the end of each teaching session could be reduced to one week if examinations were scheduled over one week, using morning, afternoon and evening, and Saturdays, and considering the length of examinations, e.g. two hours instead of three, provided student exam load is monitored. It is noted that not all units hold examinations and this week could add to the time for submission of assignments or major projects.
- On a shared campus such as Coffs Harbour it will be necessary to ensure that all the stakeholders are aware of any changes, and have the opportunity to have an input into the consultation.
- It is difficult to make provision for school holidays, especially as there are students from both New South Wales and Queensland. This could be addressed pedagogically using creative ways of delivering programs.
- Students raised the importance of the University Games and similar arrangements could be made to enable students to compete.
- It is important that the process chosen does not prevent any students from attending orientation programs.
- The University must recognise that there are resource implications for a number of areas in making major change. These include, e.g. the audit of assessment and consequential changes to guidelines and academic programs; adjusting the curriculum to fit a twelve week period; exploring innovative ways of teaching; reviewing and reducing the number of units on offer at any one time; administrative arrangements related to teaching session dates, submission of results, timing of student appeals; a marketing and communication strategy to ensure the students understand their options and make informed choices.

There are a number of issues relating to staff which must be taken into account.

- There should be a realistic workload, annualised to recognise three teaching sessions, research and research supervision, as well as any administrative roles.
- There need to be well understood guidelines about allocation of teaching loads, that indicate the arrangements for staff taking annual leave, that staff who are not research

active be required to carry an equitable load, which may mean teaching in three sessions.

- The workload must recognise the mode of delivery and make arrangements to cover both distance and on campus teaching without stopping lectures for residential schools.
- There needs to be an expectation that offerings in each session are supported by continuing academic staff with support from sessional staff and not the present arrangement where staffing of session 3 is almost entirely sessional.
- Career planning needs to take into account the range of professional needs such as opportunities to attend international conferences, and to undertake field trips where appropriate. It would be useful to incorporate the common universities week if possible.
- There are flexibilities for staff as well. It may be possible for staff to arrange their teaching year over the three sessions with a lighter load in each. It may be possible to arrange for space to conduct field work, and other external activities.

In the process of the visit I was given a copy of a confidential report dated September 2005, entitled *Report of the Working Party on a Trimester Based Calendar*, which canvassed a number of previous discussions on trimesters. This report covered the issues well, and also referred to earlier reports on the calendar and to *The Cross University Curriculum Review* report from 2002. The working party, chaired by Professor Mike Evans, was supportive of a 3 period year, but had a series of major pre-requisites which were essential before any change was attempted. Unless these were addressed they became a major impediment to the implementation of the changes to the calendar. These included, *inter alia*:

- reducing the proliferation of courses and units
- exploring the feasibility of a core curriculum
- a review of prerequisites and other restrictions on unit choice
- substantially improving the University systems and processes
- adequate lead time

Recommendation 3: It is recommended that the 2005 *Report of the Working Party on a Trimester Based Calendar* be revisited.

CONCLUSION

If the University accepts the opportunity to fully develop a three session academic calendar, it should develop a comprehensive change management plan. This will call for strong leadership, inclusive decision making, clear explanation of the rationale and benefits, good communication strategies, and support for making the changes, sufficient resources to adjust curriculum and improving the University's administrative processes. There will need to be pedagogical changes, regulatory and procedural changes. There also needs to be an agreed workload model for academic and administrative staff, and also a monitoring of the workload for students. Additional support from administrative staff will also be required.

Released by SCU under Government Information (Public Access) Act 2009

ATTACHMENT 1

Interviewees

TWEED /GOLD COAST CAMPUS	LISMORE CAMPUS	COFFS HARBOUR CAMPUS
Professor Ian Eddie Richelle Blackshaw Dr Peter Wynn-Moylan Martin Rothengatter A/Prof Heather Hancock Jill Donbrow Professor Janet Taylor (by phone)	Professor Peter Lee Professor Jenny Graham Professor Mike Evans Professor John Jenkins Richard Harris Dr Amanda Reichel-Brushett Wendy Gilleard Professor Bill MacGillivray Professor Jim Jackson Des Stewart Julie Arthur Fiona Wright Sharon Farquhar Jo Asquith Tom Round A/Prof Robert Weatherby Professor Phil Hayward Nathan Apps Supatra Raffan Narelle Belssington Geoff Reid Jenny Austin Craig Wilson Sandy Darab Karen Brady Yvonne Hartmann Toni Ledgerwood Shelley Odewahn Heather Wood Tony Batts Fran Page de Mars Kim Fischer Caroline Mc Kay Christopher Macfarlane Don Brushett	Peter Coyle Dr Graham Cooper Raina Mason A/Prof Rick van der Zwan Peter Marshall Polly Wells Judy Hibberd Vicki Woods Lorraine Waller Anne Bailey Trish Welsh Dr Judith Wilks Jenny Barron Rebecca Deagan Dr Jenny Everton Greg Robson Bob Prater Steve Laidley Caroline Mitchell Andrew Lawton Simone Bawden Mark Rosenbaum Ruth Titherington Daniel Coleman Deb Gallagher Nev Neal Kelly Kozik Dr Rosie Wickert Professor Martin Hayden (by phone)

ATTACHMENT 2

Summary of Submission Received

Students – Lismore: 76

Students – Coffs Harbour: 16

Students – Tweed Gold Coast: 3

Students – External: 24

TOTAL STUDENTS 119

Academic Staff – Lismore: 21

Academic Staff – Coffs Harbour: 4

Academic Staff – Tweed Gold Coast: 2

TOTAL ACADEMIC STAFF 27

Support Staff – Lismore: 11

Support Staff – Coffs Harbour: 3

Support Staff – Tweed Gold Coast: 1

TOTAL SUPPORT STAFF 15

NTEU



Report on three session calendar

June 2012

In 2009 Southern Cross University introduced new teaching calendar arrangements, and a review of those arrangements was undertaken toward the end of that year to understand the impact, opportunities and challenges the arrangements presented.

Issues raised in this review included:

- Assessment practices and their implementation.
- University academic practices and policies.
- University operational practices and policies.
- Resourcing and/or the budget process.
- Suitability of curricula.
- Support for academic staff making changes to curriculum.
- Administrative and academic workloads including the potential impact on research outputs.
- University international collaborations and the prospective international student market.

The VC requested the establishment of a working group that included amongst others, staff and student representatives, to examine the calendar for 2011 and beyond, taking into account the issues raised during the 2009 trial and the review. The Teaching Calendar Working Party met several times in late 2009 and early 2010, and submitted a final report to the VC at the end of April 2010 (**Attachment A**). A key recommendation from the report was that the VC endorse the 2011 Calendar model for at least three years.

The 2011 Calendar model was implemented with a number of recommendations from the Working Party, including that a mid-session and pre exam study break be retained, that a longer term orientation continuing through the first weeks of the session be established and a reduced examination period be scheduled.

As indicated in their report, a major theme that cut across much of the Working Party's deliberations related to workloads and the need for improved change management processes to address and alleviate the impact on staff. In relation to this theme, in addition to recommendations that were subsequently and immediately implemented, the Report of the Teaching Calendar Working Party included several recommendations for further action. This progress report provides an update on those recommendations and change management approaches taken in relation to the teaching calendar.

Progress on items recommended by the working party on further action

The Teaching Calendar Working Party recommended further action in relation to unit offerings, obtaining feedback from staff and students, assessment and academic practices, special examination processes and workload. The following information is provided as an update on the below listed recommendations.

- a)** That the Pro Vice Chancellors (Faculty of Arts and Sciences and Faculty of Business and Law) provide to the Vice Chancellor advice that sets out each of their Schools' strategy and business plan for their offerings in Session 3 for the period 2010 to 2012.
- b)** That the Teaching Calendar Topical Issues site and feedback form for students and staff remains active during 2010.
- c)** That the Vice Chancellor refers the issue of assessment practices and their implementation (including the number of assessment items and exam duration) to the Director Teaching and Learning to form part of the project examining appropriate assessment loads.
- d)** That the Vice Chancellor refers the issue of special examination processes and guidelines to the Academic Board for consideration.
- e)** That the Vice Chancellor refers the issue of academic practices and the suitability of curricula to the Academic Board for consideration.
- f)** That the Vice Chancellor requests the Executive Director (Corporate Services) to consider the impact of the teaching calendar in relation to (i) University operational practices and policies and (ii) resourcing and /or the budget process.
- g)** That the Vice Chancellor request the Director Human Resources to consider the impact of the teaching calendar in relation to (i) support for academic staff making changes to curriculum and (ii) administrative and academic workloads including the potential impact on research outputs.
- h)** That the Executive Director (Corporate Services) and the Director Human Resources advise the Vice Chancellor the process by which these matters will be considered.

a) Strategies for Session 3 Offerings

The Working Party had identified the need to continue to grow the University's unit offerings in session 3 in order to achieve intended outcomes of implementation of the three session calendar. As part of the implementation of the Teaching Calendar the Vice Chancellor provided a pool of strategic funds to support the growth of availabilities, and Faculties and Schools were invited to submit requests for funding from this pool to support the addition of units in the third session. Faculties and Schools indicated their priorities for the introduction of units for the third session.

The Table 1. shows the number of units (with students enrolled) from session 1, 2009 to session 3, 2011. The data shows that the number of available units available in the 3rd teaching session increased between 2009 and 2011. The data also reveals that 3rd session units tend to have a greater reliance on external enrolments.

Table 1. Unit Enrolments 2009-2011

Unit Enrolments 2008-2011

	2008			2009			2010			2011		
	S1	S2	S3	S1	S2	S3	S1	S2	S3	S1	S2	S3
# Units with enrolments	521	516	50	522	525	149	541	543	154	539	526	188
# Units with external enrolments	273	283	46	287	292	104	307	328	115	311	306	128
% units with ext enrolments	52%	55%	92%	55%	56%	70%	57%	60%	75%	58%	58%	68%

The same pattern of growth is also reflected in student load in Session Three over the years from 2008 – 2011. The figure for 2011 is slightly down from 2010, reflecting the overall load difference between 2010 and 2011.¹

Table 2. Actual EFTSL enrolments in Summer Session/Session 3 2008 – 2011

Actual EFTSL	Int/Dom	2008	2009	2010	2011
External	International	18.750	35.875	54.500	53.750
	Domestic	123.625	438.125	539.500	585.750
Internal	International	100.375	464.375	476.000	357.375
	Domestic	18.125	65.625	111.529	176.906
Total EFTSL		260.875	1004.000	1181.529	1173.781

b) Teaching Calendar Topical Issues Site

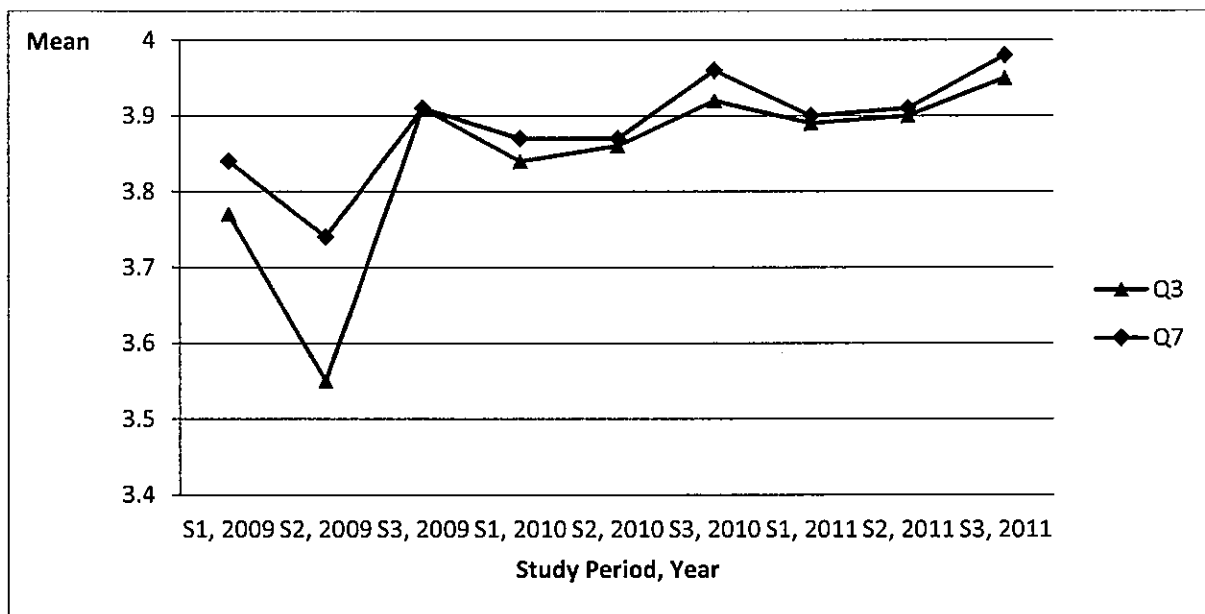
The Teaching Calendar Topical Issues website and feedback form remained active during 2010 and most of 2011. During 2010 and 2011 a very small number of emails regarding the teaching calendar (fewer than 5) were received by the DVC via this site, and it was archived on 6 December of 2011.

In the absence of substantial information to be gained from this means, the below chart of mean scores for questions from the Unit Feedback survey is provided for information. The two most relevant questions are Q3 'The workload demands of the unit are about right' and Q7 'Overall I am satisfied with this unit'². Overall the data suggest improved levels of student satisfaction from Session One, 2009 to Session 3, 2011.

¹ Total EFTSL load in 2010 was 9926.446 compared with 9570.681 in 2011.

² Only those responses from onshore locations are provided. Only Semesters / Sessions for 2009 to 2011 are included.

Figure 1. Unit Feedback 2009-2011 – mean scores by study period



c) Assessment Practices and Implementation

Assessment Project

The Excellence in Assessment project was commissioned in 2010 to:

- undertake selective assessment benchmarking between SCU and like programs nationally to explore issues of load, standards and innovative practice;
- report and make recommendations to the university community, based on the findings of the study, in relation to assessment policy and practice; and
- develop resources and provide tailored professional learning activities to capitalise on project findings, address diagnosed problems, and consolidate assessment practice in all areas of the University.

To investigate concerns about assessment practice at SCU (including in relation as to how the new Teaching Calendar may be impacted by assessment practice) the review included issues of assessment volume, timing, efficiency and effectiveness. The project has been completed and an analysis and report of the findings is in the final stages of preparation.

Exam Duration

Discussion about the potential for exams to be limited to two hours took place at Academic Board and the Strategic Standing Committee of Academic Board in late 2009, and was referred to the Learning and Teaching Advisory Committee (LTAC). A discussion paper (**Attachment B**) regarding the duration of end of session exams was circulated to LTAC and discussed at its meetings in March and May of 2010. An amendment to the Assessment Chapter in Academic Policy (reproduced below) was proposed to members with a request that members seek a discussion of and formal response from their School/College Boards. The proposed amendment to 1.16 Assessment read:

In preparation for examinations it is normally expected that Unit Assessors will: design examinations of 2 hours or less in duration, unless discipline and learning requirements

necessitate an exam of 3 hour duration as determined by unit assessor in consultation with unit reviewer/moderator and course coordinator.

Following feedback received from Schools the Chair of LTAC put the above proposal to amend 1.16 to LTAC at its September 2010 meeting. LTAC members voted and the motion was rejected.

Academic Board Meeting – August 2011

The focus on assessment and exam duration arose partly from concern that the new Teaching Calendar shortened turn-around time between the end of one session and the commencement of the next, impacting on Board of Assessors, the release of student grades, and the re-enrolment for the following session.

At the August 2011 meeting of the Academic Board it was resolved that all School Boards, Academic Board student representatives and Student Services each develop a paper which includes strategies to address concerns arising from the three session calendar and timing of Boards of Assessors.

Information provided by Student Services indicates that the primary issues affecting turn around relate to marking time and academic standing intervention. This is outlined in a September 2011 memo from Director of Student Services to the Chair of Academic Board (**Attachment C**). Student Services and Academic Board noted the low percentage of grades submitted at Board of Assessors is a key problem area but the time between the end of the examination period and the holding of Boards of Assessors is unchanged from the old calendar.

Information was also provided by the student representative groups who were able to collect a small sample of student responses to a series of questions. Given the small sample group, no clear views emerged, however comments from students included that there needed to be a meaningful number of available units in Session 3 – particularly core units - such that there were options for all students to utilise this session. A breakdown of core unit Session 3 availability for 2010 and 2011³ is provided at Table 3. below. Table 3 shows that core unit availability and enrolments increased between 2010 and 2011, while the average number of student enrolments per core unit was maintained.

Feedback from Schools was provided, and included a range of suggestions including that exam scanning should be available at all major campuses, reduction of length of third session, abolition of Board of Assessors, review “at risk” processes, review business processes affecting release of grades.

Academic Board has initiated a review of the Board and its committees, including the Board of Assessors.

While there has been a request from Academic Board that consideration be given to the removal of the study week from Session 3 and using the spare week to shift the start dates

³ Note 2012 figures are not able to be derived until after census for session 3.

of Session 2 and 3 by one week closer to the end of the year, it should be noted that this is the same break that was timetabled between Session 1 and 2 in the 2010 calendar, which experienced many of the same problems of turn around which continue to be experienced now. Student Services recommended that a review of the grade declaration processes and workflows needs to be considered to ensure the most effective practices support grade submission in a time efficient manner. Specific dimensions for exploration include the role and interplay between School Boards and Board of Assessors, timing of processes, and the systems to support these activities.

Table 3. Core Unit Session 3. availabilities

	# Core Units	# Core Unit Enrolments*	# Core Units	# Core Unit Enrolments*
	2010	2010	2011	2011
School of Commerce & Management / Southern Cross Business School	41	1508	38	1331
College of Indigenous Australian Peoples	3	5	3	20
School of Health and Human Sciences	15	303	24	599
School of Arts and Social Sciences	15	355	19	508
School of Education	17	910	20	1303
School of Environment, Science and Engineering	4	4	9	26
School of Law and Justice	11	244	11	309
School of Tourism & Hospitality Management	20	993	26	1033
TOTAL	126	4322	150	5129

Average enrolments per unit		34.3		34.2

*enrolments post census

d) Special Examination Processes and Guidelines

In early 2010 the working party considered data provided by Student Services on special exam approvals. This was prompted by anecdotal comments that there had been a significant increase in special exams as a result of the new calendar arrangements. The updated 2008 -2011 data (provided at Table 4.) shows there has been an increase in special exams, but the figures fail to indicate a specific trend, such that a conclusion can be drawn as to cause. Aside from the introduction of the new calendar other potential factors that may be affecting the trend are the fluctuating numbers of international students, the introduction of more exams in some courses, the coincidence of practicums with timetabled exams, the introduction of new courses, and major flood events that have impacted students' participation.

Table 4. Special Exam approvals for all undergraduate students

Special Exams	SCHOOL	2008	2009	2010	2011
First Semester/ Session 1	Gnibi	4	7	8	16
	EDU	49	102	52	43
	ESM	96	128	62	66
	HHS	240	613	231	396
	L&J	161	282	146	253
	THM	151	53	61	77
	SCUBS	393	460	348	408
	Total	1094	1645	908	1259
Second Semester/ Session 2	Gnibi	12	11	2	32
	EDU	38	70	49	60
	ESM	87	81	35	58
	HHS	263	393	300	350
	L&J	205	270	246	261
	THM	116	56	69	131
	SCUBS	449	581	552	517
	SASS	2			
	Total	1172	1462	1253	1409
First Trimester	HHS		1	5	
	THM	4	2		
	SCUBS	73	59	96	51
	Total	77	62	101	51
Second Trimester	HHS	5	1	1	
	THM			4	
	SCUBS	52	65	70	46
	Total	57	66	75	46
Summer Session / Session 3	HHS	13	27	28	31
	L&J		15	13	11
	THM	4	18	31	24
	SCUBS	35	105	136	89
	Total	52	165	208	155
Third Trimester	THM	5	3	2	5
	SCUBS	93	94	48	12
	Total	98	97	50	17
GRAND TOTAL		2550	3497	2595	2937

Success rates (i.e. EFTSL passed % of all units attempted) for sessions per year between 2007 and 2011 in Table 5. below. As with Special Exam approvals, it is difficult to identify a clear pattern of impact of the new Teaching Calendar. The success rate has been declining since 2007, with the greatest declines occurring in the third session.

Table 5. Success Rates 2007-2011 – by study period

Undergraduate only

Session/ Semester	1	2	3	Whole year
2007	84.3%	85.3%	83.8%	85.0%
2008	83.6%	86.1%	85.3%	84.6%
2009	81.5%	82.2%	79.0%	81.5%
2010	82.7%	81.8%	76.6%	81.5%
2011	81.6%	81.3%	75.1%	80.7%

Success rate is the EFTSL passed as a % of EFTSL of all units attempted.

Source: DEEWR Unit of study completion files (CU): 2011 preliminary as at 19 March 2012

Academic Board is currently reviewing existing Rules, Policies and Procedures. Rule 3 is presently undergoing extensive review, and it includes BoAs/processing schedules for grades, examination periods, academic conduct, and appeals. Chair of Academic Board has indicated that a complete draft of this Rule, incorporating special exams, will be ready for the 3rd or 4th Academic Board meeting in 2012.

e) Academic Practices and Suitability of Curricula

Work has been done through a range of exercises, including the converged delivery project and the excellence in assessment project (discussed above). The outcome of this work has led to Green then White Papers initiating a curriculum renewal project.

At the 11 March 2010 meeting of Academic Board the Deputy Vice Chancellor (DVC) raised under the item “New Ideas” the notion of removing unit pre-requisites. Discussions were then held at the Learning and Teaching Advisory Committee. Student Services was requested to provide background information on matters such as student waivers and a Requisites and Assumed Knowledge Working Party was established.

The Review by the Working Party was conducted mainly in the context of the New Ideas initiative of the DVC and administrative loads with respect to waivers of pre-requisites, but in the Working Party’s deliberations reference was also variously made to: (1) the need for flexible curriculum to cope with diverse enrolment and student study patterns influenced by, among other things, the three session calendar, multiple student intakes, and diverse study modes and locations (i.e. on campus, distance education and onshore and offshore collaboration offerings); (2) the likely need under future regulatory arrangements to distinguish between levels at which units are offered; and (3) being able to demonstrate the level of educational attainment by a student and ascertain improvement in student skills

and knowledge as a student progresses from commencement to completion. The Terms of Reference and recommendations from the Review are at **Attachment D**.

- i) Impact of the teaching calendar on University operational practices and the budget process.**

The new teaching calendar has been fully integrated into the operational practices of the Corporate Services areas

- j) That the Vice Chancellor request the Director Human Resources to consider the impact of the teaching calendar in relation to (i) support for academic staff making changes to curriculum and (ii) administrative and academic workloads including the potential impact on research outputs.**
- k) That the Executive Director (Corporate Services) and the Director Human Resources advise the Vice Chancellor the process by which these matters will be considered.**

A joint consultative academic workload working party has been formed and is being lead by the PVC (Academic). This is expected to address all workload issues, including how workload is distributed across the three sessions.

Summary and Recommendations

The three session calendar has now been in operation for three years, with the number of unit enrolments and unit availability trending upwards. In enrolment terms the introduction of the three session calendar has been a success, however, to improve the experience of students and academics, a number of process and curriculum issues are required to be addressed. These include issues which are under review and include Board of Assessors, Assessment Practices, administrative activities between sessions.

Recommendations:

- 1. That Academic Board complete its review of BOA processes with a view to increasing grades availability.***
- 2. That Student Services undertake a process review on administrative activities and workflows between the end of session and the beginning of the next, including marking, grade declaration and academic standing processes.***
- 3. That the Curriculum Review be progressed to ensure courses and units are designed and delivered for the three session calendar.***

- 4. That the issue of length of examinations be reconsidered in relation to recommendations 2 and 3, and potential benefits to staff and students of a shorter exam period resulting from the application of a 2 hour norm for exams.***
- 5. That PVC (Academic) review and identify potential drivers of increases in special exams and the decline in success rates since 2008.***
- 6. That VCEC consider whether Session 3 remain an optional period of study.***

REVIEW OF NEW TEACHING CALENDAR

BRIEFING PAPER- OCTOBER, 2009

Professor Emeritus Barbara van Ernst AM

CONTEXT

The University introduced a three-session calendar from 2009 and has commissioned a review on its operation to date and the way forward. The terms of reference are:

1. Provide advice as to whether a three-session calendar is the most suitable calendar to achieve the University's stated aims.
2. Provide advice as to whether the structure of the three-session calendar as currently operating at SCU is in the most appropriate form.
3. Make recommendations on what adjustments might be made to the published calendar for 2010 to improve the operation.
4. Make recommendations on the options for an optimum teaching calendar for 2011 and beyond and for implementation of the calendar.
5. Consider and report on any other relevant matters.

I was engaged to carry out this review and the first stage included seeking submissions from staff and students. These were due by Friday 25 and all were either forwarded to me by email or provided to me in hard copy when I visited the University. It was agreed that a series of interviews in person would be the best approach and these were set up as follows.

Monday September 28 Tweed/Gold Coast Campus

Tuesday September 29 Lismore Campus

Wednesday September 30 Coffs Harbour Campus

In total, I spoke to 71 people over the three days and received a total of 162 submissions. There was a range of views on the introduction of the new calendar, and in particular on the impact of the 12 week session. There was some student and staff support for the opportunities offered by a three session calendar, but also much opposition. Similarly there were mixed views on the three sessions. Some supported the flexibility it offered, whilst others found it confusing and the shortened break between session 1 and 2 difficult to sustain. A summary of these is in the body of this short briefing paper. However, it is clear that there were problems in the change management process and the extent of consultation with staff and students throughout the University. The results of the consultation process that occurred in 2005 were not published

adding to these problems. In addition, there have been changes to the Heads of School since 2005, with a number of current Heads not involved in the 2005 process.

I found such a high level of concern about the implementation of the calendar across the three campuses amongst students, and academic and administrative staff, that a more extensive analysis of the information received seemed to be an unnecessary delay. In an attempt to address the issues identified as quickly as possible, I am submitting this briefing paper which I believe the University should address as a matter of urgency. Depending on the University's response to this approach, a more complete report can be prepared at a later time if required.

To support this position, I have outlined my summary of the key issues which were expressed through the submissions and the interviews. I may not have captured all the concerns raised with me, but in the interest of submitting this report for urgent action I have tried to summarize the main themes and the key issues. It must be said from the outset that not everyone is concerned about the changes. In fact many like the three teaching sessions, and some Schools have already made good progress towards curriculum change. This report focuses more on the negatives than the positives, not because they are more significant but because they must be addressed before any progress towards healthy change can be made.

It is recommended:

- 1 that the University address these issues as a matter of urgency, possibly making significant changes to the 2010 calendar to remedy some of the problems identified;**
- 2. that a communication strategy be developed to ensure all staff and students are aware of what is occurring;**
- 3. that a comprehensive implementation plan and change management process be prepared to support the University over the next period in order to remedy some of the unintended consequences which have arisen;**
- 4. that future planning for the academic calendar be based on a sound consultative process.**

Depending on the University's response to these recommendations, it is recommended:

- 5. that the 2005 *Report of the Working Party on a Trimester Based Calendar* be revisited.**

REPORT

The three-session calendar was introduced with the aim of providing more flexibility in the way students undertake their study. SCU has a diverse student demography with around 20% of commencing students being school leavers and an undergraduate student median age of 23 years. Approximately 30% of SCU students study by distance. The student cohort is dissimilar to that of the metropolitan universities and most students are juggling their studies with a busy lifestyle including employment and family responsibilities. It is common for students to enrol in units only when they feel they have sufficient time and money to accommodate their study.

Repeated surveys of students have shown that full-time SCU undergraduate students are undertaking paid employment on average in excess of twenty hours per week and are not enrolling in a full load of units as a consequence. Hence their progression is slowed and they take longer than the minimum time to complete their course. Finding a mechanism for such students to spread their load but still complete their course in the minimum time in terms of calendar years was a major driving factor in the development of the new teaching calendar.

The new teaching calendar was designed to provide a framework for courses to be undertaken at a normal full-time rate of four units per session for two sessions per annum or, in some courses, for a full-time load to be achieved by spreading eight units across the three sessions. Repeat delivery of some units to allow such a load spread will also allow students to catch up on units they had earlier failed. In a small number of courses an accelerated mode will be possible by undertaking twelve units per annum at a rate of four units a session across the three sessions. It is acknowledged that an appropriate range of units has not been scheduled for session 3, 2009. Of course, students can progress at less than full-time rate but the three-session calendar will enable earlier completion than possible with a two semester calendar.

The Converged Delivery Project, which is identifying and testing a range of delivery methods to enhance individual student learning, is also aimed at providing more study flexibility for students.

I have found that the rationale for the introduction of the new teaching calendar as described above is not well understood throughout the University.

The impact of the implementation of the new calendar in 2009 was made more complex because there were two major changes involved.

a. The change to a three-session calendar (which did not align with the existing trimester model) and

b. the change from a 13 week to a 12 week teaching-session.

Each of these changes requires considerable adaptation to academic programs, delivery arrangements, and administrative support. The issues which have arisen during 2009 may be attributable to the new arrangements, or to pre-existing problems, but some deficiencies in the change management process and insufficient time to make adjustments which might have had a more successful outcome, have resulted in a number of serious problems.

The points made below are an attempt to report to the University the serious impact the changes have had on staff and student stress levels, and the level of confusion over the reasons for the change. I am reporting opinions, perceptions and facts. One important indicator is the attrition rate for undergraduate students. While withdrawals up to census date was approximately the same in 2009 compared with 2008, unit withdrawals between census date and the last date to withdraw without failure increased by 58% in Semester 1 and 154% in Semester 2*. These data require urgent analysis and decisive attention. When students withdraw after census date, they are included in the attrition statistics. On the other hand, cgs enrolment load is currently 4% above the University's 2009 target and 700EFTSL greater than the same time in 2008.

Because of the confusion over the process it is difficult to make fair judgment on the appropriateness of a three-session calendar or a 12 week teaching period. Whatever the causes, there is no doubt that there are a number of staff and students experiencing high levels of stress, reporting serious workload pressures and who are quite disillusioned about the prospects for 2010.

The major concerns widely expressed were

- lack of consultation
- no shared understanding of the rationale for the change
- poor communication about the change
- insufficient attention to planning for implementation
- significant workload involved in making the changes to administrative arrangements
- significant impact on academic programs, student experience and staff
- no resource allocation to alleviate the emerging pressures.

The recommendations I am making are not a conclusion about the desirability or otherwise of a new academic calendar, but unless these concerns are addressed as a matter of urgency, the University may experience considerable damage.

*Source: Paper from Christopher Macfarlane 29.9.09

It is recommended:

1 that the University address these issues as a matter of urgency, possibly making significant changes to the 2010 calendar to remedy some of the problems identified;

2. that a communication strategy be developed to ensure all staff and students are aware of what is occurring.

From the interviews and the submissions, there are some other issues which have impacted on staff and students but which may be an indicator of existing issues which were simply highlighted by the calendar changes. These include a number of more specific matters impacting on sections of the University. As mentioned above, not everyone is concerned about the changes. In fact many like the three teaching sessions and some Schools have already made good progress towards curriculum change. In the interests of moving swiftly, this report does not purport to reflect every issue raised with me, I believe there are sufficient concerns reported to convey the level of concern in the University Community. This report focuses more on the negatives than the positives, not because they are more significant but because they must be addressed before any progress towards healthy change can be made.

A summary of some other issues raised follows (in no particular order).

1. Very few people were able to articulate a clear rationale for the new calendar. This lack of understanding meant that there was little ownership of the idea making it even more difficult to achieve.
2. There was some opposition to change from 13 weeks to 12 weeks, but some Schools have already made adjustments, some are still on the old semester model and some felt that the loss of one week was serious.
3. There was a fair degree of "in principle" support for three teaching sessions properly implemented, but surprise that it did not align with the existing trimester.
4. Some staff felt there was insufficient planning to ensure certainty about the changes required.
5. There was no resource allocation for the change and no recognition that there were costs involved in such a major change.
6. Some staff found it difficult to manage additional academic and/or administrative loads.
7. Some academic staff reported that the new pressures they experienced have impacted on their ability to find time for research which may impact their career paths.
8. There seems to have been no marketing or promotion of the benefits and opportunities for students (or staff). Because of this there is a poor level of awareness by students of options available.

9. There is not a coherent program of study during the third teaching session. Most of the offerings seem to be in distance mode and do not necessarily meet course requirements.
10. The absence of uniform implementation of the assessment policy has led to an exacerbation of pressure on staff and students, but this problem is not caused solely by the new calendar.
11. Short turn-around times have led to students not always receiving feedback before the next assessment. This may also be a pre-existing problem.
12. The appeals processes were not modified to accommodate a shorter break between sessions, leading in some cases to very late notification of outcomes. This is potentially very serious for International student visas.
13. There was no recognition in the 2009 budget model that Schools might be teaching increased load in session 3 where the first 6 weeks fall into this financial year. In addition, School Liaison Officers are being asked to project salary costs for 2010 without knowing enrolment patterns for teaching session 3 for either 2009 or 2010.
14. The loss of a mid semester break placed additional pressures on academic staff and students. Many also expressed concern that there was no overlap with school holidays.
15. The shortened period between teaching sessions 1 and 2 impacted on conference attendance, catch up marking and supervision and research. It was reported that there was an increase in applications to attend overseas conferences in teaching time, which if approved usually resulted in a quick trip.
16. Of concern is that there has been confused advice about student rights under Centrelink and Visa requirements.

This has not been a complete list of the concerns expressed but is sufficient to provide an indication of the major challenge facing the University.

In the process of the visit I was given a copy of a confidential report dated September 2005, entitled *Report of the Working Party on a Trimester Based Calendar*, which canvassed a number of previous discussions on trimesters. This report covered the issues well, and also referred to even earlier reports on the calendar and to *The Cross University Curriculum Review* report from 2002. The working party, chaired by Professor Mike Evans, was supportive of a 3 period year, but had a series of major pre-requisites which were essential before any change was attempted. Unless these were addressed they became a major impediment to the implementation of the changes to the calendar. These included, *inter alia*:

- reducing the proliferation of courses and units (I heard there are some 900 units)
- exploring the feasibility of a core curriculum
- a review of prerequisites and other restrictions on unit choice
- substantially improving the University systems and processes

- adequate lead time

It is recommended

3. that a comprehensive implementation plan and change management process be prepared to support the University over the next period in order to remedy some of the unintended consequences which have arisen.

CONCLUSION

The University has an opportunity to recognize the issues reported in this paper and to take steps to commence a more inclusive consultative process. There are a number of sound principles included in the 2005 report, there is quite widespread interest in positioning the University in an increasingly competitive environment, including some changes to the academic calendar, improving pedagogical practices and making the changes which will enhance the student experience. There were some exciting suggestions made by staff for positive change. It has been stated that the calendar for 2010 is already fixed but I believe it is important for the University to commence a consultative process to address the concerns immediately.

It is recommended

4. that future planning for the academic calendar be based on a sound consultative process.

In anticipation of what might appear in a full report, it is clear that there needs to be a comprehensive rethink of the University's pathway to the future. This will call for strong leadership, inclusive decision making, better explanation of the rationale and benefits, good communication strategies, and support for making the changes, sufficient resources to adjust curriculum and improving the University's administrative processes. There will need to be pedagogical changes, for example, addressing of the overcrowded curriculum, and implementation of the assessment policy (there seems to be over assessment in some units). There must be an agreed implementation and change management plan including a communication strategy developed. There also needs to be an agreed workload model to remove confusion (for academic staff this must recognize teaching, research and community engagement, and for administrative staff must recognize the increase in workload related to an extra teaching session).

Depending on the University's response to these recommendations, it is recommended:

5. that the 2005 *Report of the Working Party on a Trimester Based Calendar* be revisited

ATTACHMENT 1

Interviewees

TWEED /GOLD COAST CAMPUS	LISMORE CAMPUS	COFFS HARBOUR CAMPUS
Professor Ian Eddie Richelle Blackshaw Dr Peter Wynn-Moylan Martin Rothengatter A/Prof Heather Hancock Jill Donbrow Professor Janet Taylor (by phone)	Professor Peter Lee Professor Jenny Graham Professor Mike Evans Professor John Jenkins Richard Harris Dr Amanda Reichel-Brushett Wendy Gilleard Professor Bill Mac Gillivray Professor Jim Jackson Des Stewart Julie Arthur Fiona Wright Sharon Farquhar Jo Asquith Tom Round A/Prof Robert Weatherby Professor Phil Hayward Nathan Apps Supatra Raffan Narelle Belssington Geoff Reid Jenny Austin Craig Wilson Sandy Darab Karen Brady Yvonne Hartmann Toni Ledgerwood Shelley Odewahn Heather Wood Tony Batts Fran Page de Mars Kim Fischer Caroline Mc Kay Christopher Macfarlane Don Brushett	Peter Coyle Dr Graham Cooper Raina Mason A/Prof Rick van der Zwan Peter Marshall Polly Wells Judy Hibberd Vicki Woods Lorraine Waller Anne Bailey Trish Welsh Dr Judith Wilks Jenny Barron Rebecca Deagan Dr Jenny Everton Greg Robson Bob Prater Steve Laidley Caroline Mitchell Andrew Lawton Simone Bawden Mark Rosenbaum Ruth Titherington Daniel Coleman Deb Gallagher Nev Neal Kelly Kozik Dr Rosie Wickert Professor Martin Hayden (by phone)

ATTACHMENT 2

Summary of Submission Received

Students – Lismore: 76

Students – Coffs Harbour: 16

Students – Tweed Gold Coast: 3

Students – External: 24

TOTAL STUDENTS 119

Academic Staff – Lismore: 21

Academic Staff – Coffs Harbour: 4

Academic Staff – Tweed Gold Coast: 2

TOTAL ACADEMIC STAFF 27

Support Staff – Lismore: 11

Support Staff – Coffs Harbour: 3

Support Staff – Tweed Gold Coast: 1

TOTAL SUPPORT STAFF 15

NTEU

**COUNCIL MEETING 6/2011
11 NOVEMBER 2011
AGENDA ITEM II**

LATE PAPER
COURSE ACCREDITATION SUBMISSION:
BACHELOR OF ENGINEERING (CIVIL)

Documentation is attached for the information of Council.

Author: Interim School Board
School of Environmental Science and Management (27 October 2011)
Programs Committee (3 November 2011)

Attachments: Extract from Programs Committee
Course Accreditation Submission
Memo from the School of Environmental Science and Management

DRAFT RESOLUTION

that **Council approves** in principle the attached Course Accreditation document for the Bachelor of Engineering (Civil) which will be amended to include recommendations from Programs Committee and discussed at the 6/2011 Academic Board meeting in December.

Note:

If Academic Board approves the Course Accreditation document for the Bachelor of Engineering (Civil) then the final documentation will be forwarded to the Chancellor's Committee for final approval. This action is recommended to prevent delaying the initial planning and staffing of the course.

Released by SCU under the Government Information (Public Access) Act 2009

Southern Cross University

Programs Committee of Academic Board

Extract from the draft minutes of meeting 6/2011

3 November 2011

5.3.1 Course Accreditation Submission: Bachelor of Engineering (Civil) *(Documents for Discussion or Noting – p 110)*

The Deputy Vice Chancellor briefly introduced the item.

This course did not originate from a School, but was an initiative of Senior Executive. As a result a Planning Committee was established, much as an interim School Board. This Committee consisted of the Deputy Vice Chancellor (Chair), Head of School Education, Head of School Environmental Science Management and an External Consultant (who is a former Head of Civil Engineering at the University of QLD). The Deputy Vice Chancellor advised the Committee that the Course Accreditation Submission was developed from the auspices of this Committee with no disciplinary experts on SCU staff.

The Committee noted extensive negotiations with the Chair of Academic Board and the Deputy Vice Chancellor's acknowledgment of the assistance provided in the development of the process. Negotiations held were around the requirements of Unit Statements within the submission. It was agreed that, in this early stage, Unit Statements would only be required for the first two years of the course. It was further noted that the Engineering units still required a considerable amount of work and Graduate Attributes would not be able to be completed until these units were finalised. The Committee were advised that after the appointment of academic Engineering staff these unit statements would be developed. However, until Council approval is obtained, recruitment activities cannot be undertaken.

The Committee discussed the documentation and the following comments were made:

- [REDACTED] reiterated that the Bachelor of Engineering Course will be under the auspices of the School of Environmental Science and Management, but queried the formation of a possible new School in the future. The Deputy Vice Chancellor responded and informed [REDACTED] that, in the early years of the Engineering program, it is anticipated that the School of Environmental Science and Management would become the School of Environmental Science and Engineering with the possibility of establishing a new School within 5-10 years.
- [REDACTED] expressed concerns with the new methods of qualification for admission using specific criteria, ie,

Applicants shall normally:

- a) have studied HSC Mathematics (Band 5) or HSC Mathematics Extension 1 (Band E1 or above) and one HSC Science subject or equivalent;
- b) have satisfied the requirements prescribed in Rule 2.2 of the Rules Relating to Awards

██████████ noted this approach was not used in the past yet could possibly be used for other areas which may be interested. The Deputy Vice Chancellor noted that those students with a mathematics level below the criteria can attend a maths course offered at Southern Cross University College. The Chair noted the difficulty with the terminology of the HSC courses in Mathematics and advised that further clarification may need to be provided to applicants.

- ██████████ expressed concerns of the word "normally" used in 4.1 *Qualification of Admission*.
- ██████████ discussed Specific Award Rule 4.2(b): *To be eligible for the award of Bachelor of Engineering (Civil) a candidate shall successfully complete: (b) at least 60 days of industrial experience of a nature acceptable to the School Board.* ██████████ discussed the concept and advised it was not built into a particular unit. The Deputy Vice Chancellor advised this is standard practice within Engineering Courses. The Committee were advised that this activity can be undertaken at any point throughout study and further advised that Southern Cross University have already received unsolicited approaches from local Councils regarding internships.
- ██████████ also discussed moving towards "assumed knowledge" as opposed to prerequisites. The Deputy Vice Chancellor advised that "assumed knowledge" is preferred, however, "prerequisites" will not be waived for existing courses. The Committee noted the potential problems that this may cause with self-enrolment.
- ██████████ advised the Deputy Vice Chancellor that throughout the documentation study periods are being referred to as "semesters" and not the correct term of "sessions".
- Concerns regarding Bachelor of Engineering (Civil) with Honours requirement to complete Civil Engineering Thesis 1 and Civil Engineering Thesis 2. The Deputy Vice Chancellor agreed with the concern and suggested that these become a double-weighted unit called Civil Engineering Thesis, as it is essentially a continuation of the same unit. ██████████ agreed with the Deputy Vice Chancellor and stated that Southern Cross University would need to acknowledge this as an entire year's enrolment with 96 credit points.
- The Chair suggested that the unit *Mathematical Ideas* be completed prior to *Calculus*. The Chair noted four (4) mathematics units in the Engineering degree also being used by Education, one (1) of which belongs to Business. Of the three (3) units of Education origin all are external units only and two (2) do not occur in the Session for which they are proposed in the Engineering schedule. ██████████ advised the Course Coordinator had been in consultation with staff and the units will be made available.
- ██████████ referred members to the late paper noting the more detailed Field of Education codes distributed prior to the meeting.
- Honours rules were also discussed and the request for close consultation with Student Services in order to implement those rules. Assoc. ██████████

█████ noted there was nothing within the documentation that informed students of the units required to obtain an Honours grade and informed the Deputy Vice Chancellor that an additional sentence should be added advising those units. The Deputy Vice Chancellor advised that practice varies from School to School and would be developed from a professional prospective by Engineering staff once appointed. The Chair advised the Deputy Vice Chancellor to remove the wording "including completion of the unit XXXX Civil Engineering Thesis I, the unit XXXX Civil Engineering Thesis II, and the unit XXXXX Civil Engineering Design, and, in addition" from Rule 4.3(a); and add the word 'and' before 'shall'.

- █████ noted her involvement in the Project Development Team, but added that she did not support the Unit Statements as they are currently written. She advised that significant work on these is still needed. She was in agreement with the School Board that if this is approved, it be under the provision that Unit Statements be reviewed by Engineering staff, with an overarching view of the Engineering curriculum, and with a view of requirements of external accreditation. It was further noted that current Unit Statements meet neither SCU's Graduate Attributes nor external accreditation requirements. █████ strongly disagrees with the notion that courses can be approved without the inclusion of all Unit Statements. The Deputy Vice Chancellor noted that the external accrediting body does not perform accreditation until the final year of teaching so that the curriculum can be assessed retrospectively.
- █████ discussed the resource implications which the commencement of a new discipline would have on the Library. The limitation of having Unit Statements for only the first two years was noted, along with the resources provided not containing dates of publication (in specific areas). █████ noted that additional funding would be sought to accommodate new resources.
- The Chair noted there would be ongoing resource implications.
- █████ queried the position of the Senior First Aid Certificate in the award. The Committee noted that in order to be eligible for the conferral of the award and to be accredited after graduation, students are required to obtain a Senior First Aid Certificate within their course. It was further agreed that the Senior First Aid Course be embedded in a unit in the second year of study, prior to placement being undertaken.
- Professor █████ expressed concerns in the development process which does not consider a whole course approach. Although challenges are appreciated, fears for quality were expressed.

The Committee discussed issues with specific details within the documentation:

- █████ requested that where listed on pages 129 and 130, the "School of Commerce and Management" be changed to "Southern Cross Business School".
- The Committee noted under heading 25. *Research/Teaching Nexus*: "In many cases topics will be chosen which are relevant to the regional and rural communities of the North Coast of New South Wales and South-East Queensland." █████ requested the sentence to be removed as it excludes students who would like to complete placement elsewhere. The Chair advised this was Southern Cross University's way to make the program regionally relevant and internationally applicable.

- [REDACTED] raised concerns with the wording in item 4.1(b) "*have satisfied the requirements prescribed in Rule 2.2 of the Rules Relating to Awards*" [REDACTED] advised [REDACTED] and the Committee that this was standard format.
- [REDACTED] expressed her support of all units listed.
- The Chair noted that deadlines should be added under heading 36. *Approval and Implementation Timetable*, to indicate to Academic Board and Council that everything is underway.
- The Committee noted there was no advanced standing in the first year of the course, as Second Year units will not be offered until the second year (2014).
- [REDACTED] expressed her concerns in course development and quality where only two (2) years are being interrogated. She suggested an entire course plan be developed for every new course.
- [REDACTED] expressed concerns for how the program will appear to students next year and noted that students will require a clear course structure. The DVC advised [REDACTED] that a course structure has been developed and is not anticipated to change.
- [REDACTED] questioned if it was acceptable for the HSC bands to be included in the Unit Statement as an enrolment condition. After lengthy discussions the Deputy Vice Chancellor advised the Committee that the HSC bands should remain in the Unit Statement to ensure awareness of entry requirements for any non-Engineering students.
- It was recommended the Handbook Entry and Objectives be shortened and standardised.

It was resolved:

Programs Committee agrees to:

- a) **recommend to Academic Board** for approval by Council, that the following course name and abbreviation be approved:

Bachelor of Engineering (Civil) (*BE (Civil)*)

- b) **recommend to Academic Board** for approval by Council, that the following new course as detailed in the attached Course Accreditation Submission be accredited:

Bachelor of Engineering (Civil)

- c) **recommend to Academic Board** for approval by Council, that the Specific Award Rules for the Bachelor of Engineering (Civil) be approved for implementation in Session 1, 2013, subject to the following changes:

- Change the words "Applicants shall normally have" in Rule 4.1 Qualification for Admission, to read "it is assumed applicants have".
- That the Senior First Aid Course be embedded in a unit in the Second Year of schedule.
- Point 4.3(a) be amended to remove reference to specific units.

Bachelor of Engineering (Civil)
(Abbreviated title: (BE (Civil)))

Level of Award:	Undergraduate Degree
Faculty:	N/A
Academic Organisational Unit:	TBA
Campus:	Lismore
Course Mode:	Internal
Duration:	4 years full-time
Total Units:	32

Specific Award Rules

See the University's *Rules Relating to Awards*, in conjunction with the Specific Award Rules listed below.

4.1 Qualification for Admission

It is assumed applicants have:

- d) have studied HSC Mathematics (Band 5) or HSC Mathematics Extension 1 (Band E1 or above) and one HSC Science subject or equivalent;
- e) have satisfied the requirements prescribed in Rule 2.2 of the Rules Relating to Awards

4.2 Requirements for an Award

To be eligible for the award of Bachelor of Engineering (Civil) a candidate shall successfully complete:

- a) the equivalent of thirty two (32) units (or 384 credit points) comprising:
 - 1) all units listed in Part A of the Schedule of Units attached to these Rules; plus,
 - 2) two (2) units from Part B
- b) at least 60 days of industrial experience of a nature acceptable to the School Board.

4.3 Bachelor of Engineering (Civil) With Honours

- a. A candidate for the award of Bachelor of Engineering (Civil) with Honours shall fulfill the requirements of the Bachelor of Engineering (Civil) award and shall achieve such standard of excellence as the School Board may from time to time determine.
- b. For the award of Honours, consideration shall be given to a candidate's academic record throughout the course of study. A candidate who has reached the required

standard of excellence referred to in Rule 4.3(a) may on the recommendation of the School Board be awarded Honours in one of the following grades:

First Class Honours

Second Class Honours – Division I

Second Class Honours – Division II

Schedule of Units

PART A

XXXXXX	Applied Mechanics: Statics
ISY00241	Environmental Information Management
CHE00201	Chemistry
XXXXXX	Applied Mechanics: Dynamics
XXXXXX	Introductory Physics for Engineers
MAT10719	Calculus
XXXXXX	Engineering Project
MAT10720	Linear Algebra
XXXXXX	Structural Mechanics
MAT10251	Statistical Analysis
XXXXXX	Hydrology & Introductory Hydrologic Analysis
AGR00215	Water & Catchment Management
AGR00214	Soil Processes
MAT10721	Multivariate Calculus & Differential Equations
XXXXXX	Engineering Disciplines & Engineering Construction
XXXXXX	Traffic Engineering
XXXXXX	Soil Mechanics
XXXXXX	Concrete Technology & Analysis
XXXXXX	Fluid Mechanics
XXXXXX	Civil Engineering Project Management & Professional Ethics
XXXXXX	Geo-mechanics
XXXXXX	Structural Analysis
XXXXXX	Design of Structures
XXXXXX	Transport Engineering
XXXXXX	Hydraulic Engineering
XXXXXX	Open Channel Flow & Hydraulic Structures
XXXXXX	Civil Engineering Thesis I
XXXXXX	Civil Engineering Thesis II
XXXXXX	Civil Engineering Design*

PART B

AGT00217	Land Degradation & Rehabilitation
ENO10183	Ecotechnology for Water Management
MAT00211	Environmental Information Analysis
XXXXXX	Numerical Modelling for Water Resource Management

* *Double-weighted unit*

d) **approve**

- (i) the new units for Years 1 and 2 of the course and their unit statements; and
- (ii) agrees to forward the unit names to Academic Board for noting subject to the review and submission of Unit Statements when responsible academics have a chance to update the material with input from Teaching and Learning and Library Staff to ensure current teaching and assessment practices. These reviewed statements to be submitted to the relevant School Board by the 30 June 2012 and approved by Programs Committee August 2012.

XXXXXX Applied Mechanics: Statics
XXXXXX Applied Mechanics: Dynamics
XXXXXX Introductory Physics for Engineers
XXXXXX Engineering Project
XXXXXX Engineering Disciplines and Engineering Construction
XXXXXX Concrete Technology & Analysis
XXXXXX Structural Mechanics
XXXXXX Traffic Engineering

- e) **approve** the following new unit names for Years 3 and 4 of the course and require revised Unit Objectives and Handbook Entries to be approved by School Board and Programs Committee:

XXXXXX Civil Engineering Project Management and Professional Ethics
XXXXXX Civil Engineering Design
XXXXXX Civil Engineering Thesis I
XXXXXX Civil Engineering Thesis II
XXXXXX Design of Structures
XXXXXX Fluid Mechanics
XXXXXX Geo-mechanics
XXXXXX Hydraulic Engineering
XXXXXX Open Channel Flow and Hydraulic Structures
XXXXXX Soil Mechanics
XXXXXX Transport Engineering
XXXXXX Hydrology & Introductory Hydrologic Analysis
XXXXXX Numerical Modelling for Water Resource Management
XXXXXX Structural Analysis

- f) **requests** completed unit statements for the units listed in (e) above, be forwarded to Programs Committee for approval no later than January 2013 for Year 3 and January 2014 for Year 4.

- g) **note** the feedback to the Course Accreditation Submission from the School of Environmental Science and Management.
- h) **recommend Academic Board** amend the process of course approval to include a template for course mapping (including Unit Objectives, Graduate Attributes and Assessment).

This has emerged through Programs Committee's consideration of the Bachelor of Engineering (Civil) course.

(Moved Chair)

One (1) member voted against motion (e) and (f).

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BUSINESS CASE

Bachelor of Engineering (Civil)

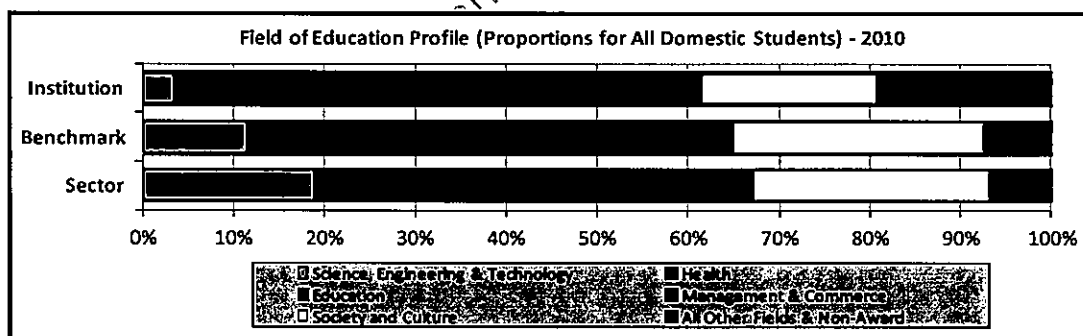
PURPOSE

This document is provided in addition to the information provided in the Course Accreditation Submission for the Bachelor of Engineering (Civil) which has been approved by Academic Board and Council

INTRODUCTION

SCU has been building the range and depth of its offerings and with it, its profile as a university over the past 10 years – in particular with the introduction of the Bachelor of Laws in 2003 and undergraduate offerings in Health (Clinical Sciences, Occupational Therapy and Midwifery in 2007, 2009 and 2010 respectively) and Environmental Sciences (Environmental Tourism and Marine Science, in 2004 and 2006). While these moves are positive, SCU is relatively lacking when it comes to the sciences (see Figure 1).

Figure 1. Field of Education Profile (Proportions for All Domestic Students) - 2010



The addition of Engineering would provide another broad disciplinary arm and a further step toward realising a comprehensive suite of offerings, while reinforcing and supporting the current sciences offered at SCU, such as the Geosciences. The field's introduction would provide further opportunities for development of a number of the engineering disciplines; indeed it could well provide a bridge to other sciences and planning disciplines. The establishment of the infrastructure required for engineering would allow flexibility to introduce new programs such as urban and regional planning and architecture and other physical sciences at relatively low cost.

Civil Engineering is the largest discipline within the Engineering field. NSW has the largest engineering cohort of student completions.

On 7th November 2011, the Australian Senate referred an inquiry into the nexus between the demand for infrastructure delivery and the shortage of appropriate engineering and related employment skills in Australia to the Committee for Education, Employment and Workplace Relations. This Inquiry, due to report in June 2012, follows an Australian Government skills report that found the general engineering skill shortage was worse than any other occupation that they tracked. According to the Commonwealth's Job Outlook, overall job prospects for Civil Engineering professionals are good and employment for Civil Engineering Professionals to 2015 is expected to grow very strongly. The mix of industries employing Civil Engineering professionals is broad, and employment in the field has grown strongly in the past 10 years (49,800 nationally in November 2010), suggesting a good return on student investment.

The strong student demand for civil engineering qualifications, coupled with strong demand by government and industry for professional engineers presents a clear opportunity for SCU to successfully expand its offerings into engineering and physical sciences. Moreover, the output of highly trained and well-recognised professional graduates from the University would contribute to the growth of intellectual, economic, environmental, social and cultural development in the region.

STUDENT DEMAND AND POSITIONING

1) National Demand for Engineering Degrees

Table 1: Summary of student load (EFTSL) at Australian Public Universities 2010

University	Commencing Student EFTSL				All Student Load			
	2009	2010	% of Total	% Change 09	2009	2010	% of Total	% Change 09
Engineering and Related Technologies	15067	15843	5%	5.2%	48930	53454	6.7%	9.2%

Source : DEWR Higher Education Statistics, 2010

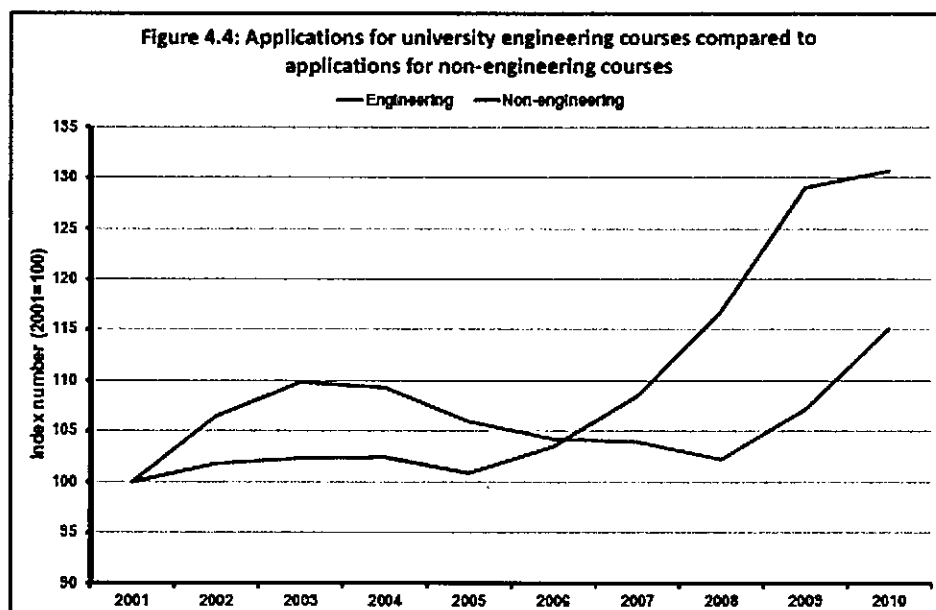
<http://www.deewr.gov.au/HigherEducation/Publications/HEStatistics/Publications/Pages/Students.aspx>

Across all broad fields of study commencing student EFTSL at Australian Universities increased by 5.1% and total student load increased by 5.7% between 2009 and 2010. Engineering and Related Technologies contributed to 5% of total commencing EFTSL and 6.7% of total student load. Growth in commencing engineering enrolments tracked close to the growth in the sector at 5.2% and ahead of the sector in total student load growing by 9.2%. This data includes international students.

The figure below (Figure 2.), extracted from a statistical overview completed by Engineers Australia in 2011, shows that interest in engineering and related technologies courses lagged behind non-engineering courses for the first half of the last decade. But from 2006 onwards, the trend in engineering courses has outstripped interest in non-engineering courses by a significant relative margin¹. While the rate of growth has slowed since 2008, the data implies there is scope for a new entrant to obtain market share in this still growing market.

¹ Engineers Australia (2011) The Engineering Profession: A Statistical Overview, Eighth Edition, 2011 (p32)

Figure 2. Applications for University engineering courses compared to applications for non-engineering courses



2) Market Share for Engineering in NSW and QLD

There were 8915 domestic course completions in Engineering and Related Technologies in 2010 across Australian public universities. Table 2. shows domestic course completions for NSW and Queensland. NSW accounts for 30% of completions and QLD 19%. The University of NSW is the market leader with 42% share of the NSW market and 13% of the Australian Market. In NSW, 83% of engineering and related technologies course completions were at Sydney universities.

In QLD the market is more evenly spread across providers within the State with the University of Queensland having 32% market share, Queensland University of Technology and University of Southern Queensland 21%, Central Queensland University and Griffith University 11%.

Table 2: Domestic Course Completion for Engineering in NSW and QLD

Universities	2010 Domestic Student Course Completions	Percentage of the relevant State Market	Percentage of the Australian Market
Charles Sturt University	<10		
Macquarie University	<10		
University of New England	10	0%	
University of NSW	1119	42%	13%
University of Newcastle	156	6%	2%
University of Sydney	509	19%	6%
University of Technology	476	18%	5%
University of Western Sydney	105	4%	1%
University of Wollongong	253	10%	3%
Non A/B providers	35	1%	0%
NSW Total Completions	2663	100%	30%
Central Queensland	197	11%	2%
Griffith University	192	11%	2%
James Cook University	67	4%	1%
Queensland University of Technology	361	21%	4%
University of Queensland	554	32%	6%
University of Southern Queensland	367	21%	4%
University of Sunshine Coast	<10		
Non A/B providers	<10		
QLD Total Completions	1738	100%	19%

Source: DEWR Higher Education Statistics, 2010

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Table 5 draws from a 2009 Labour Market study which examined the outcomes and experiences of recent Australian engineering graduates and shows the 2007 completion rates across specialisations in Australian public universities. Civil Engineers made up 25% of the 2007 cohort nationally which if applied to the SCU footprint would translate to a market size of 157 first preference applications based on 2009 data and 158 based on 2011.

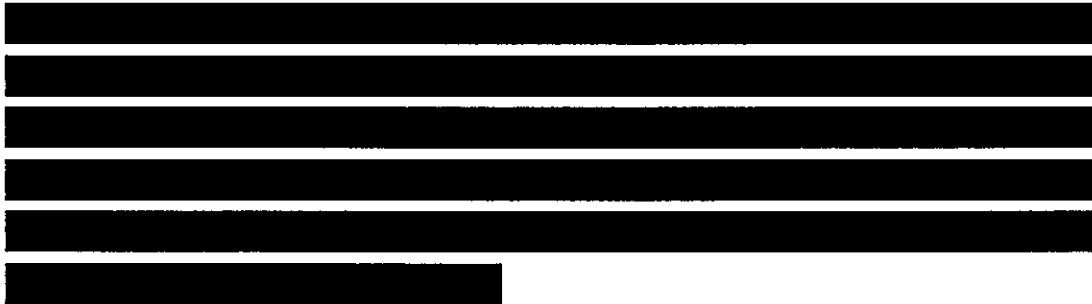
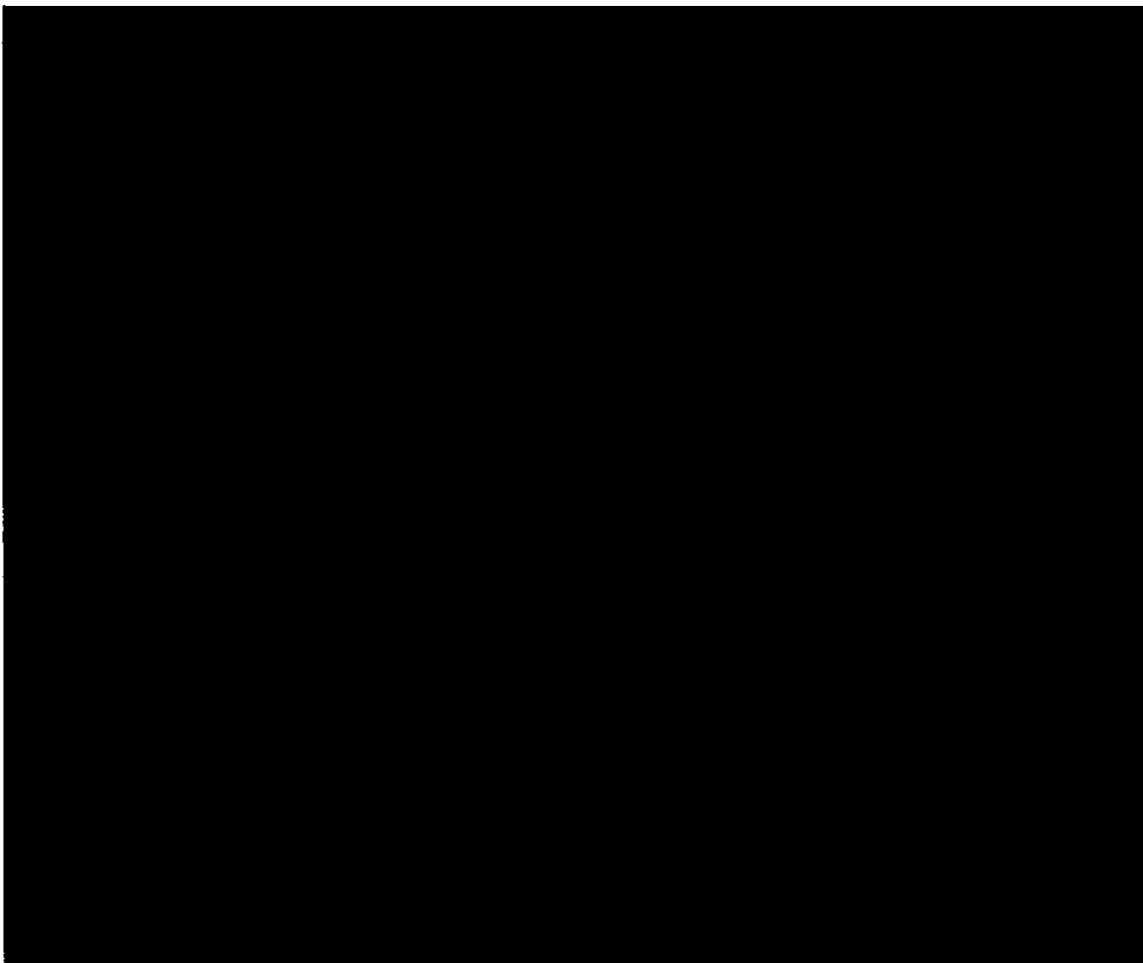
A table with 6 rows and 2 columns, completely redacted with black bars.

Table 5: 2007 completion rates across engineering specialisations

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DEEWR, June 2009 have been used to project possible demand by field of study in the SCU footprint based on S1 2009 and S1 2011 first preference applications

The experience of other regional universities has indicated that the introduction of undergraduate Engineering options may increase the study of science and mathematics in the senior years of regional high schools (and therefore increase the pool of potential applicants), and encourage students who would otherwise be forced to travel out of their area to remain in the region to undertake engineering. A focus on regional civil engineering issues supports the focus on improving outcomes in the region. The University of the Sunshine Coast commenced a Civil Engineering Course in 2009 and have achieved intakes of in excess of 35 EFTSL per annum, and are introducing Mechanical Engineering in 2012. La Trobe University delivers a Civil Engineering Program at Bendigo, maintaining a total load of approximately 130 EFTSL.

In a report entitled *Scaling Up: Building engineering workforce capacity through education and training* commissioned by the Australian National Engineering Taskforce (ANET) and released in April 2011, Louise Watson and John McIntyre provide a breakdown of the distribution of engineering students across the higher education system. Their breakdown reveals that thirteen universities account for 75% of total enrolments in engineering and related technologies. Twelve of these universities are in a metropolitan area. The report points out that "there is a continuing need for engineering courses to be provided by smaller providers, particularly in regions where engineering skills are in high demand."²

Additional Market Information impacting Recruitment

SCU has an agreement with the University of New England (UNE) that students of UNE's three year Bachelor of Engineering Technology will be able to articulate into SCU's Bachelor of Engineering (Civil). This would allow those students to complete the Engineers Australia requirements for registration as a professional.

In addition, SCU is aiming to deliver an Associate Degree in Science via the SCU College from 2013 which will also articulate into the Bachelor of Engineering (Civil) and therefore increase the pool of potential applicants.

² Watson L, McIntyre J, 2011 "Scaling up Building engineering workforce capacity through education and training" p54. DEEWR and ANET <http://www.anet.org.au/wp-content/uploads/2011/06/ANET-Scaling-Up2.pdf>

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Table 6. Doctoral enrolments in engineering and related technology

	2001	2002	2003	2004	2005	2006	2007	2008	2009
Domestic Doctoral	2551	2620	2838	3001	2999	2935	2917	2847	2866
International Doctoral	694	254	861	984	1111	1264	1423	1707	2187
Total Doctoral	3245	2874	3699	3985	4110	4199	4340	4554	5053

The growth in doctoral enrolments appears to have been reflected in the number of academic staff employed in higher education to deliver education in Engineering and Related Technologies in Australia; the pool of FTE staff from this field has grown from 1,699 in 2001 to 1,920 in 2010. This pool of academic staff is roughly equivalent to the pool size of staff employed in the field of Education (1,966 in 2010)⁴.

The feedback received by the Vice Chancellor and sector data on growth in doctoral enrolments and the pool of academic staff in the field provides cause for cautious optimism about the prospects of recruiting staff into SCU's Civil Engineering program.

⁴ <http://deewr.gov.au/HigherEducation/Publications/HEStatistics/Publications/Pages/Staff.aspx>

The opportunity to internationalise curriculum and delivery and to leverage our brand internationally is offered by the potential of recruiting international staff. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

FINANCIAL ANALYSIS

A detailed financial analysis of the projected income and operating costs (out to 2019) of the introduction of Bachelor of Engineering (Civil) has been undertaken based on the expected EFTSL outlined above. The assumptions upon which the financial analysis has been based are provided at Attachment B.

The financial analysis indicates that based on the operating income and costs derived from the expected EFTSL intakes, the Bachelor of Engineering (Civil) is expected to generate a surplus by 2017.

The financial analysis, in addition to including the expected EFTSL indicated above, revealed the outcomes of two other scenarios; i.e. that SCU enrolls fewer than the expected EFTSL in the commencing year (i.e. *Worst Case*: 20 EFTSL commencing), and that SCU enrolls more than the expected EFTSL in the commencing year (i.e. *Best Case*: 45 EFTSL commencing). Figure 4. shows the estimated student intakes in each of the scenarios over the years from 2013 to 2019; Figure 5. shows the annual operating result based on the three scenarios, and Figure 6. shows the cumulative monetary effect.

Figure 5. Annual Operating Surplus/(Deficit): Best, Expected and Worst Case Scenarios

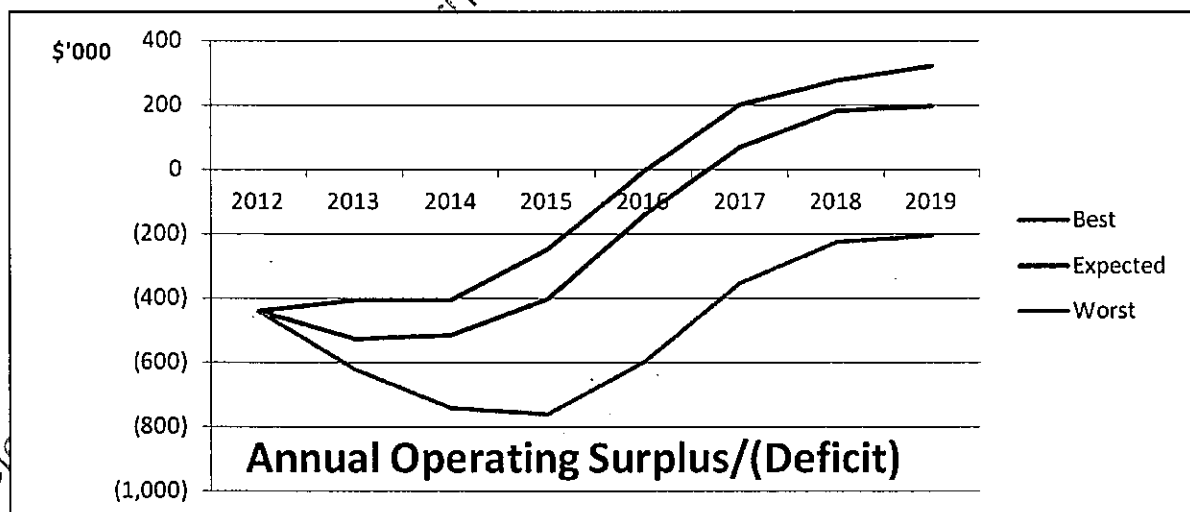
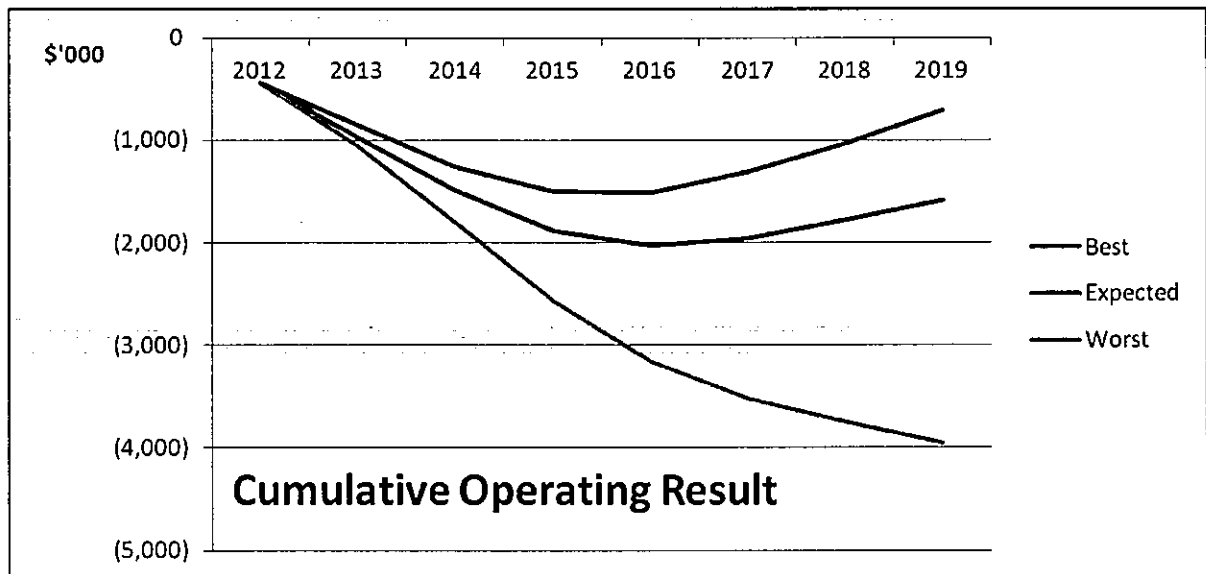


Figure 6. Cumulative Operating Result: Best, Expected and Worst Case Scenarios



The analysis was restricted to costs related to Bachelor of Engineering (Civil) and does not estimate the income or costs that may flow from the introduction of future related programs (although it is anticipated that income from such programs would improve the income and economies of scale offered by the introduction of BE (Civil) through the use of shared units and infrastructure particularly in the early years of other degrees).

Source of Funds & Capital Costs

Source of operating funds (as indicated in the financial analysis) is from a mix of domestic and international student income, and Commonwealth Government contribution.

The Vice Chancellor has advised that any operating deficits that may occur during the start up phase of the program (or the exit costs should we decide to close the program within a 10 year time frame) will be met from central strategic funds. In this sense, deficit is to be interpreted as the difference between the income that is attributed to the Engineering activity (CGS, International Fee Income, Research Block Grant and other income generation from the Engineering activity) minus the costs of the staffing profile and NSI and a reasonable proportion of any School overheads as agreed by the DVC.

In relation to capital / infrastructure funding, SCU has, via Stage 1 of the EIF Regional Priorities round, is seeking \$28m for a \$39.07m project to convert A Block to a Science Precinct for teaching and research in Engineering and Science (\$15m) and build a new

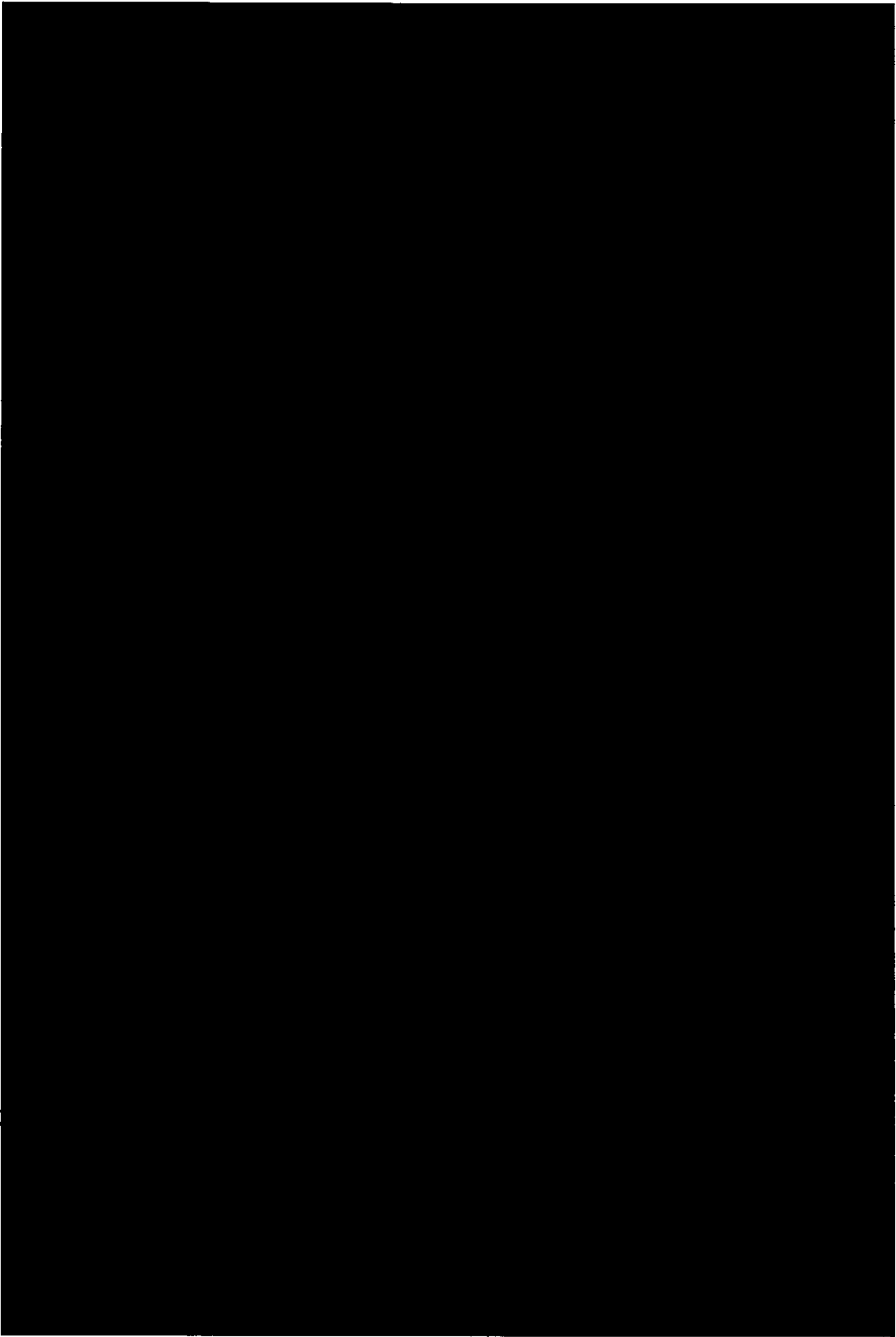
Learning Centre (\$23m) at the Lismore campus. SCU's contribution to this project would include \$10m from capital funds and a further 'in-kind' contribution.

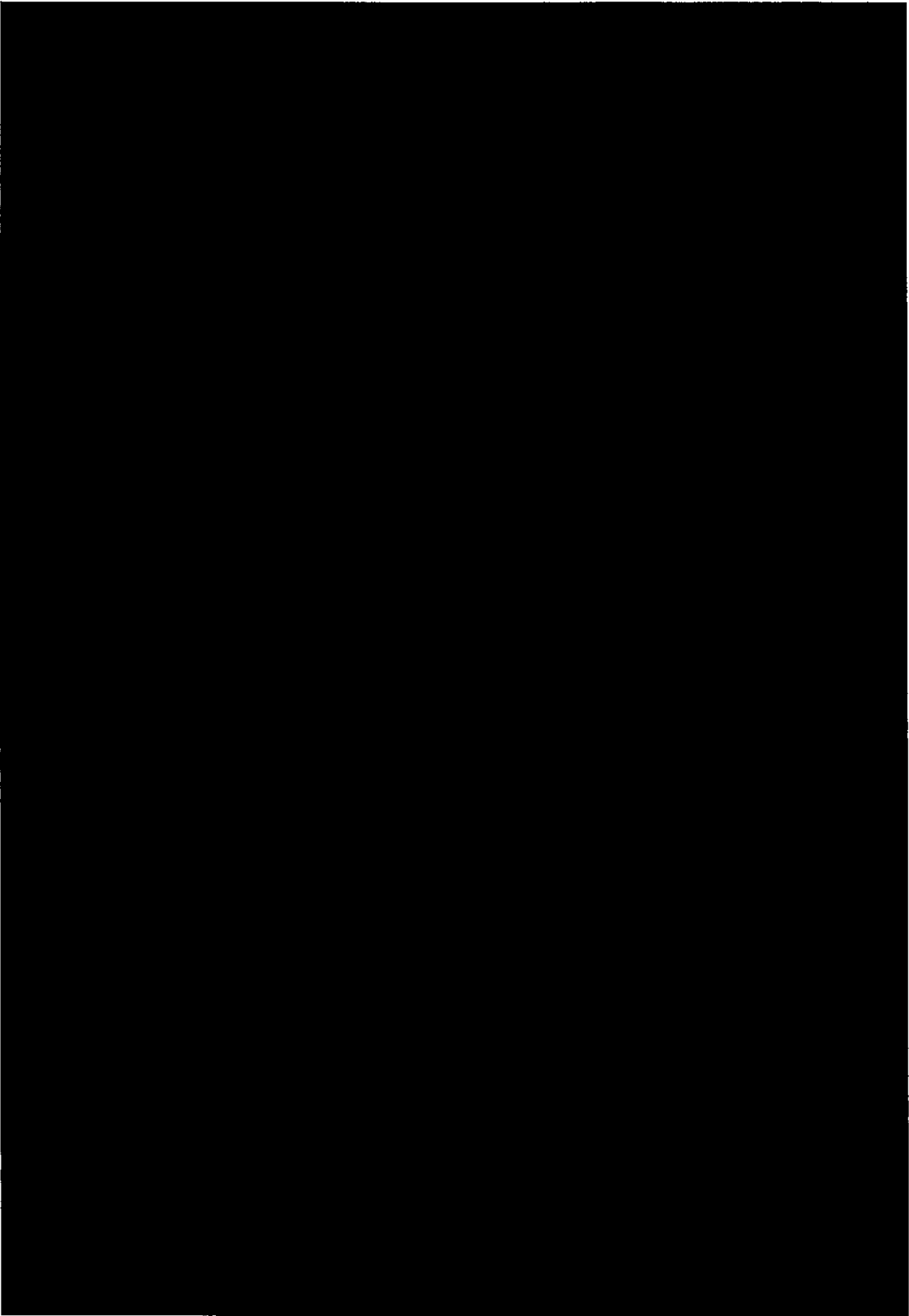
Should SCU's funding application not be successful, it is proposed that SCU proceed using some of the funds it had set aside for EIF to convert the ground floor of Building A at Lismore to suitably accommodate the delivery of Civil Engineering, and purchase equipment and software (estimated at \$500,000 over the first 4 years).

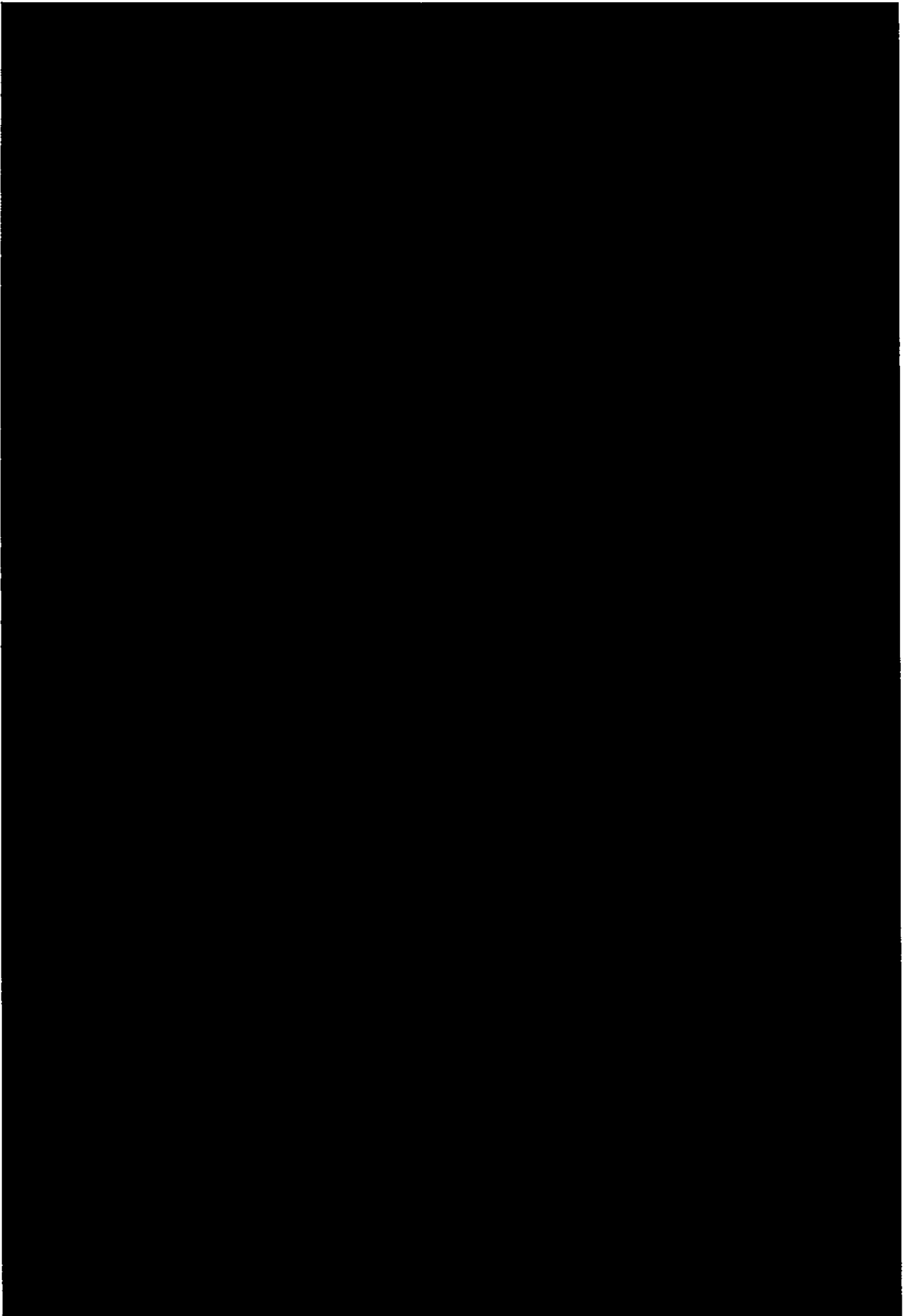
DEEWR has not notified Stage 1 applicants when they will be told the outcome of their Expression of Interest, however DEEWR has indicated that Stage 2 applications must be submitted electronically on Wednesday 7 March 2012 and in hard copy on Wednesday 14 March 2012. Accordingly, SCU assumes that Stage 2 applicants will be advised of the outcome some time in February in order that they have adequate time in order to meet this timeframe.

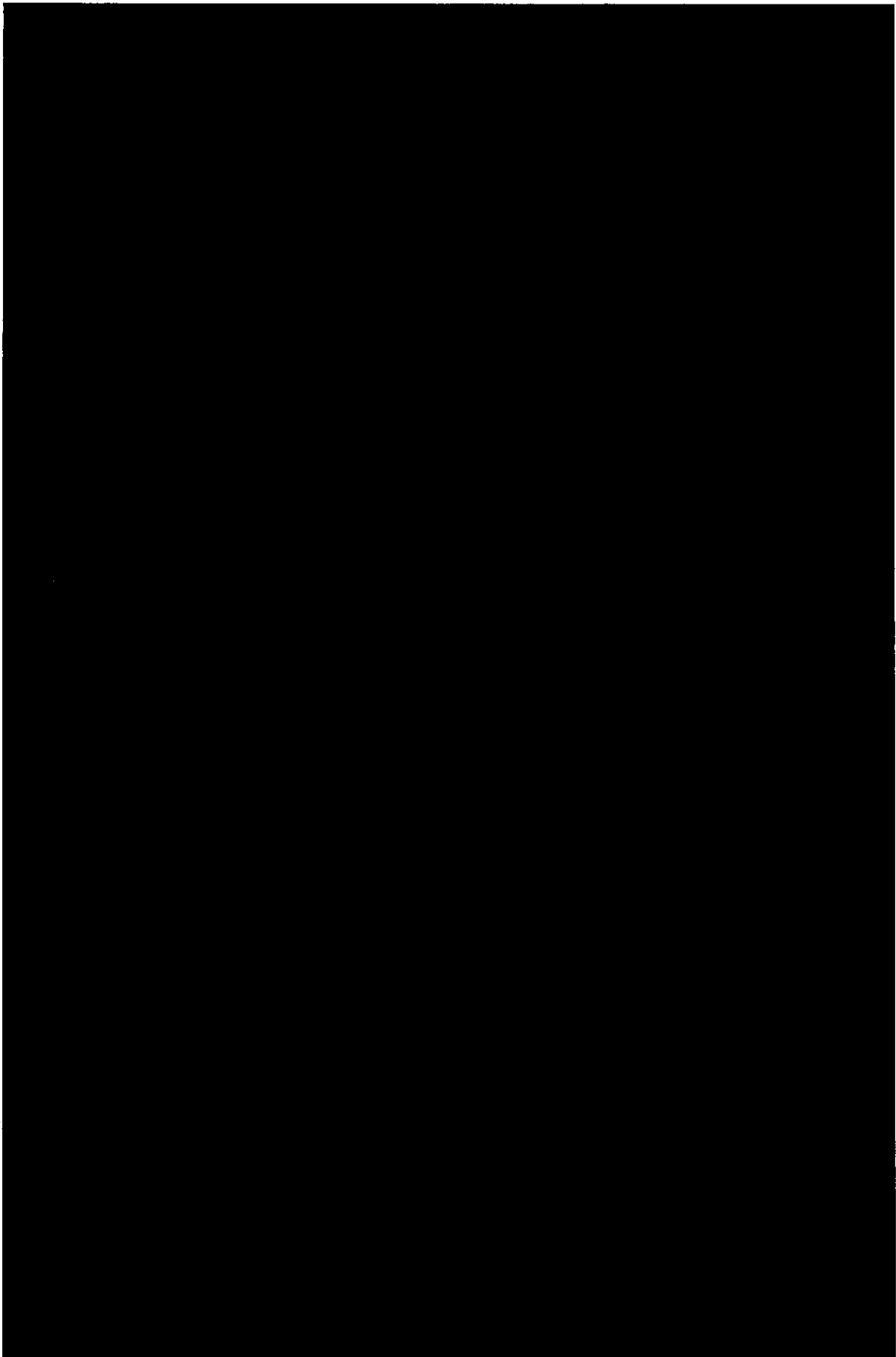
IMPLEMENTATION AND OPERATIONS

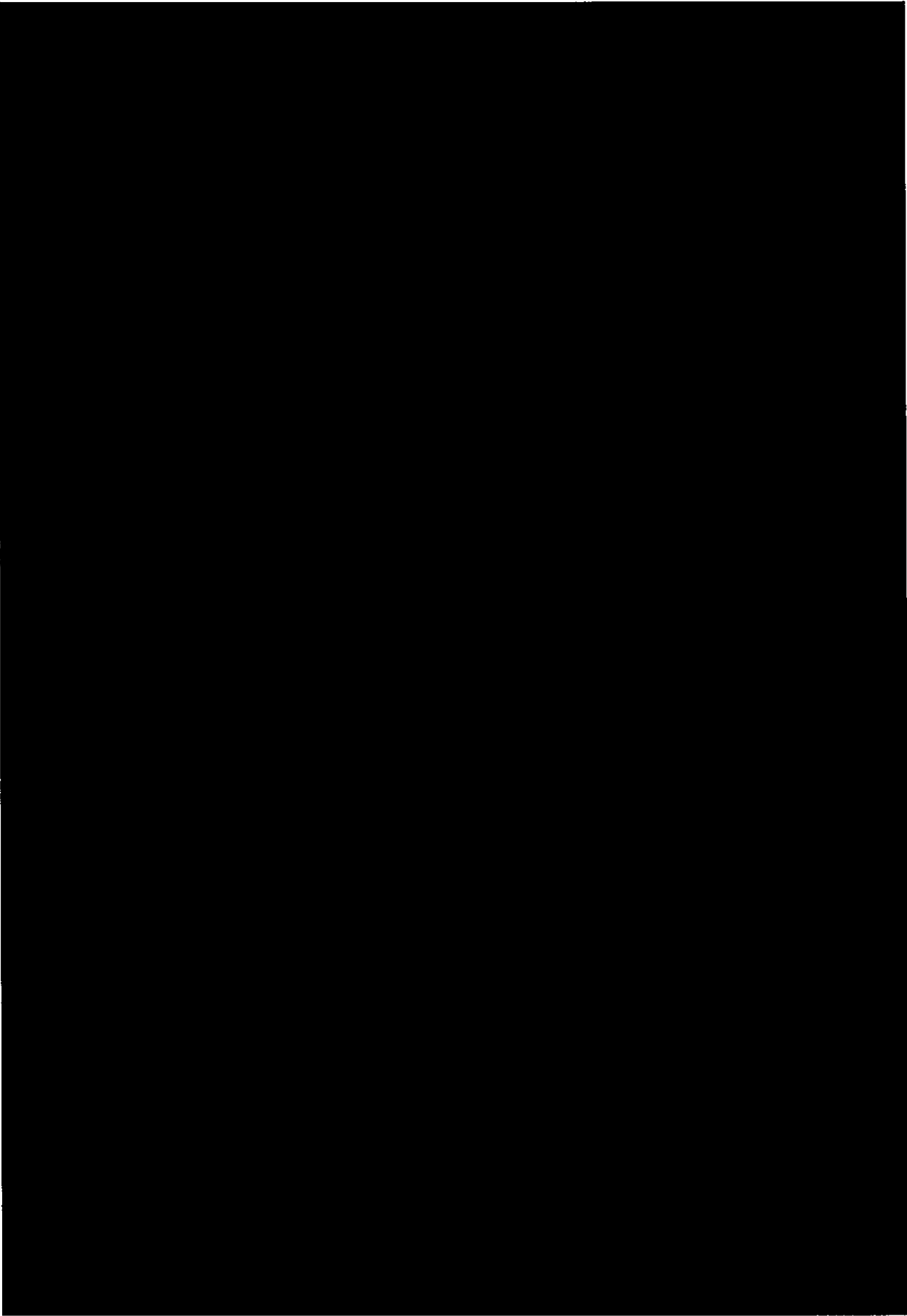
The course will be run from a renamed School of Environment, Science and Engineering. This organisational positioning reflects a trend in Australian universities and internationally to create links between civil engineering and the environmental sciences to ensure structures and the landscape are constructed to blend with or protect the environment.











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Finance Committee

From: Travis Walker, Executive Director Financial and Human Resources Services
Date: 12 August 2014
Title: **Financial Acquittal & Final Progress Report – Engineering and Science Precinct, Phase 1**

1. Purpose

To present the financial acquittal and final progress report for the new Engineering and Science Precinct, Phase 1 at Southern Cross University's Lismore Campus.

2. Background

The new Engineering and science precinct incorporates world class cross-discipline research and teaching laboratories. It has state of the art equipment allowing materials conditioning and testing, concrete and structures testing and fluids/hydraulics testing.

Phase 1 comprised of refurbishing level 1 of Building A at the SCU Lismore Campus. Phase 2 comprises of the refurbishing of level 2 of Building A. The precinct is funded by the Education Investment Fund (EIF), Southern Cross University and the NSW Government.

3. Project Expenditure

Engineering & Science Precinct to 30 June 2014

Project Costs (\$'000)	Stage I			Stage II			Total Project		
	Actual	Budget	Var	Forecast	Budget	Var	Forecast	Budget	Var
Construction (incl contingency)	3,486	3,706	(220)	6,780	5,716	1,064	10,131	9,422	979
Lab Equip & Furniture	559	723	(164)	1,803	2,465	(662)	2,362	3,188	(826)
Professional Fees	288	300	(12)	688	688	(0)	976	988	(12)
Client Costs	44	50	(6)	59	59	0	103	109	(6)
Total Project	4,378	4,779	(402)	9,330	8,929	402	13,573	13,708	135

4. Progress Report

Level 1 of Engineering Building was completed on the 14th December 2013 and classes commenced Session 1, 2014. Phase 2 is due to commence on the 10th February 2015 and is subject to start after completion of the new Learning Centre.

Bennett Constructions are working through defect rectifications and will continue until the defect period ends on the 14th December 2014. 95% of the defects are rectified, with a big push in July occurring to be ready for the opening by Mr Kevin Hogan, MP, Federal Member for Page on 30 August 2014.

Phase 1 of the new Engineering and Science Precinct has been a success, both being completed on time and on budget.





5. Recommendation/Recommended Action

The Committee notes the final financial acquittal and progress report.

41.1

	GC Building B	
	Actual	%
Professional Fees	5,664,648	11.7%
Statutory Fees & Charges	162,677	0.3%
Construction	39,354,476	81.5%
Furniture, Fixtures & Equipment	3,111,461	6.4%
Client Costs	15,458	0.0%
Total	48,308,721	100%



Australian Government
Department of Education

Professor Peter L Lee
Vice Chancellor
Southern Cross University
PO Box 157
LISMORE NSW 2480

Dear Professor Lee

Structural Adjustment Fund – Deed of Variation – Consolidated Funding Agreement
Partners for the Future Project – EIF Component

Please find attached a copy of the signed Deed of Variation in relation to the Partners for the Future Project. If you have any queries, please contact us at elf@education.gov.au with a reference to EIF in the subject line, or email Jayne.Macphillamy@education.gov.au or telephone Jayne on 02 6240 3628.

Yours sincerely

Ditta Ziz
Branch Manager
Research and Higher Education Infrastructure Branch
Research and Strategy Group

2 May 2014

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THIS DEED OF VARIATION IS MADE BETWEEN

THE COMMONWEALTH OF AUSTRALIA represented by the Department of Education (ABN 12 862 898 150) ('Department')

AND

SOUTHERN CROSS UNIVERSITY, a body corporate established under the *Southern Cross University Act 1993* (ABN 41 995 651 524) ('SCU', 'You', or 'Your')

regarding funding from the Education Investment Fund ('EIF') for the following projects: the construction of a 268-seat lecture theatre at the SCU Gold Coast Campus, the Partners for the Future Construction of SCU College Headquarters and Roll-out of Personal Learning Environment.

BACKGROUND:

- A. The parties entered into an agreement dated 3 March 2011 regarding \$6.572 million of funding to be provided by the Department to SCU from the Education Investment Fund, through the Teaching and Learning Capital Fund (Higher Education) element, for the purposes of constructing a 268-seat lecture theatre at the SCU Gold Coast campus ('TLC (HE) Agreement').
- B. The parties varied the TLC (HE) Agreement by deeds of variation dated 21 February 2012, 22 June 2012 and 21 December 2012.
- C. The parties entered into an agreement dated 29 May 2012 regarding \$26.781 million of funding to be provided by the Department to SCU from the Education Investment Fund, through the Structural Adjustment Fund element, for the purposes of undertaking the Partners for the Future Construction of SCU College Headquarters and Roll-out of Personal Learning Environment projects ('SAF EIF Agreement').
- D. The parties varied the SAF EIF Agreement by a deed of variation dated 3 May 2013.
- E. The parties now wish to vary the TLC (HE) Agreement and SAF EIF Agreement by replacing the two agreements, including the previously agreed variations, with one consolidated agreement ('Consolidated Agreement').
- F. Clause 18.2 of the TLC (HE) Agreement and clause 27.2 of the SAF EIF Agreement require that a variation be in writing and signed by both parties.

IT IS AGREED IN THIS DEED as follows:

Effective Date

2. This Deed of Variation comes into effect on the date on which the Department signs it ('Effective Date').

Variation of agreements

3. On and from the Effective Date, the TLC (HE) Agreement and SAF EIF Agreement are varied by replacing the two agreements, including the previously agreed variations, with the Consolidated Agreement in Annexure 1 of this Deed of Variation.

Entire agreement

4. The Consolidated Agreement represents the entire agreement between the parties with respect to its subject matter.

Costs and GST

5. Each party must meet its own costs in respect of the preparation, negotiation, execution and completion of this Deed of Variation.
6. You must pay any stamp duties and registration or other fees (including fines, penalties and interest relating to such duties and fees) which are payable in relation to this document or any transaction contemplated by it.
7. Item AA.2 of Schedule 2 of the Consolidated Agreement in relation to GST applies to this Deed of Variation.

Counterparts

8. This Deed of Variation may be executed in counterparts. All executed counterparts constitute one document.

Governing law and jurisdiction

9. This Deed of Variation is governed by the law of the Australian Capital Territory and each party irrevocably submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

EXECUTED AS A DEED

SIGNED, SEALED AND DELIVERED
for and on behalf of
THE COMMONWEALTH OF AUSTRALIA
By Ditta Zizi
the Branch Manager of the
Research and Higher Education Infrastructure
Branch of the Department of Education

)
)
)
)
)
)
)

D. Zizi

In the Presence of:

[Signature]
WITNESS

2 May 2014
DATE

Passport Jane Hansen, Public servant
Full name and occupation or profession of witness (Please print)

SIGNED, SEALED AND DELIVERED
for and on behalf of
SOUTHERN CROSS UNIVERSITY
by Professor Peter Lee
the Vice-Chancellor of
Southern Cross University

)
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)
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)

Peter Lee

In the Presence of:

[Signature]
WITNESS

17/4/2014
DATE

NICOLA MARCUMETRESI, EXECUTIVE OFFICER
Full name and occupation or profession of witness (Please print)

Annexure 1 – Consolidated Agreement



Australian Government
Department of Education

Funding Agreement

between the

COMMONWEALTH OF AUSTRALIA
as represented by the
Department of Education

and the
Southern Cross University

regarding funding for the
Partners for the Future

Construction of SCU College Headquarters, Building C, including lecture theatre
Roll-out of Personal Learning Environment

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Initials

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PLC

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Attachments

Attachment A: SAF EIF Project Plan – SCU Headquarters, Building C, including TLC (HE) project component

Attachment B: SAF EIF Project Plan – Roll-out of Personal Learning Environment

Attachment C: Structural Adjustment Fund EIF Application

Released by SCU under Government Information (Public Access) Act 2009

Initials

203
PLC

Parties

COMMONWEALTH OF AUSTRALIA ('Commonwealth, 'Us', 'We', 'Minister' or 'Our'), represented by and acting through the Department of Education (ABN 12 862 898 150) ('Department') AND

Southern Cross University, a body corporate established under *Southern Cross University Act 1993* (ABN 41 995 651 524) ('You', or 'Your')

Note: this agreement uses a number of words which are defined in the glossary in clause 38.1. Defined terms start with a capital letter, eg, Asset.

Purpose

A. The Education Investment Fund (EIF) is one of the three Nation-building Funds established by the *Nation-building Funds Act 2008* (NBF Act). The role of the Education Investment Fund Program is to build a modern, productive, internationally competitive Australian economy by supporting world-leading, strategically-focused infrastructure investments that will transform Australian tertiary education and research.

The EIF Program is covered by Outcome 3 of DIISRTE's portfolio budget statements, 2012-2013.

The EIF Program provides funding for projects that create or develop significant infrastructure in higher education institutions, research institutions and vocational education and training providers, in order to:

- transform Australia's knowledge generation and teaching capabilities;
- boost participation in tertiary education;
- position Australia to meet domestic skills needs now and into the future;
- enhance Australia's innovation capacity;
- invigorate the growth of Australia's research capabilities; and
- enhance Australia's international competitiveness in education and research.

The Structural Adjustment Fund comprises funding through the *Higher Education Support Act 2003* and under the *Nation-building Funds Act 2008* (NBF Act) from the Education Investment Fund. Projects under this Funding Agreement are funded under the Education Investment Fund.

The objective of the Structural Adjustment Fund is to improve the financial sustainability and teaching and learning quality of universities and thereby to improve their ability to provide strong higher education outcomes across the country, particularly in regional Australia and outer metropolitan areas. The EIF component of the program will improve tertiary education participation and attainment, improve access to world class tertiary education infrastructure in regional communities, build sustainable regional institutions and communities, support regional skills needs, support research that is integrated with regional teaching and learning or VET needs and develop linkages within regions and connect regions nationally and globally.

The Teaching and Learning Capital Fund (Higher Education) (referred to subsequently as TLC (HE)) also comprises funding under the NBF Act from the EIF.

The objective of the TLC (HE) as part of the \$4.7 billion nation-building infrastructure package on 12 December 2008 was to provide economic stimulus to the economy during the global financial

crisis. Minister Gillard announced the TLC (HE) allocations in December 2008. Southern Cross University has been allocated \$6.572 million from TLC (HE).

The TLC (HE) funds are for capital expenditure towards the development of teaching and learning spaces that are physically and technologically appropriate for 21st century approaches to tertiary education.

- B. You are committed to helping Us to achieve the objectives of the EIF Program, through Your conduct of the Project.
- C. As a result of this commitment, We agree to support the Project by providing Funding to You, subject to the terms and conditions of this agreement.
- D. We are required by law to ensure accountability for public money, and You are required to be accountable for all Funds provided by Us.
- E. You agree to accept the Funding on the terms and conditions set out in this agreement.

1 Term of Agreement

- 1.1 This agreement is entered pursuant to section 179 of the *NBF Act* and commences on the Date of this Agreement and, unless terminated earlier, it expires on the Completion Date.

2 Project

- 2.1 You must carry out the Project:

- (a) at the times and in the manner specified in Item C of Schedule 1;
- (b) within the Project Period; and
- (c) in accordance with this agreement (and any applicable Guidelines), diligently, effectively and to a high professional standard;
- (d) in accordance with the requirements and responsibilities under the National Code of Practice for the Construction Industry and its associated Guidelines.

- 2.2 The Funding must be expended by You only for the Project.

- 2.3 You must, as soon as practicable and in writing:

- a) notify Us of any proposed change to the Project; and
- b) seek our prior written approval to the proposed change to the Project.

- 2.4 You must not carry out any proposed change to the Project without our prior written approval.

- 2.5 You must not act in any way that may bring the Project into disrepute.

- 2.6 We are not responsible for the provision of additional money to meet any expenditure in excess of the Funds.

- 2.7 To the extent of any inconsistency between:

- (a) a Project Plan and this agreement (including the Milestone Schedule for the Project);
- or

- (b) the Project Budget and this agreement (including the Milestone schedule for the Project),
this agreement (including the Milestone schedule for the Project) will prevail.

3 Funding

- 3.1 Subject to compliance by You with this agreement (including the invoicing requirements, if any, specified in item G.1 of Schedule 1), We will provide You with the Funding at the times and in the manner specified in item AA of Schedule 2.
- 3.2 Without limiting Our rights, We may withhold or suspend any payment in whole or in part if:
- (a) You have not performed Your obligations under this agreement; or
 - (b) You have outstanding or unacquitted money under this agreement with Us.
- 3.3 If We exercise Our rights under clause 3.2, You must continue to perform any obligations under this agreement, unless We agree otherwise in writing.

4 Management of Funding

- 4.1 You must:
- (a) ensure that the Funds are held in an account in Your name, and which You solely control, with a bank or credit union carrying on banking business in Australia;
 - (b) on request from Us, provide Us and the bank or credit union with an authority for Us to obtain all details relating to any use of the account; and
 - (c) identify the receipt and expenditure of the Funds separately within Your accounting Records so that at all times the Funds are identifiable and ascertainable.
- 4.2 Funds must be placed in a high interest bearing account and interest earned on the Funds must be:
- (a) expended by You only for the purposes of the Project; and
 - (b) reported to the Us in accordance with Item N of Schedule 1.
- 4.3 You must keep financial Records relating to the Project to enable:
- (a) all income and expenditure related to the Project to be identified in Your accounts;
 - (b) the preparation of financial statements in accordance with Australian Accounting Standards; and
 - (c) the audit of those Records in accordance with Australian Auditing Standards.
- 4.4 You must not use the Funds:
- (a) as security to obtain, or comply with, any form of loan, credit, payment or other interest; or
 - (b) for the preparation of, or in the course of, any litigation.

5 Repayment of Funding

- 5.1 If:
- (a) at any time, an overpayment occurs, including where an invoice is found to have been incorrectly rendered after payment; or
 - (b) at the Completion Date (or if this agreement is terminated earlier, the date of

termination) some or all of the Funding has not been:

- (i) spent in accordance with this agreement; or
- (ii) acquitted to Our satisfaction,

then this amount must be repaid to Us within 20 business days of a written notice from Us, or dealt with as directed in writing by Us.

Note – Repayments may also be required under clause 13 in relation to failure to comply with the requirements of clause 13.

- 5.2 An overpayment may be recovered from You, including by offsetting that overpayment against any amount subsequently due to You under this agreement.
- 5.3 If an overpayment is not repaid to Us, Interest is payable on the amount after the expiry of the 20 business days notice referred to in clause 5.1, until the amount is paid in full.
- 5.4 Any amount owed to Us under clause 5.1 and any Interest owed under clause 5.3, is recoverable by Us as a debt due to Us by You without further proof of the debt by Us.
- 5.5 An adjustment note must be provided to Us if required by the GST Act, including where You repay some or all of the Funding to Us.

6 Acknowledgment and Publicity

- 6.1 You must, in all publications, promotional and advertising materials, public announcements and activities by You or on Your behalf in relation to the Project, or any products, processes or inventions developed as a result of the Project, acknowledge the financial and other support You have received from Us, in the manner set out in Item 1.1 of Schedule 1.
- 6.2 We reserve the right to publicise and report on the awarding of Funding to You, including the amount of the Funds given to You and the title and a brief description of the Project.
- 6.3 You must invite the Minister and/or any other person nominated by the Minister to take part in any significant promotional event held by You or any subcontractor. This may include allowing the Minister or any other person nominated by the Minister to speak at, or play any role (including an integral role) in the relevant promotional event.
- 6.4 You must advise Us if a significant promotional event is to be held by You or any subcontractor.

7 Subcontracting

- 7.1 You are fully responsible for the performance of Your obligations under this agreement, even if You may subcontract some or all of Your obligations.
- 7.2 You are responsible for:
 - (a) ensuring the suitability of a subcontractor for the work proposed to be carried out;
 - (b) ensuring that the work of all subcontractors meets the requirements of this agreement; and
 - (c) ensuring that You bind all subcontractors, with respect to Us, to the requirements of clause 15 [Work health and safety]; and
 - (d) ensuring Your subcontractors comply with the Building Code 2013 and its

Supporting Guidelines.

Note: The Building Code 2013 and its Supporting Guidelines are available at <http://deewr.gov.au/building-code-2013>

- 7.3 You must not enter into a subcontract under this agreement with a subcontractor named by the Director of the Workplace Gender Equality Agency as an employer currently not complying with the *Workplace Gender Equality Act 2012*.

Note: (A list of non compliant organisations can be found at: <http://www.wgea.gov.au/report/compliance>)

- 7.4 You must ensure that all persons invited to express an interest in Australian Government construction projects or projects to which the Australian Government contributes funding (including this Project), are informed of the application of the Building code 2013 and its Supporting Guidelines to the Project.
- 7.5 You must ensure that all advertisements calling for expressions of interest, requests for tenders, submissions, invitations to join Common Use Arrangements, or like arrangements for the Project, must incorporate the statement set out in item M.1 of Schedule 1.

8 Specified Personnel

- 8.1 You must ensure that the Specified Personnel, if any, listed in item K.1 of Schedule 1 undertake activities on the Project in accordance with the terms of this agreement.
- 8.2 Where Specified Personnel are unable to undertake activities on the Project, You must notify Us immediately. You must, if requested by Us, provide replacement personnel acceptable to Us without additional payment and at the earliest reasonable opportunity.
- 8.3 We may give notice on reasonable grounds related to performance of the Project requiring You to remove personnel (including Specified Personnel) from work on the Project. You must, at Your own cost, promptly arrange for the removal of the personnel from work on the Project and their replacement with personnel acceptable to Us.
- 8.4 If You are unable to provide acceptable replacement personnel, We may terminate this agreement under clause 33.

9 Assets

- 9.1 You must not use the Funding to purchase or create any Asset, apart from those detailed in item L of Schedule 1, without getting Our prior written approval. Our approval may be subject to conditions. Clause 9.3 applies only to Assets purchased or created with the Funding.
- 9.2 Unless it is specified in item L of Schedule 1 that We own the Asset then, subject to this clause 9, You own any Asset acquired with the Funding.
- 9.3 During the Project Period and for the Designated Use Period You must:
- (a) use any Asset in accordance with this agreement and for the purposes of the Project;
 - (b) safeguard all Assets against theft, loss, damage, or unauthorised use;

- (c) maintain all Assets in good working order;
- (d) maintain all appropriate insurances for all Assets to their full replacement value, noting Our interest in the Asset under this agreement, and provide satisfactory evidence of this on request from Us;
- (e) if required by law, maintain registration and licensing of all Assets; and
- (f) be fully responsible for, and bear all risks relating to, the use or disposal of all Assets.
- (g) not create or grant, or Dispose of any interest in an Asset, or any part of an Asset without first:
 - (i) obtaining the written consent of the Department which will not be unreasonably withheld; and
 - (ii) If We require it, requiring the purchaser, transferee, lessee, licensee, mortgagee, chargee or other disponee to enter into a deed of covenant with Us, on terms acceptable to us under which the purchaser, transferee, lessee, licensee, mortgagee, charge or other disponee covenants in Our favour to use the Asset for the Designated Use until the expiry of the Designated Use Period.

10 The Property

10.1 You must promptly provide to Us, in accordance with the requirements in the Milestone schedule, or from time to time upon request:

- (a) the details of the ownership of the Property, including a title search of the Property identifying the registered proprietors of the Property;
- (b) details of the nature of Your tenure of each Property including:
 - A. If a Property is owned by You, a copy of any evidence of title for the relevant Property; or
 - B. If a Property or part of a Property is leased by You, the lease which meets the Department Requirements; and
- (c) details as to the uses permitted on each Property and that the permitted uses enable the Designated Use for the relevant Project; and
- (d) any other information in relation to any Property that We requires (including but not limited to copies of any documents or draft documents relating to Your tenure or proposed tenure in relation to each Property).

11 Department Requirements

11.1 Without limiting any other right We may have under this Agreement or otherwise at law, We may withhold a payment of the Funding in accordance with clause 3.2 of this agreement where We consider that one or more of the Department Requirements are not satisfied.

11.2 The Department requires that:

- (a) the relevant Property meets the present and future needs of the Project objectives;

- (b) the relevant Property is permitted to and can be used by You for the Designated Use in respect of a Project;
- (c) where any part of the Funding is being used to acquire a Property, the cost to You of acquiring and holding an interest in a Property represents value for money; and
- (d) Our rights and entitlements under this agreement will not be adversely affected by an agreement or arrangement entered into by You with another body which contributes funds or land to the Project, or We are able to negotiate arrangements to Our satisfaction with that other body in relation to any priority of interests or inconsistency between this agreement and the other body's requirements for contributing funds or land to the Project.

11.3 You must not expend any part of the Funding to acquire an interest in any Property, until You have received notification from Us in writing that We are satisfied with the information and certification provided by You that the Department Requirements are satisfied. To avoid doubt such initial notification by Us does not prevent Us at a later date becoming unsatisfied with respect to the Department Requirements and withholding the Funding or terminating the agreement on that basis.

11.4 Clause 11.3 does not prevent You from:

- (a) expending part of the Funding already received on activities preparatory to acquiring a Property; or
- (b) if You are purchasing a Property, entering into a written agreement (the Contract for Sale) with the seller of the relevant Property to purchase the Property in accordance with the requirements at clause 11.5.

11.5 Where You will be purchasing a Property in connection with a Project, the Contract for Sale must include the following conditions (or conditions having the same effect):

- (a) the Contract for Sale is subject to You receiving funds from Us pursuant to this agreement and can be rescinded by You and the deposit refunded, in the event that You do not receive the Funding from Us pursuant to this Agreement; and
- (b) the Contract for Sale:
 - (i) is subject to the relevant Property being appropriately zoned for the Designated Use, and all necessary Approvals being obtained, on terms and conditions agreed to by Us, for the relevant Property to be used for the Designated Use; and
 - (ii) can be rescinded by You and the deposit refunded, in the event that the Property is not appropriately zoned for the Designated Use or all necessary Approvals cannot be obtained on terms and conditions acceptable to Us.

11.6 You must promptly provide a copy of the Contract for Sale to the Us if requested by the Department.

12 Tenure

12.1 On or before the date specified in the Milestone schedule for a Project, or, if no date is specified, within 20 business days after the commencement of the Project Period, You must have:

- (a) tenure; or
- (b) a binding entitlement to occupy all or part of the Property and obtain tenure, and must substantiate to Our reasonable satisfaction that you have tenure of the Property by way of fee simple, lease or otherwise, or an entitlement to occupy the Property by way of agreement for lease or otherwise that is sufficient to enable You to undertake the Project and to comply with Your obligations under this Agreement.

12.2 Without in any way limiting or affecting clause 12.1, where You do not own a Property, if Item D of Schedule 1 states that a Use Agreement is required You must arrange for the owner of the Property to enter into a Use Agreement with Us on or before the date specified in Item D of the relevant Schedule, or, if no date is specified, within 20 business days of the commencement of the Project Period.

12.3 For the purpose of clause 12.2, Use Agreement means a written agreement between Us and the owner of the Property, in a form that is acceptable to the Department.

12.4 Where You do not own the Property and part of the Project involves construction works or the installation of fixtures on a Property funded under this agreement, You:

- (a) must ensure that any agreement with the owner of the Property by which it is granted:
 - (i) tenure; or
 - (ii) a binding entitlement to occupy all or part of the Property and obtain tenure,

contains the minimum requirements specified in item D of Schedule 1.

- (b) agree not to do anything during the Project Period or the Designated Use Period for a Project that would give the owner of a Property the right to terminate Your tenure of that Property or Your right to use that Property for the purpose of the Designated Use for the Designated Use Period for the Project.

12.5 Notwithstanding any other clause in this agreement, You acknowledge and agree that You are not entitled to receive, and We are not obliged to pay, any part of the Funding for the acquisition of any real property or for securing its tenure (other than preparatory work), and, if it has been paid any of the Funding, none of the amounts of Funding received are to be expended by You for the acquisition of any real property or for securing its tenure (other than preparatory work), unless and until You have complied with clause 12.1 and, if applicable, clause 12.2.

12.6 You must comply with clause 12.1 and, if applicable, clause 12.2 within the timeframes specified in the Milestone schedule with time being of the essence.

13 Use and Condition of Property for the Designated Use

13.1 This clause applies only if the Project involves construction works (including any work relating to the construction, modification, expansion, refurbishment or fitout of a building) or the installation of fixtures (Works) on a Property. If more than one Property is specified in Schedule 1 then this clause only applies in relation to those Properties on which the Works are carried out.

13.2 As a fundamental condition of this agreement, You undertake:

- (a) for the Designated Use Period for a Project:
 - (i) to use the Property and the Works, or to ensure the Property and the Works, are used for the Designated Use;
 - (ii) to ensure the Property and the Works are not left unused or unoccupied for a period in excess of four weeks without first obtaining the written consent of the Department;
 - (iii) not to use the Property, or permit the Property to be used for any purpose, other than the Designated Use, without first obtaining the written consent of the Department; and
 - (iv) where You are not the owner of the Property, to observe and perform all of Your obligations under the any agreement with the owner of the Property (including any lease or agreement for lease) and to not do (or allow to be done) anything which could result in any agreement with the owner of the Property being terminated or adversely affected; and
- (b) at all times during the Project Period and the Designated Use Period to comply with the requirements of clause 9.3 with respect to the Property.

13.3 Despite any provision to the contrary in this agreement:

- (a) Your obligations relating to using a Property for the Designated Use for a Project do not apply in relation to the use of any part of the Property that We have agreed is not required to be used for the Designated Use for a Project; and
- (b) You are not prevented from granting leases over any part of a Property that We have agreed is not required to be used for the Designated Use for a Project, provided that You do not allow that Property to be used for any purpose that, in Our opinion is incompatible with, or would likely impede, the Designated Use for a Project.

13.4 Subject to clause 13.5, without limiting Our rights under this agreement or otherwise at law or in equity, if within the Designated Use Period for a Project We are satisfied on reasonable grounds that You have failed to comply with any of Your obligations under this clause 13, We may by written notice to You require You to repay to Us the relevant amount calculated in accordance with Item E of Schedule 1. You must pay to Us the amount set out in the notice, within 20 business days of the date of the notice. If You fail to make payment within 20 business days, We may recover the amount specified in Our notice as a debt due from You.

13.5 We are not entitled to require You to repay an amount pursuant to clause 13.4, where We have, before seeking repayment from You, entered into arrangements which allow the Property and the Works to continue to be used for the Designated Use for the remainder of the Designated Use Period. We have no obligation to enter into any arrangements for the continued use of the Property or the Works for the Designated Use and Our rights pursuant to clause 13.4 are not affected if We elect not to seek to put in place such arrangements.

13.6 You acknowledge and agree that:

- (a) the amounts payable by You under clause 13.4 represent a genuine and reasonable pre-estimate of the loss to Us; and
- (b) You release Us from all claims arising out of or in connection with Our rights under clauses 13.4 and 13.5.

14 Insurance

14.1 You must, for as long as any obligations remain in connection with the Project, have insurance as specified in Item M.1 of Schedule 1.

14.2 When requested, You must provide Us, within 10 business days of the request, with evidence satisfactory to Us that You have complied with Your obligation to insure.

15 Work Health and Safety

15.1 In this clause:

'Construction Work' means any construction work carried out or caused to be carried out by You, within the meaning of Chapter 6 of the WHS Regulations.

'Inspector' means a person appointed as such under the WHS Act.

'Notifiable Incident' has the meaning given in the WHS Act.

'Regulator' means the person who is the regulator within the meaning of the WHS Act.

'WHS Act' means the *Work Health and Safety Act 2011* (Cth) and any corresponding WHS law within the meaning of section 4 of the WHS Act.

'WHS Code of Practice' means any Code of Practice approved for the purposes of the WHS Act.

'WHS Entry Permit Holder' has the same meaning as that given in the WHS Act.

'WHS Laws' means the WHS Act and WHS Regulations.

'WHS Principal Contractor' has the same meaning as that given in the WHS Regulations.

'WHS Regulations' means the regulations made under the WHS Act.

15.2 You must at all times:

- (a) ensure that the Project is carried out in a safe manner;
- (b) comply with the WHS Laws;
- (c) be aware of, understand and comply with Our work health and safety policy and procedures that are in any way applicable to this Agreement or the performance of the Project under this Agreement;
- (d) comply with any reasonable instruction from Us relating to work health and safety;
- (e) immediately comply with directions on health and safety issued by any person having authority under the WHS Laws to do so;

- (f) where the health and safety of other persons may be affected by the Project, ensure full communication and coordination occurs on health and safety matters with those persons and Us;
- (g) communicate any issue or concern that it has regarding work health and safety matters, as soon as practicable, with Us;
- (h) when requested by Us provide evidence of Your ongoing compliance of the WHS Laws;
- (i) if You are required by the WHS Act to report a Notifiable Incident to the Regulator arising out of the Project
 - (i) at the same time, or as soon as is possible in the circumstances, give notice of such incident, and a copy of any written notice provided to the Regulator, to Us; and
 - (ii) provide to Us, within such time as We specify, a report detailing the circumstances of the incident, the results of investigations into its cause, and any recommendations or strategies for prevention in the future;
- (j) Inform Us of the full details of:
 - (iii) any suspected contravention of the WHS Laws relating to the Project, within 24 hours of becoming aware of any such suspected contravention;
 - (iv) any cessation or direction to cease work relating to the Project, due to unsafe work, immediately upon You being informed of any such cessation or direction;
 - (v) any workplace entry by a WHS Entry Permit Holder, or an Inspector, to any place where the Project is being performed or undertaken, within 24 hours of becoming aware of any such workplace entry; and
 - (vi) any proceedings against You, or any decision or request by the Regulator given to You, under the WHS Laws, within 24 hours of becoming aware of any such proceedings, decision or request.
- (k) provide Us with copies of all notices and correspondence issued to You by any person under the WHS Laws, within 24 hours of receiving any such notice or correspondence;

15.3 If You are required by the WHS Laws to

- (a) prepare, submit, supply or obtain any document, including but not limited to a WHS management plan, a risk assessment, a safe work method statement, a work method statement, an emergency plan, safety data sheets, a notice to the Regulator, or a register (together 'WHS Safety Documents'), or review any existing WHS Safety Documents;
- (b) obtain or sight any licence, permit, or authorisation (together WHS Licences); or
- (c) display or install or display any sign, or barrier;

specific to the Project, You must:

- (d) prepare or obtain any such WHS Safety Documents or WHS Licences tailored to the Project and in compliance with the WHS Laws;
- (e) provide Us with a copy of any such WHS Safety Documents or WHS Licences with sufficient time for Us to review the same and consult as We consider appropriate, including with You, regarding the same; and

- (f) display or install any such sign or barrier

before commencing any, or undertaking further, work.

15.4 Without limiting any other right or remedy We have, if during the performance of any work under this Agreement:

- (a) We notify You in writing that We are not satisfied that You are:
- (i) performing the Project in compliance with Your work health and safety obligations as outlined in this clause, relevant legislation or Our work health and safety policy and procedures, You will promptly remedy that breach; and
 - (ii) We may direct You to suspend the Project until such time as You satisfy Us that the Project will be performed in compliance with the work health and safety obligations referred to in the clause, and during the period of suspension in accordance with this clause, We will not be required to make any payment whatsoever to You.
- (b) You fail to rectify any breach for which the Project has been suspended under this clause within a reasonable period, but no later than 10 Business Days, after receiving notification from Us to do so, We may, at Our discretion, immediately terminate this Agreement under clause 33 [Termination for default].

15.5 If the Project is or includes Construction Work which is a construction project:

- (a) We appoint, and You accept, appointment as the WHS Principal Contractor for the Project, and You must, in addition to Your obligations under this clause, comply with Your obligations as WHS Principal Contractor, at Your own cost, and do all things necessary to assist Us to discharge Our obligations under the WHS Laws;
- (b) We authorise You to exercise such authority as is necessary to enable You to discharge the responsibilities imposed on You by the WHS Laws, as WHS Principal Contractor; and
- (c) You must complete all forms and attend to all statutory requirements to ensure that You are appointed as the WHS Principal Contractor.

Note: Construction project is construction work where the cost is \$250,000 or more.

15.6 Without limiting this clause, if the Project is or includes Construction Work, You must perform Your obligations under this Agreement in such a way that ensures:

- (a) We are able to participate in any necessary inspections of work in progress and tests and evaluations of the construction component of the Project; and
- (b) You are, on completion of the Project, able to maintain, support and make full use of the Project, without Us being in breach of any WHS Laws which apply to the Project.

15.7 We may monitor Your compliance with the WHS Laws, including but not limited to:

- (a) conducting audits of Your work health and safety performance; and
- (b) requiring You to provide it with whatever documents or other information We reasonably require relating to work health and safety matters.

15.8 You must cooperate with any investigation undertaken by Us concerning any Notifiable Incident, or breach or alleged breach of the WHS Laws, arising out of or in respect of the Project.

15.9 Where there is any inconsistency or ambiguity between this clause 15 and the WHS Laws, the WHS Laws will prevail.

16 Liaison and Monitoring

16.1 You must:

- (a) liaise with and provide information to the Program Delegate, or a person nominated by the Program Delegate, as reasonably required by the Program Delegate;
- (b) comply with all reasonable requests, directions, or monitoring requirements received from the Program Delegate; and
- (c) liaise and cooperate with and assist Us, or persons authorised by Us, in any review or other evaluation that We undertake during the term of this agreement and for twelve months after the end of the Designated Use Period.

17 Reporting and Evaluation

17.1 You must provide to Us Reports at the times and in the manner stated in Item N of Schedule 1 and from time to time as requested by Us of Your progress in undertaking the Project.

17.2 Where required, You must, at Your own expense, and at the times and in the manner stated in item N of Schedule 1 prepare and provide Us with a:

- a) detailed statement of income and expenditure for the Funding, which must include a definitive statement as to whether the financial accounts are true and fair; and
- b) statement that the Funding was expended for the Project and in accordance with this agreement;

17.3 The statements referred to in clause 17.2 (a) and (b) must

- a) be certified by:
 - i. Your chief executive officer; and
 - ii. the senior executive officer employed by You who has primary responsibility for managing Your audit functions;
- b) contain the details, if any, described in item N of Schedule 1; and
- c) be provided to the Program Delegate within one month (or other period specified in item N of schedule 1) of the end of the Project Period.

17.4 You acknowledge that:

- (a) You will be audited by the Auditor – General or a State or Territory Auditor-General for the entire term of this agreement; and
- (b) the Funding is included in the income and expenditure which is subject to the audit.

18 Commonwealth Material

18.1 Ownership of all Commonwealth Material, including Intellectual Property Rights in that Material, remains vested at all times in Us but We grant You a licence to use, copy and reproduce that Material only for the purposes of this agreement and in accordance with any conditions or restrictions specified in item O of Schedule 1.

- 18.2 You must keep safely and maintain Commonwealth Material You have been given for the purposes of this agreement.
- 18.3 You may retain or destroy all Commonwealth Material remaining in Your possession at the end of this agreement, unless otherwise specified in item O or item Q.1 of Schedule 1.

19 Project Material

Ownership

- 19.1 Subject to this clause 19, You own the Project Material and the Intellectual Property Rights in Project Material immediately on their creation.
- 19.2 The Excluded Material and the Excluded IPR may be owned by You or a third party.

Licences

- 19.3 You must grant to Us (or arrange for the grant to Us of) a permanent, irrevocable, free, worldwide, non-exclusive licence (including a right of sublicense) to use, reproduce, adapt and exploit the Intellectual Property Rights in the Project Material and the Excluded Material for any purpose.
- 19.4 If You are unable to obtain a licence on the terms referred to in clause 19.3, you must arrange for the grant to Us of a licence to exercise the Excluded IPR on the terms set out in item P of Schedule 1.

Use of Project Material

- 19.5 If you are an Author (either the sole or a joint Author) of any Project Material or Excluded Material, You consent to the performance of the Specified Acts by Us or any person licensed by Us to use, reproduce, adapt and exploit that Project Material or Excluded Material.
- 19.6 You agree:
- (a) to obtain from each Author (other than You) of any Project Material or Excluded Material a written consent to the performance of the Specified Acts (whether occurring before or after the consent is given) by Us or any person licensed by Us to use, reproduce, adapt and exploit that Project Material or Excluded Material; and
 - (b) upon request, to provide the executed original of each consent to Us.

General

- 19.7 You must comply with any request that We make of You at any time to bring into existence, sign, execute or otherwise deal with any document that may be necessary or desirable to give effect to this clause 19.
- 19.8 You warrant that You are entitled, or will be entitled at the relevant time, to deal with the Intellectual Property Rights in the Project Material in accordance with this clause 19.
- 19.9 If requested by Us, You must provide Us with a copy of the Project Material in the form requested by Us.

20 Disclosure of Information

20.1 Subject to clause 20.5:

- (a) You must not, without Our prior written approval, disclose any of Our Confidential Information to a third party; and
- (b) We must not, without Your prior written approval; disclose any of Your Confidential Information to a third party.

20.2 In giving written approval to disclosure, a party may impose conditions as it thinks fit, and the other party agrees to comply with the conditions.

20.3 We may at any time require You to arrange for any person engaged in, or in relation to the performance or management of this agreement to give written undertakings, in a form required by Us, relating to the non-disclosure of Our Confidential Information.

20.4 If You receive a request under clause 20.3, You must promptly arrange for all undertakings to be given.

20.5 The obligations on the parties under this clause 20 will not be breached if information:

- (a) is disclosed by Us to the responsible Minister;
- (b) is disclosed by Us, in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
- (c) is authorised or required by law to be disclosed; or
- (d) is in the public domain otherwise than due to a breach of this clause 20.

20.6 Nothing in this clause 20 limits Your obligations under clause 21 or clause 23.

21 Protection of Personal Information

21.1 Subject to clause 21A, you agree:

- (a) to comply with the Information Privacy Principles when doing any act or engaging in any practice in relation to Personal Information for the purposes of this agreement, as if You were an agency as defined in the Privacy Act; and
- (b) to deal with Personal Information received, created or held by You for the purposes of this agreement only to fulfil Your obligations under this agreement and in accordance with any conditions or restrictions specified in item R.1 of Schedule 1.

21.2 An act done or a practice engaged in by You or a subcontractor to meet (directly or indirectly) an obligation under this agreement:

- (a) is authorised by this clause 21 for the purposes of sub-sections 6A(2) and 6B(2) of the Privacy Act even if the act or practice is inconsistent with a National Privacy Principle or an approved privacy code (as defined in the Privacy Act) that applies to You or the subcontractor; but
- (b) is subject to the other obligations in this agreement including this clause 21.

21.3 In this clause 21, "received" includes "collected".

21A Protection of personal information from 14 March 2014

21A.1 Application of this clause

- (a) This clause 21A applies where You deal with personal information when, and for the purpose of, undertaking the activities under this agreement on and from 14 March 2014.

From 14 March 2014 references in clause 21 to:

- (i) 'clause 21' will include a reference to 'clause 21A';
- (ii) 'Information Privacy Principle' will be replaced with a reference to 'Australian Privacy Principle';
- (iii) 'National Privacy Principle' will be replaced with a reference to 'Australian Privacy Principle';
- (iv) 'approved privacy code' will be replaced with a reference to 'APP privacy policy';
- (v) The following definitions will apply:

the terms 'agency', 'APP privacy policy' and 'Australian Privacy Principles' (APPs) have the same meaning as they have in section 6 of the Privacy Act, and 'personal information', which also has the meaning it has in section 6 of the Privacy Act, means:

'information or an opinion about an identifiable individual, or an individual who is reasonably identifiable, whether the information or an opinion is true or not; and whether the information or opinion is recorded in a material form or not.'

22 Records

22.1 You must make full and accurate Records of the conduct of the Project including progress against the Milestones (if any), the receipt and use of Funding (in accordance with Australian Accounting Standards), the acquisition of Assets and the creation of Intellectual Property Rights in Project Material.

22.2 Subject to Your obligations under clause 21, Records must be retained by You for 7 years after the end of the Project Period.

23 Access to Premises and Records

23.1 You must at all reasonable times give the Auditor-General, the Australian Information Commissioner, the Program Delegate, a member of the Investigations Branch in the Department on production of photo identification, or any person authorised in writing by the Secretary:

- (a) reasonable access to:
 - (i) Your employees and equipment;
 - (ii) premises occupied by You;

- (iii) Material; and
- (b) reasonable assistance to:
 - (i) inspect the performance of the Project;
 - (ii) to locate and inspect Material;
 - (iii) make copies of Material and remove those copies, relevant to the Project.

23.2 The rights referred to in clause 23.1 are subject to:

- (a) the provision of reasonable prior notice to You; and
- (b) Your reasonable security procedures.

23.3 If a matter is being investigated which, in the opinion of a member of the Investigations Branch in the Department, or any person authorised in writing by the Secretary, may involve an actual or apprehended breach of the law, clause 23.2(a) will not apply.

23.4 The requirement for access specified in clause 23.1 does not in any way reduce Your responsibility to perform Your obligations under this agreement.

24 Indemnity and assumption of risk

24.1 You agree to indemnify Us against any:

- (a) loss or liability incurred by Us;
- (b) loss of or damage to Our property; or
- (c) loss or expense incurred by Us in dealing with any claim against Us, including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used, or disbursements paid by Us;

arising from:

- (i) any act or omission by You, or any of Your employees, agents, or subcontractors in connection with this agreement, 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 You or any of Your employees, agents, or subcontractors of obligations or warranties under this agreement;
- (iii) any use or disclosure by You, Your officers, employees, agents or subcontractors of Personal Information held or controlled in connection with this agreement; or
- (iv) the use by Us of the Project Material, including any claims by third parties about the ownership or right to use Intellectual Property Rights, or about moral rights, as defined in the *Copyright Act 1968*, in Project Material.

24.2 Your liability to indemnify Us under this clause 24 will be reduced proportionately to the extent that any fault on Our part contributed to the relevant loss, damage, expense, or liability.

24.3 Our right to be indemnified under this clause 24 is in addition to, and not exclusive of, any other right, power, or remedy provided by law, but We are not entitled to be compensated in excess of the amount of the relevant loss, damage, expense or liability.

24.4 In this clause 24, "fault" means any negligent or unlawful act or omission or wilful misconduct.

Assumption of Risk

24.5 You are fully responsible for the performance of the Project and for ensuring compliance with the requirements of this agreement and will not be relieved of that responsibility because of any:

- (a) involvement by Us or any third party in the performance of the Project
- (b) payment of the Funding made to You on account of the Project; or
- (c) subcontracting of all or part of the Project.

24.6 You accept all risks in respect of, and We do not accept any risk for, the conduct of the Project including all risks of, and associated with the design, construction, and commissioning of the Project, and the risk of the actual cost of the design, construction and commissioning of the Project being greater than anticipated.

25 Conflict of Interest

25.1 You warrant that, to the best of Your knowledge after making reasonable inquiries, at the Date of this Agreement no Conflict exists or is likely to arise in the performance of Your obligations under this agreement.

25.2 If during the term of this agreement, a Conflict arises, or is likely to arise, You must:

- (a) immediately notify Us in writing of that Conflict and of the steps You propose to take to resolve or otherwise deal with the Conflict;
- (b) make full disclosure to Us of all relevant information relating to the Conflict; and
- (c) take steps as We may, if We choose to, reasonably require to resolve or otherwise deal with that Conflict.

25.3 If You fail to notify Us under this clause 25, or are unable or unwilling to resolve or deal with the Conflict as required, We may terminate this agreement under clause 33.

26 Negation of Employment, Partnership and Agency

26.1 You will not, by virtue of this agreement, be or for any purpose be deemed to be Our employees, partners or agents.

26.2 You must not represent Yourself, and must ensure that Your employees, partners, agents or sub-contractors do not represent themselves, as being Our employees, partners or agents.

27 Entire Agreement, Variation and Severance

27.1 This agreement records the entire agreement between the parties in relation to its subject matter.

27.2 Except for action We are expressly authorised to take elsewhere in this agreement, no variation of this agreement is binding unless it is agreed in writing and signed by the parties.

- 27.3 If a court or tribunal says any provision of this agreement has no effect or interprets a provision to reduce an obligation or right, this does not invalidate, or restrict the operation of, any other provision.

28 Waiver

- 28.1 If either party does not exercise (or delays in exercising) any rights under this agreement, that failure or delay does not operate as a waiver of those rights.
- 28.2 A waiver by either party of any rights does not prevent the further exercise of any right.
- 28.3 Waiver of any provision of, or right under, this agreement:
- (a) must be in writing signed by the party entitled to the benefit of that provision or right; and
 - (b) is effective only to the extent set out in the written waiver.
- 28.4 In this clause 28, 'rights' means rights or remedies provided by this agreement or at law.

29 Assignment and Novation

- 29.1 You must not assign Your rights under this agreement without prior written approval from Us.
- 29.2 You agree not to negotiate with any other person to enter into an arrangement that will require novation of this agreement without first consulting Us.

30 Incorporation

- 30.1 If You are a body corporate, You warrant that Your constitution is not inconsistent with this agreement.
- 30.2 You must notify Us If You intend to amend Your constitution in a way which affects Your ability to comply with this agreement.
- 30.3 If You alter Your constitution in a way which affects Your ability to comply with this agreement, We may terminate this agreement under clause 33.

31 Dispute Resolution

- 31.1 Subject to clause 31.3, the parties agree not to commence any legal proceedings in respect of any dispute arising under this agreement, which cannot be resolved by informal discussion, until the procedure provided by this clause 31 has been used.
- 31.2 The parties agree that any dispute arising during the course of this agreement is dealt with as follows:
- (a) the party claiming that there is a dispute will send the other party a written notice setting out the nature of the dispute;
 - (b) the parties will try to resolve the dispute through direct negotiation by persons who they have given authority to resolve the dispute;
 - (c) the parties have 10 business days from the receipt of the notice to reach a resolution or to agree that the dispute is to be submitted to mediation or some alternative dispute resolution procedure; and

if:

- (i) there is no resolution of the dispute;
- (ii) there is no agreement on submission of the dispute to mediation or some alternative dispute resolution procedure; or
- (iii) there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 15 business days of the submission, or extended time as the parties may agree in writing before the expiration of the 15 business days,

then, either party may commence legal proceedings.

31.3 This clause 31 does not apply if:

- (a) either party commences legal proceedings for urgent interlocutory relief;
- (b) action is taken by Us under clauses 5, 23, 32, or 33; or
- (c) an authority of the Commonwealth, a State or Territory is investigating a breach or suspected breach of the law by You.

31.4 Despite the existence of a dispute, both parties must (unless requested in writing by the other party not to do so) continue to perform obligations under this agreement.

32 Termination with Costs and Reduction

32.1 We may, at any time by written notice to You, terminate this agreement in whole or reduce the scope of this agreement without prejudice to the rights, liabilities, or obligations of either party accruing prior to the date of termination. If this agreement is terminated or reduced in scope We will only be liable for:

- (a) payments under the payment provisions of this agreement that were due before the effective date of termination; and
- (b) subject to clauses 32.3 and 32.4, any reasonable costs incurred by You and directly attributable to the termination or partial termination of this agreement.

32.2 Upon receipt of a notice of termination or reduction in scope You must:

- (a) stop work as specified in the notice;
- (b) take all available steps to minimise loss resulting from that termination and to protect Commonwealth Material and Project Material; and
- (c) continue work on any part of the Project not affected by the notice.

32.3 If there is a reduction in scope of the obligations under this agreement, Our liability to pay any part of the Funding will, in the absence of agreement to the contrary, abate proportionately to the reduction in the obligations under this agreement.

32.4 We will not be liable to pay compensation for loss of prospective profits for a termination or reduction in scope under this clause 32 or loss of any benefits that would have been conferred on You had the termination or reduction not occurred.

33 Termination For Default

33.1 We may immediately terminate this agreement by giving written notice to You of the termination if:

- (a) We are satisfied that any statement made in Your application for Funding is

Incorrect, incomplete, false or misleading in a way which may have affected:

- (i) the original decision to approve the Funding;
 - (ii) the terms and conditions of this agreement; or
 - (iii) action taken by Us under this agreement;
- (b) You fail to fulfil, or are in breach of any of Your obligations under this agreement (including but not limited to Your obligations under clauses 2, 9, 17, 25 and 30), and You do not rectify the omission or breach within 10 business days of receiving a notice in writing from Us to do so;
- (c) You are unable to pay all Your debts when they become due;
- (d) If You are an incorporated body:
- (i) You fail to comply with a statutory demand within the meaning of section 459F of the *Corporations Act 2001*;
 - (ii) proceedings are initiated to obtain an order for Your winding up or any shareholder, member or director convenes a meeting to consider a resolution for Your winding up;
 - (iii) You come under one of the forms of external administration referred to in Chapter 5 of the *Corporations Act 2001* or equivalent provisions in other legislation, or an order has been made to place You under external administration; or
 - (iv) notice is served on You or proceedings are taken to cancel Your incorporation or registration or to dissolve You as a legal entity;
- (e) if You are an individual, You become bankrupt or enter into a scheme of arrangement with creditors; or
- (f) You cease to carry on a business relevant to the performance of the Project.

34 - Compliance With Laws and Our Policies

34.1 You must, in carrying out Your obligations under this agreement, comply with:

- (a) all relevant statutes, regulations, by-laws and requirements of any Commonwealth, State, Territory or local authority; and
 - (b) any of Our policies notified by Us to You in writing,
- including those listed in item S of Schedule 1.

35 Applicable Law and Jurisdiction

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

35.2 The parties agree to submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory in respect to any dispute under this agreement.

36 Notices

36.1 A party giving notice under this agreement must do so in writing or by Electronic Communication:

- (a) if given by You, marked for the attention of the Program Delegate specified in item BB of Schedule 2; or
- (b) if given by Us, marked for the attention of the person specified in item T of Schedule 1; and
- (c) hand delivered or sent by pre-paid post or Electronic Communication to the address

of the other party specified in the schedule.

36.2 A notice given under clause 36.1 is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by pre-paid post, 5 business days after the date of posting; or
- (c) if sent by Electronic Communication, at the time that would be the time of receipt under the *Electronic Transactions Act 1999* if a notice was being given under a law of the Commonwealth.

37 Survival of Clauses

37.1 These clauses survive the expiration or earlier termination of this agreement: 4, 5, 6, 9, 13, 15, 16, 17, 18, 19, 20, 21, 0 and 24.

37.2 Clauses 6 and 23 apply during this agreement and for 7 years from the end of this agreement.

38 Interpretation

38.1 In this agreement, unless the contrary intention appears:

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

'Asset' means any item of tangible property purchased or created in whole or in part with the Funds which has a value of over \$50,000 inclusive of GST but does not include Project Material;

'Application' means the document by that title at Attachment B and its associated attachments;

'Auditor-General' means 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;

'Australian Accounting Standards' refers to the standards of that name maintained by the Australian Accounting Standards Board created by section 226 of the *Australian Securities and Investments Commission Act 2001*;

'Australian Auditing Standards' refers to the standards prepared by the Auditing Standards Board of the Australian Accounting Research Foundation and generally accepted audit practices to the extent they are not inconsistent with those standards;

'Australian Information Commissioner' means the Office of the Australian Information Commissioner established under the *Australian Information Commissioner Act 2010* and includes any other entity that may, from time to time, perform the functions of that Office;

'Author' means a person who is an author of any Project Material or Excluded Material for the purposes of Part IX of the *Copyright Act 1968* (Moral Rights);

'Building Code' means the Building Code 2013, a copy of which is available from www.deewr.gov.au/BuildingCode;

'Commonwealth Material' means any Material provided by Us to You for the purposes of this agreement or which is copied or derived from that Material, except for Project Material;

'Completion Date' means:

- a) the date specified in item A of schedule 1;
- b) if no date is specified, the day after You have done all that You are required to do under this agreement to Our satisfaction; or
- c) if this Agreement is terminated, the date of termination.

'Conflict' refers to a conflict of interest, or risk of a conflict of interest, or an apparent conflict of interest arising through You engaging in any activity or obtaining any interest that is likely to interfere with or restrict You in providing the Project to Us fairly and independently;

'Date of this Agreement' means the date written on the signature page of this agreement, and if no date or more than one date is written there, then the date on which this agreement is signed by the last party to do so;

"Designated Use" in respect of a Project means the designated use specified in Item E.1 of Schedule 1;

"Designated Use Period" means the period specified in Item E.2 of Schedule 1;

"Dispose" means to sell, mortgage or encumber, lease or sub-lease, license or sub-license, assign or otherwise transfer or give up ownership or the right to occupy or use, or to enter into an agreement to do any of the preceding acts;

'EIF' means Education Investment Fund

'EIF Advisory Board' means the Advisory Board established under subsection 170(1) of the NBF Act.

'EIF Project Plan' means the document by that title at Attachment A;

'Electronic Communication' has the same meaning as it has in section 5 of the *Electronic Transactions Act 1999*;

'Excluded IPR' means Intellectual Property Rights in the Excluded Material;

'Excluded Material' means any Material specified under the heading 'Excluded Material' in item P of Schedule 1;

'Funding' or 'Funds' means the amount or amounts (in cash or kind) payable by Us under this agreement by Us as specified in item AA of schedule 2, including interest earned on that amount;

'GST' has the same meaning as it has in section 195-1 of the GST Act;

'GST Act' means the *A New Tax System (Goods and Services Tax) Act 1999*;

'Information Privacy Principle' has the meaning given in the Privacy Act;

'Intellectual Property Rights' 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;

'Interest' means interest calculated at an interest rate equal to the general interest charge rate for a day pursuant to section 8AAD of the *Taxation Administration Act 1953*, on a daily compounding basis;

'Material' includes documents, equipment, software (including source code and object code), goods, information and data stored by any means including all copies and extracts of the same;

'Memorandum of Understanding' means the agreement between You and Your partners regarding the development and ongoing maintenance of the infrastructure and the management and shared use of the facility as required in Schedule 1.

'Milestone' means a stage of completion of the Project set out in Attachment A;

'Minister' means the Minister for Education.

'NBF Act' means the *Nation-building Funds Act 2008*;

'Our Confidential Information' means information that:

- a) is described in Item Q of schedule 1;
- b) We identify, by notice in writing to You after the Date of this Agreement, as confidential information for the purposes of this agreement; or
- c) You know or ought to know is confidential to Us.

'Partner' means in respect of a Project the body corporate, if any, responsible for part of the Project as specified in item C of Schedule 1;

'Personal Information' has the same meaning as it has in section 6 of the Privacy Act;

'Privacy Act' means the *Privacy Act 1988*;

'Program' means the part of Our operations specified in item B of schedule 1 under which We are able to give the Funding to You;

'Program Delegate' means the person for the time being performing the duties of the office of the Department specified in item BB of schedule 2 or any other person specified by the Secretary and notified in writing to You;

'Project' means the activity described in item C of schedule 1, and includes the provision of Project Material specified in that item;

'Project Material' means all Material:

- a) brought into existence by or for You for the purpose of performing this agreement, including any material set out in item P.1 of Schedule 1;
- 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); but does not include Excluded Material.

'Project Period' means

- a) the period specified in item F of schedule 1 during which the Project must be completed; or
- b) if this agreement is terminated early, the period ending on the day on which the agreement terminates;

'Property' means means the property on which the Project is to be undertaken and the Designated Use performed, that is set out in item D of Schedule 1 and includes the land, and any buildings, fixtures and other improvements on the land, but does not include

items that would be regarded as fittings or chattels at law;

'Records' includes documents, information and data stored by any means and all copies and extracts of the same;

'Report' means any report or update stipulated in item N of schedule 1 or any other Project Material provided to Us for reporting purposes;

'Secretary' means a person for the time being performing the duties of the office of Secretary to the Department and includes a person designated in writing by the Secretary to exercise any of the Secretary's powers under this agreement;

'Specified Acts' means any of the following acts or omissions by or on behalf of Us:

- a) using, reproducing, adapting or exploiting all or any part of the Project Material, with or without attribution of authorship;
- b) supplementing the Project Material with any other Material;
- c) using the Project Material in a different context to that originally envisaged;

but does not include false attribution of authorship.

'Specified Personnel' means the personnel (whether Your employees or subcontractors), or people with specific skills, specified in item K of schedule 1 as personnel required to undertake the Project or any part of the work constituting the Project;

'Us', 'We' and 'Our' includes the Commonwealth's officers, delegates, employees and agents, and Our successors;

'You' and 'Your' includes, where the context admits, Your officers, employees, agents and subcontractors and Your successors;

'Your Confidential Information' means information that is described in item CC of schedule 2;

38.2 In this agreement, unless the contrary intention appears:

- (a) words in the singular include the plural and vice versa;
- (b) words importing a gender include the other gender;
- (c) a reference to a person includes a partnership and a body whether corporate or otherwise;
- (d) clause headings or words in bold format are inserted for convenience only, and have no effect in limiting or extending the language of provisions;
- (e) all references to dollars are to Australian dollars;
- (f) unless stated otherwise, a reference to legislation is to legislation of the Commonwealth, as amended from time to time;
- (g) an uncertainty or ambiguity in the meaning of a provision of this agreement will not be interpreted against a party just because that party prepared the provision; and
- (h) where a word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning.

38.3 The schedules (and attachments and documents incorporated by reference, if any) form part of this agreement.

38.4 In the event of any conflict or inconsistency between any part of:

- (a) the terms and conditions contained in the clauses of this agreement;
- (b) the schedules

- (c) the attachments, if any;
- (d) documents incorporated by reference, if any,

then the material mentioned in any one of paragraphs (a) to (d) above has precedence over material mentioned in a subsequent paragraph, to the extent of any conflict or inconsistency.

- 38.5 For the avoidance of doubt, no right or obligation in this agreement is to be read or understood as limiting Your rights to enter into public debate or criticism of Us.

Released by SCU under Government Information (Public Access) Act 2009

Schedule 1 Your Obligations

A. Term of agreement (clause 1)

A.1 The Completion Date for this agreement is 30 September 2017.

B. Program (clause 2)

B.1 The Department operates a program known as EIF.

The policy objectives of the EIF Program are to:

- a) transform Australia's knowledge generation and teaching capabilities;
- b) boost participation in tertiary education;
- c) position Australia to meet domestic skills needs now and into the future;
- d) enhance Australia's innovation capacity;
- e) invigorate the growth of Australia's research capabilities; and
- f) enhance Australia's international competitiveness in education and research.

The policy objectives of the Structural Adjustment Fund EIF Component are to:

- improve the financial sustainability and teaching and learning quality of universities
- improve the ability of universities to provide strong higher education outcomes across the country, particularly in regional Australia and outer metropolitan areas;
- improve tertiary education participation and attainment;
- improve access to world class tertiary education infrastructure; and
- build sustainable regional institutions and communities;
- support regional skills needs;
- support research that is integrated with regional teaching and learning or VET needs; and
- develop linkages within regions and connect regions nationally and globally.

The policy objectives of the TLC (HE) are for capital expenditure towards the development of teaching and learning spaces that are physically and technologically appropriate for 21st century approaches to tertiary education.

C. Project (clause 2)

C.1 The Project is entitled: Partners for the Future – Construction of SCU College Headquarters, including a lecture theatre with capacity for over 250 seats, and Roll-out of Personal Learning Environment.

C.2 The Partner in the project is the North Coast TAFE ABN 70 158 535 753.

C.3 The total Funding for the Project from the Education Investment Fund is \$33.353 million. The Funding comprises \$26.781 million from the Structural Adjustment Fund to assist You to construct the SCU College (Building C) and roll-out the IT-based Personal Learning Environment (PLE) and \$6.572 million from the TLC (HE) to assist You to construct a lecture theatre with capacity for over 250 seats in the SCU College (Building C).

C.4 The Project locations include:

- SCU Lismore Campus, Military Road, East Lismore, NSW
- SCU Coffs Harbour Campus – Hogbin Drive, Coffs Harbour, NSW
- SCU Gold Coast Campus – Southern Cross Drive, Billanga, QLD.

- North Coast TAFE Grafton – Clarence Street, Grafton, NSW
- North Coast TAFE Maclean – Wombah Street, Maclean, NSW
- North Coast TAFE Ballina – Burnet Street, Ballina, NSW
- North Coast TAFE Casino – Barker Street, Casino
- North Coast TAFE Kingscliff – Cudgen Road, Kingscliff
- North Coast TAFE Murwillumbah – Murwillumbah Street, Murwillumbah, NSW.

C.5 The Project will

- establish the SCU College to manage the transition into university-level studies for those students who do not meet standard entry requirements or who may otherwise struggle at tertiary studies.
- implement an IT-based Personal Learning Environment (PLE), providing the technological basis for providing students with quality learning experience combining online and face-to-face delivery.
- enable a seamless student experience for students articulating from the College into SCU.

C.6 The Project is made up of the following components:

Project 1 - Roll-out of Personal Learning Environment at all locations.

Grant Funding for Project	\$7,389,000
Recipient's Contribution	\$ nil
Co-Investment	\$ nil
Total Project Cost	\$7,389,000

Project 2 - The construction and fit-out of a the SCU College headquarters (Building C) at the Gold Coast Campus (Southern Cross Drive, Bilinga, Queensland)

Grant Funding for Project - SAF	\$19,392,000
Grant Funding for Project - TLC (HE)	\$6,572,000
Recipient's Cash Contribution	\$ 8,212,000
Recipient's Cash Contribution TLC (HE)	\$ 376,000
Total Project Cost	\$34,552,000

C.7 The roll-out of the Personal Learning Environment will be across all locations and will incorporate fully interactive video-conference fit-outs; audio-visual technologies; refurbishment and upgrades of teaching spaces; the purchase and roll-out of student-centred software and implementation of Unit and Course Management System.

C.8 The SCU College (Building C) will be the construction of 7 storeys with a gross floor area of approximately 9,770 m². The building will incorporate student and staff amenities (including dedicated study space); two floors of flexible teaching spaces for SCU College; one floor for the SCU College headquarters and related services; and one floor to house the PLE Group (including office and collaborative areas) and will be constructed on the SCU Campus at the Gold Coast. Building C will incorporate on the first floor a lecture theatre with capacity of over 250 seats funded under the TLC (HE).

C.9 You must develop Memorandum of Understanding between You and Your Project Partners setting out details relating to the development and ongoing maintenance of the infrastructure and the management and shared use of the SCU College-related IT

initiatives of the Personal learning Environment consistent with Your obligations under this agreement. A copy of the Memorandum of Understanding must be provided to the Department.

C.10 Project Objectives

The Project Objectives are to:

- (a) contribute to the structural adjustment of SCU to position SCU in the new higher education environment assisting with changing its focus, organisation and operations;
- (b) contribute to the long term sustainability of SCU through enrolment growth and improvements in SCU's student retention and success outcomes;
- (c) contribute to improvements in the quality of teaching and learning by developing new associate degrees that provides supportive transition programs for less academically-prepared students;
- (d) contribute to the development of enhanced flexible learning capabilities through an integrated and responsive student support, learning and management system through the IT based Personal Learning Environment;
- (e) contribute to the development of collaborations with North Coast TAFE and Gold Coast Institute of TAFE.

You must:

- a) implement the Project as outlined in the Application documents and agreed EIF Project Plan documents;
- b) ensure that all subcontractors and other Project participants, including Your Project partners will provide the resources and perform the activities required by this agreement as outlined in the Application and the EIF Project Plan.

C.11 Partners for the Future – Construction of SCU College Headquarters and Roll-out of Personal Learning Environment will be managed in accordance with Your obligations set out in this agreement, the provisions set out in the Application, the Memorandum of Understanding and the Use Agreement between You and Your Project partners.

C.12 You must perform all obligations necessary to meet the Milestones set in the EIF Project Plan at Attachment A, Table 1a and Table 1b.

C.13 Project Budget - Attachment A, Table 2 - Outlines the SAF EIF funding (GST exclusive) for the Project.

D. The Property

D.1 Description of the Property

The SCU College will be constructed on the parcel of land commonly known as Southern Cross Drive, Bilinga, Queensland, on Lot 5 of RP 839952 with Title Reference 18287103, at the Gold Coast.

D.2 Use Agreement

- (a) A Use Agreement is not required for the purposes of clause 12.2.

D.3 Minimum requirements to be included in lease or agreement with owner of the Property

- (a) Any lease or agreement entered into by You with the owner of the Property must be registered on the title of the Property and must contain terms to the following effect:

- (i) You will be permitted to assign the benefit of the lease or agreement (including but not limited to any lease or agreement for lease) to Us without the consent of the owner of the Property;
- (ii) You will not be obliged to pay any additional rent as a consequence of the improvement in the value of the Property created by the Project and the value of such improvements will not be taken into account on any rent review; and
- (iii) the term of the lease or agreement ends no earlier than the end of the Designated Use Period.

E. Designated Use (Clause 9.3)

E.1 Designated Use

The Designated Use is as an education teaching facility.

E.2 The Designated Use Period is the period commencing on the Completion Date and expiring ten (10) years after that date,

E.3 Repayment Amount

The repayment amount will be calculated according to the following formula:

$$\text{Repayment} = F - (F \times Y / \text{DUP})$$

where:

F is the total of Grant Funding for the Project (as specified in item C.6) paid by the Department to the Recipient plus any interest earned on the Grant Funding for the Project, but excluding all monies that have been previously recovered from the Recipient by the Department at the date that the formula is applied;

Y is the number of completed years since the commencement of the Designated Use Period (or if the Designated Use Period has not yet commenced Y is zero); and

DUP is the number of years in the Designated Use Period.

F. Project Period (clause 2)

F.1 The Project commences on the Date of this Agreement and must be completed by 31 March 2017.

G. Invoice Requirements (clause 3)

G.1 Invoices forwarded by You must be correctly addressed and include the:

- (a) title of Project;
- (b) Your name and ABN;
- (c) name of Program Delegate;
- (d) agreement number or date of execution;
- (e) fees and expenses to be invoiced (including a description of the deliverables or milestones that the invoice relates to); and
- (f) bank account details for payment of the invoice by electronic funds transfer.

G.2 Where the invoice relates to a taxable supply made under this agreement the invoice must comply with the requirements for a tax invoice, as defined in the GST Act.

H. Bank Accounts (clause 4)

H.1 Funds must be placed in a high interest bearing account and interest earned on the Funds must be:

- (a) expended by You only for the purposes of the Project; and
- (b) reported to Us in accordance with item N of Schedule 1.

I. Acknowledgement and Publication (clause 6)

I.1 In all of Your, or Your subcontractors, relevant publications, promotional materials, activities and statements, You or Your subcontractors must acknowledge that the Project is an initiative of the Australian Government being conducted as part of the Education Investment Fund.

I.2 You must, at Your own cost, install a building plaque on the completed Project and a signage on the building site during the construction period from the commencement to the completion to acknowledge Commonwealth funding. The building plaque and signage on the building site must be in accordance with any requirements specified by Us.

J. Subcontractors and Tenders (clause 7)

J.1 The following statement must be used by You in accordance with clause 7.5:

The Building Code 2013 (Building Code) applies to this project. A copy of the Building Code can be obtained from the following website: www.deewr.gov.au/BuildingCode

It is a condition for participation in this Tender that at the time of lodgement of the expression of interest or tender, the Tenderer must not be precluded from tendering for Australian Government funded building and construction work.

Further, consistent with Section 4.2.2 of the Supporting Guidelines, Funding Entities must not enter into contracts with tenderers who have had an adverse Court or Tribunal decision (not including decisions under appeal) for a breach of workplace relations law, work health and safety law, or workers' compensation law and the tenderer has not fully complied, or is not fully complying, with the order.

K. Specified Personnel (clause 8)

K.1 Not applicable.

L. Assets (clause 9)

L.1 For the purpose of this agreement, Your Assets are:

- (a) The SCU College (Building C) at Southern Cross Drive, Bilanga, Queensland;
- (b) The Personal Learning Environment developed across all project locations.

L.2 You own any Asset acquired with the Funding.

M. Insurance (clause 14)

M.1 You must:

- (a) maintain workers' compensation insurance for an amount required by the relevant State or Territory legislation; and
- (b) maintain public liability insurance for \$10,000,000 (ten million dollars) or more per claim;
- (c) maintain professional indemnity insurance for \$1,000,000 (one million dollars) or more per claim;
- (d) maintain insurance for all Assets purchased from the Funds sufficient to enable;

- replacement of the Asset and claims arising from the use of the Assets;
- (e) maintain product liability insurance for products and goods (if applicable); and
- (f) ensure that all Project participants and subcontractors hold appropriate insurances.

N. Reporting (clause 17)

N.1 You must, in accordance with clause 17 of this agreement, provide Progress Reports, Annual Progress Reports and a Final Report that are acceptable to Us. The contents of the Progress Reports; Annual Progress Reports and the Final Report are set out in Attachment A, Table 1. You must provide them in a format agreed by Us beforehand. The Reports must be provided to Us on the due dates set out in Attachment A, Table 1a and Table 1b.

N.2 Progress Reports in any year should provide a brief overview of progress over the reporting period and must include, but is not limited to, the following:

- a) a description of the progress made by You on the Project against any applicable milestones as set out in the relevant Project including photographs if applicable.
- b) any confidential information should be clearly identified as such and presented in a separate attachment.
- c) a financial statement on the expenditure of the Project for the reporting period, including:
 - i. expenditure of Commonwealth EIF funding; and
 - ii. total expenditure.
- d) for the first Progress Report only and at the commencement stage, an estimate of the number of jobs supported by the Project based on an estimate of the average daily number of on-site workers for the duration of the Project, in three categories:
 - i. total number of jobs;
 - ii. apprentices; and
 - iii. Indigenous. (Statistics on apprentices and Indigenous can be reported at a later stage if not available at the initial stage of the Project.)
- e) key risks - exception reporting, if the Project is not on track.

N.3 Each Annual Progress Report should provide an accurate description, including a description of the Project activities, and the overall Project status for each reporting period, assessed against the EIF Project Plan in a format that is agreed by Us beforehand. Each Annual Progress Report must include, but must not be limited to, the following:

- a) an overview of the status of the Project, addressing, for instance, highlights, difficulties or breakthroughs.
- b) a description of the activities undertaken, including a discussion of unexpected or unusual activities.
- c) a description of the progress made by You on the Project including photographs if applicable against the milestones set out in the relevant EIF Project Plan, including discussion of agreed milestones not fully met and the explanations for this;
- d) discussion of any deviations from the EIF Project Plan, including:
 - i. additional activities undertaken (nature of activities, reason for undertaking the activities, realised or expected benefits from the additional activities);
 - ii. agreed activities not completed and an explanation why they were not completed; and
 - iii. remedial action proposed, including timeframes.
- e) a discussion of the level of cash and in-kind co-investment received against expected levels.
- f) an audited financial statement, as set out in clause 17, of actual versus planned

income and expenditure for the Project, including:

- i. expenditure of Commonwealth EIF funding; and
- ii. total expenditure.
- g) key risks - exception reporting, if the Project is not on track.
- h) any confidential information should be clearly identified as such and presented in a separate attachment.

N.4 The Final Report must include the following:

- a) copies of all relevant certificates of completion in relation to the construction of the building and documentation demonstrating that the building meets the regulatory requirements of the state or territory and local government for its location;
- b) a report on Your attainment of the Project Milestones including photographs, if applicable.
- c) an audited financial statement, as set out in clause 17, of actual versus planned income and expenditure of the whole Project, including:
 - i. expenditure of Commonwealth EIF funding including interest earned on the funding; and
 - ii. total expenditure.
- d) a discussion of the expected future usage of the building, as well as the terms of usage, including access terms and pricing (as appropriate).
- e) a discussion of the expected future trends in the use of the building as appropriate.
- f) a discussion of the SAF Project Outcomes covering the period from the project commencement to the project completion of the Structural Adjustment Fund Project and must contain, at a minimum:
 - i. a report describing the objectives and outcomes achieved as a result of the SAF Project; and
 - ii. copies of any published reports, pamphlets or other documentation relevant to the Project which has not already been included in Progress Reports.

N.5 The Reports and any notice provided by You to Us must be submitted in hard copy and electronically in PDF format.

O. Commonwealth Material (clause 18)

O.1 Not applicable.

P. Project Material (clause 19)

P.1 Project Material means all Material brought into existence for the purpose of performing this agreement, including:

- a) the Application;
- b) the agreed EIF Project Plan;
- c) Memorandum of Understanding between Project Partners; and
- d) Reports.

P.2 Excluded Material – not applicable.

Q. Confidential Information (clause 20)

Q.1 Not applicable.

R. Protection of Personal Information (clause 21)

R.1 No conditions or restrictions.

S. Compliance with Laws and Policies (clause 34)

Compliance with Laws

S.1 You acknowledge that:

- (a) You may have obligations under the *Workplace Gender Equality Act 2012* and You must comply with those obligations;
- (b) when dealing with Your employees, You 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*;
- (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 the performance of this agreement (other than a person to whom You are 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 this agreement, 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 performing this agreement is an offence under Part 10.7 of the *Criminal Code* which may attract a substantial penalty, including imprisonment;
- (g) You are aware of the provisions of section 79 of the *Crimes Act 1914* relating to official secrets;
- (h) You are aware of Your obligations under Part 4 of the *Charter of United Nations Act 1945* and the *Charter of United Nations (Dealing with Assets) Regulations 2008*;

Note: more information about the Charter of United Nations Act and the Charter of United Nations (Terrorism and Dealing with Assets) Regulations is available at http://www.dfat.gov.au/icat/UNSC_financial_sanctions.html.

- (i) You may be subject to the provisions of the *Competition and Consumer Act 2010* and the *Archives Act 1983*.

Compliance with Policies

S.2 You must:

- (a) when using Our premises or facilities (including information systems), comply with Our directions and procedures relating to occupational health and safety, environmental management and security (which you acknowledge may change during the term of this agreement); and
- (b) ensure that any person who will have access to official secrets within the meaning of section 79 of the *Crimes Act 1914* signs an acknowledgment that he or she is aware of the provisions of that section;
- (c) when dealing with Your employees, You must comply with Our policies on employment, including the *Fair Work Act 2009 and related legislation*, and obligations under relevant occupational health and safety laws.

Building Code 2013 and Supporting Guidelines

In these clauses:

- (d) 'the Supporting Guidelines' means the Supporting Guidelines for Commonwealth Funding Entities. The Supporting Guidelines can be downloaded from www.deewr.gov.au/BuildingCode;
- 'the Program Expenditure' means the funding provided by the Commonwealth for the Project;
- 'the Project Parties' means all contractors, subcontractors, consultants and employees who perform on site work in relation to the Project;
- 'the Project' means the works to be executed through the Program Expenditure.

Where the Program Expenditure specifically relates to building and construction activity, subject to the thresholds specified in the Guidelines, You must comply and ensure that the Project Parties comply with the Building Code.

The Building Code requires You to ensure that:

- (e) all requests for tender, expressions of interest, submissions and invitations to join Common Use Arrangements in relation to the Project made by You, or any of the Project Parties, contain the commitment to apply the Building Code as set out in the model tender documents for the Code; and
- (f) all contracts entered into in relation to the Project by You, or any of the Project Parties, contain the commitment to apply the Building Code as set out in the model contract clauses.

You must maintain adequate records of Your, and each of the Project Parties' compliance, with the Building Code. You must permit the Commonwealth and those authorised by the Commonwealth, including a person occupying a position in the Fair Work Building Industry Inspectorate, full access to the premises and Your and the Project Parties' records to:

- (g) inspect any work, material, machinery, appliance, article or facility;
- (h) inspect and copy any record relevant to the Project and works governed by this agreement; and
- (i) interview any person

as is necessary to monitor compliance with the Building Code.

Additionally, You agree that You, and each of the Project Parties will agree to a request from the Commonwealth, including a person occupying a position in the Fair Work Building Industry Inspectorate, to produce a specified document within a specified period, in person, by fax or by post.

The Commonwealth and those authorised by it, may publish or otherwise disclose information in relation to Your and the Project Parties' compliance with the Building Code. You must obtain the consent of the Project Parties to the publication or disclosure of information under this item S.

While acknowledging that value for money is the core principle underpinning decisions on government procurement, when assessing tenders You may preference contractors, subcontractors and consultants that have a demonstrated commitment to:

- (j) adding and/or retaining trainees and apprentices;
- (k) increasing the participation of women in all aspects of the industry; or
- (l) promoting employment and training opportunities for Indigenous Australians in regions where significant Indigenous populations exist.

You must not appoint a contractor, subcontractor or consultant in relation to the Project where:

- (m) the appointment would breach a sanction imposed by the Minister for Employment and Workplace Relations; or
- (n) the contractor, subcontractor or consultant has had a judicial decision against them relating to employee entitlements, not including decisions under appeal, and has not paid the claim.

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Australian Government Building and Construction OHS Accreditation Scheme (the Scheme)

In this section,

'The Scheme' means the Scheme described at Section 35 of the *Fair Work (Building Industry) Act 2012*.

'Builder' has the meaning given in section 35(8) of the *Fair Work (Building Industry) Act 2012*.

'Building Work' has the meaning given in section 5 of the *Fair Work (Building Industry) Act 2012*.

Under the *Fair Work (Building Industry) Act 2012*, only persons who are accredited under the Scheme are able to contract for Building Work that is "indirectly funded" by the Australian Government where:

- (o) the value of the Australian Government contribution to the project is at least \$5 million and represents at least 50 per cent of the total construction project value; or
- (p) the Australian Government contribution to a project is \$10 million or more, irrespective of the proportion of Australian Government funding.

The Scheme is established by the *Fair Work (Building Industry) Act 2012* and the *Fair Work (Building Industry - Accreditation Scheme) Regulations 2005* (the Accreditation Scheme Regulations).

Subject to the exclusions specified in the Accreditation Scheme Regulations,

- (q) the application of the Scheme is a condition of this funding; and
- (r) all head contracts for building work under the Project that are valued at \$3 million or more must:
 - i. be notified by You to the Office of the Federal Safety Commissioner at the earliest possible opportunity (that is, when approaching the market); and
 - ii. contain a requirement that the builder:
 - a. is accredited under the Scheme;
 - b. maintains Scheme accreditation for the life of the contract; and
 - c. must comply with all conditions of the Scheme accreditation.

T. Notices (clauses 8 and 36)

T.1 The person who can accept notices for You is:

Name: Mr Travis Walker, Executive Director, Financial and Human Resources, Southern Cross University

Office Address: Military Drive, East Lismore, NSW, 2480.

Postal Address: PO Box 157, Lismore, NSW 2480

Phone: 02 6620 3731

Email: travis.walker@scu.edu.au

Schedule 2 Our Obligations

AA. Funding (clause 3)

AA.1 The total Funding for the Project is \$33.353 million (GST exclusive) payable in accordance with item AA.3 of Schedule 2, as set out in the EIF Project Plan at Attachment A, Table 1a and Table 1b.

AA.2 On the basis that payments under this agreement are of a funding nature, are to a government-related entity for GST purposes, are covered by an appropriation under Australian law and satisfy the requirement set out in sub-section 9-17(3)(c) of the *A New Tax System (Goods and Services Tax) Act 1999 (GST Act)*, the parties rely on subsection 9-17(3) of the GST Act for the payments not being consideration for any supply and for no GST being imposed by reference to them.

AA.3 Subject to acceptance by Us, in our sole opinion, that the relevant Progress Reports, Annual Progress Reports or the Final Report represent satisfactory performance in the conduct of the Project, the date for payment is 30 days after the receipt by Us of a correctly rendered invoice and notification by Us to You that the relevant report has been accepted and after the delivery of the Project or part of the Project to which the payment relates.

BB. Program Delegate (clauses 15 and 36)

BB.1 The Program Delegate is:

Name: Ms Ditta Zizi, Branch Manager, Research and Higher Education Infrastructure Branch or the employee of the Department from time to time occupying or performing the duties of that position.

Office Address: Level 7, 50 Marcus Clarke Street, Canberra City, ACT, 2601

Postal Address: GPO Box 9880, Canberra City, ACT, 2601

Email: EIF@education.gov.au

CC. Your Confidential Information (clause 20)

CC.1 None specified.

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THIS AGREEMENT is made on the 2 day of May 2014
SIGNED for and on behalf of
THE COMMONWEALTH OF AUSTRALIA
by Ms Ditta Zizi
the Branch Manager
Research and Higher Education Infrastructure Branch
of Research and Strategy Group
of the Department of Education

In the Presence of:

Uma Maphillamy
WITNESS

Uma Maphillamy, Public Servant
Full name and occupation or profession of witness (Please print)

SIGNED BY

Professor Peter Lee
Vice-Chancellor
Southern Cross University

In the Presence of:

Margaret Best
WITNESS

NICOLA MARGARET BEST, EXECUTIVE ORACLE 17/4/2014
Please print full name and occupation or profession of witnesses above.

ATTACHMENTS TO FUNDING AGREEMENT

ATTACHMENT A

Structural Adjustment Fund EIF – Project Plan, including the Teaching and Learning Capital Fund (Higher Education) project component

Institution Name: Southern Cross University

Project Name: Partners for the Future – Construction of SCU College Headquarters and Roll-out of Personal Learning Environment

Project Description

The Project is entitled: Partners for the Future – Construction of SCU College Headquarters and Roll-out of Personal Learning Environment.

The Project locations include:

SCU Lismore Campus, Military Road, East Lismore, NSW
SCU Coffs Harbour Campus – Hogbin Drive, Coffs Harbour, NSW
SCU Gold Coast Campus – Southern Cross Drive, Billang, QLD.
North Coast TAFE Grafton – Clarence Street, Grafton, NSW
North Coast TAFE Maclean – Wombah Street, Maclean, NSW
North Coast TAFE Ballina – Burnet Street, Ballina, NSW
North Coast TAFE Casino – Barker Street, Casino
North Coast TAFE Kingscliff – Cudgen Road, Kingscliff
North Coast TAFE Murwillumbah – Murwillumbah Street, Murwillumbah, NSW.

The Project will:

- establish the SCU College to manage the transition into university-level studies for those students who do not meet standard entry requirements or who may otherwise struggle at tertiary studies
- implement an IT-based Personal Learning Environment (PLE), providing the technological basis for providing students with quality learning experience combining online and face-to-face delivery
- which will enable a seamless student experience for students articulating from the College into SCU.

The Project is made up of the following components:

Project 1 - Roll-out of Personal Learning Environment at all locations.

The roll-out of the Personal Learning Environment will be across all project sites and will incorporate fully interactive video-conference fit-outs; audio-visual technologies; refurbishment and upgrades of teaching spaces; the purchase and roll-out of student-centred software and implementation of Unit and Course Management System.

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Project 2 - The construction and fit-out of a the SCU College headquarters (Building C) at the Gold Coast Campus (Southern Cross Drive, Billina, Queensland)

The SCU College (Building C) will be a 7 storey construction with a gross floor area of approximately 9,770 m². The building will incorporate student and staff amenities (including dedicated study space); two floors of flexible teaching spaces for SCU College; one floor for the SCU College headquarters and related services; and one floor to house the PLE Group (including office and collaborative areas) and will be constructed on the SCU Campus at the Gold Coast. Building C will incorporate on the first floor comprising a lecture theatre funded under the Teaching and Learning Capital Fund (HE).

Table 1a and 1 b: Schedule of Milestones, Budget for Expenditure and Reporting Requirements

Table 1a – Attached, sets out the Schedule of Milestones, Budget for Expenditure and Reporting Requirements for Construction of SCU College headquarters, Building C, Gold Coast.

Table 1b – sets out the Schedule of Milestones, Budget for Expenditure and Reporting Requirements for the PLE Project – see Deed of Variation signed 3 May 2014.

Table 2: Payments as agreed by the Commonwealth in each Financial Year

Table 2 – Attached, set out the funding for the project.

Note: The funding profile in Table 2 has been approved by the Australian Government and as such, neither timing nor quantum of payment is negotiable.

Recipient Project Contact:

Name: Travis Walker

Position: Executive Director, Financial and Human Services,
Southern Cross University

Address: PO Box 157, Lismore, NSW, 2480.

Email Address: travis.walker@scu.edu.au

Phone number: 02 6620 3731

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SAF EIF Project Plan for Southern Cross University – Construction of SCU College Headquarters, Building C, Gold Coast
Incorporating TLC (HE) Theatre Element
Milestone Schedule – Attachment A Table 1

Planned Project Milestone	Expected Completion Date of Milestone	Evidence of Completion of Project Milestone	Progress Report Period	Progress Report Due Date	EIF Payment on completion of Project Milestone (\$)	Anticipated Payment Date (if applicable)	Investment, Co-investment or Partnership (\$)(b)	Total Funding (\$)(a) + (b)
Project Milestone 1-9			Completed – see previous project plan and progress report		3,704,000 (SAF) 6,572,000 (TLC) 95,329 (Interest)	SAF Paid TLC Paid	272,000 Uni TLC (HE) Paid	10,823,329
Project Milestone 10 GCAL Board approved draft MDP Submission of Exposure Draft of Master Development Plan (MDP) to Dept of Infrastructure Design Work for Building C and Lecture Theatre	31 March 2014	Confirmation MDP approved by GCAL Board Confirmation MDP draft submitted to Dept of Infrastructure for comment Update on design work	1 January – 31 March 2014	30 April 2014				
Milestone 11 Submission of final MDP Documentation Work Building C and Lecture Theatre	30 June 2014	Confirmation MDP submitted for consultation and review Update on progress of design work	1 April – 30 June 2014	31 July 2014				

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Planned Project Milestone	Expected Completion Date of Milestone	Evidence of Completion of Project Milestone	Progress Report Period	Progress Report Due Date	EIF Payment on completion of Project Milestone (\$)	Anticipated Payment Date (if applicable)	Investment, Co-investment or Partnership (\$)	Total Funding (\$)
Annual Report	30 June 2014	Annual Report	1 July 2013 – 30 June 2014	31 October 2014				
Project Milestone 12 Master Development Plan – review and consultation	30 September 2014	Update on consultation process for MDP	1 July 2014 – 30 September 2014	31 October 2014				
Re-verification of "fully documented" specifications of Design Documents		Confirmation of Design documents re-verification						
Project Milestone 13 MDP Approval	31 December 2014	Copy of approved MDP	1 October – 31 December 2014	31 January 2015				
Re-verification of cost estimates		Confirmation of project cost estimates						
Project Milestone 14 Tender Process	31 March 2015	Tender committee and University approval	1 January – 31 March 2015	30 April 2015	5,093,000	June 2015	608,000 (SAF) SCU Cash 104,000 (TLC) SCU Cash	5,805,000
Appoint Contractor		Letter of Appointment						
Project Milestone 15 Preliminaries Ground Works, Civil and substructure Complete	30 June 2015	Sign off by Quantity Surveyor; photographic report	1 April – 30 June 2015	31 July 2015				

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Planned Project Milestone	Expected Completion Date of Milestone	Evidence of Completion of Project Milestone	Progress Report Period	Progress Report Due Date	EIF Payment on completion of Project Milestone (\$)	Anticipated Payment Date (if applicable)	Investment, Co-investment or Partnership (\$) (b)	Total Funding (\$)
Project Milestone 16 Poured Level 1-4 Structure and Slab	30 September 2015	Sign off by Quantity Surveyor; photographic report	1 July - 30 September 2015	31 October 2015				
Annual Report		Annual Report	1 July 2014 - 30 June 2015	31 October 2015				
Project Milestone 17 Poured Level 5-7 Structure and Slab	31 December 2015	Sign off by Quantity Surveyor; photographic report	1 October - 31 December 2015	31 January 2016	5,595,000	March 2016	7,604,000 (SAF) Cash SCU	13,199,000
Roofing and Plant areas completed								
Building mainly watertight								
Project Milestone 18 Complete First Stage Building Installation comprising all mechanical and essential service installation and sealing works.	31 March 2016	Sign off by Quantity Surveyor; photographic report	1 January - 31 March 2016	30 April 2016	5,000,000	May 2016		5,000,000
Project Milestone 19 Building Services Installation	30 June 2016	Sign Off Quantity Surveyor; photographic report	1 April - 30 June 2016	31 July 2016				
Completed Internal Fit-out								
External Works Completed								

Planned Project Milestone	Expected Completion Date of Milestone	Evidence of Completion of Project Milestone	Progress Report Period	Progress Report Due Date	EIF Payment on completion of Project Milestone (\$)	Anticipated Payment Date (if applicable)	Investment, Co-investment or Partnership (\$)	Total Funding (\$)
Practical Completion (Construction)								
Annual Report		Annual Report	1 July 2015 – 30 June 2016	31 October 2016				
Project Milestone 20 Complete Second Stage Building Services Installation comprising internal walls lighting etc.	30 September 2016	Sign off by Quantity Surveyor; photographic report	1 July – 30 September 2016	31 October 2016				
External Works Completed								
Project Milestone 21 Complete Internal FF&E Fit-out	31 December 2016	Sign off by Quantity Surveyor; photographic report	1 October – 31 December 2016	31 January 2017				
Project Milestone 22 Practical Completion (Occupation)	31 March 2017	Certificate of Practical Completion	1 January – 31 March 2017	30 April 2017				
Final Report	31 August 2017	Certificate of Occupancy	Project Commencement to Completion	30 September 2017				
Project Funding (SAF)					19,392,000		8,212,000	27,604,000
Project Funding TLC (HE)					6,572,000		376,000	6,948,000
Total Project Funding					25,964,000		8,588,000	34,552,000

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SAF EIF Project Plan for Southern Cross University: Construction of SCU College Headquarters, Building C, Gold Coast
TLC (HE) Project – Construction of a Lecture Theatre is incorporated in this project

Budget – Attachment A Table 2

SAF Funding

Financial Year	EIF Funding \$	Institution In Kind Funding \$	Institution Cash Contribution \$	Other Contributions \$	Total \$
2011-12 FY	3,704,000	Nil	Nil	Nil	3,704,000
2012-13 FY	Nil	Nil	Nil	Nil	Nil
2013-14 FY	Nil	Nil	272,000 (TLC)	Nil	272,000
2014-15 FY	5,093,000	Nil	608,000 (SAF)	Nil	5,805,000
2015-16 FY	10,595,000	Nil	104,000 (TLC)	Nil	18,199,000
Total	19,392,000	Nil	8,588,000	Nil	27,980,000

TLC (HE) Funding

Financial Year	TLC (HE) \$	Institution In Kind Funding \$	Institution Cash Contribution \$	Other Contributions \$	Total \$
2010-11 FY	6,572,000	Nil	376,000	Nil	6,948,000

Budget – Project Components – EIF Funding

Project Component	2010-11 \$	2011-12 \$	2012-13 \$	2013-14 \$	2014-15 \$	2015-16 \$	Total \$
Component 1 - PLE		889,000	3,500,000	Nil	3,000,000		7,389,000
Component 2 – Building C		3,704,000	Nil	Nil	5,093,000	10,595,000	19,392,000
Total SAF		4,593,000	3,500,000	Nil	8,093,000	10,595,000	26,781,000
TLC (HE) – Building C	6,572,000						6,572,000
Total EIF Funding							33,353,000
Total EIF Funding – Building C							25,964,000

SAF EIF Project Plan for Southern Cross University – Partners for the Future – Personal Learning Environment Project – EIF Component

Milestone Schedule – Attachment A Table 1

Planned Project Milestone	Expected Completion Date of Milestone	Evidence of Completion of Project Milestone	Progress Report Period	Progress Report Due Date	EIF Payment on completion of Project Milestone (\$ (a))	Anticipated Payment Date (if applicable)	Investment, Co-Investment or Partnership (\$ (b))	Total Funding (\$ (a) + (b))
Project Milestone 1- 9	31 Dec 2013		Completed – see previous project plan and progress reports		4,389,000 (SAF) 244,508 (Interest)			4,633,508
Project Milestone 10	31 March 2014	Progress report submission	1 January to 31 March 2014	30 April 2014				
Data Centre Update on Approval Process for Data Centre								
Upgrade of College Spaces – IT, AV and VC fit out - Lismore and Coffs Harbour Update progress on upgrade of teaching spaces at Lismore and Coffs Harbour								
Fitout of lecture theatre at Lismore								
Upgrade of NCIT College Spaces – IT, AV and VC fit out at 6 NCT sites		Confirmation of sites upgraded photographic evidence, agreements with NCT (as required)						
Progress on upgrade of teaching spaces at NCT campuses		Project Completed						
Unit and Course Management Systems								
Student Centred								

2013
PLC

Planned Project Milestone	Expected Completion Date of Milestone	Evidence of Completion of Project Milestone	Progress Report Period	Progress Report Due Date	EIF Payment on completion of Project Milestone (\$ (a))	Anticipated Payment Date (if applicable)	Investment, Co-Investment or Partnership (\$ (b))	Total Funding (\$ (a) + (b))
Software Update progress Project Milestone 11	30 June 2014	Progress report submission	1 April to 30 June 2014	31 July 2014				
Data Centre Update on Approval Process for Data Centre								
Upgrade of College Spaces – IT, AV and VC fit out – Lismore and Coffs Harbour								
Update progress on fitout of Lecture Theatre at Lismore								
Upgrade of NCIT College Spaces – IT, AV and VC fit out at 6 NCT sites		Confirmation of sites upgraded photographic evidence, agreements with NCT (as required)						
Progress on upgrade of teaching spaces at NCT campuses								
Unit and Course Management Systems		Project Completed						
Student Centred Software								
Update progress Annual Report			1 July 2013 to 30 June 2014	31 October 2014				
Project Milestone 12	30 September 2014	Progress report submission	1 July to 30 September 2014	31 October 2014	3,000,000	November/December 2014		3,000,000
Data Centre		Confirmation of						

003
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Planned Project Milestone	Expected Completion Date of Milestone	Evidence of Completion of Project Milestone	Progress Report Period	Progress Report Due Date	EIF Payment on completion of Project Milestone (\$ (a))	Anticipated Payment Date (if applicable)	Investment, Co-investment or Partnership (\$ (b))	Total Funding (\$ (a) + (b))
Update Approval by Airport Building Controller; Contract signed with RITTAL for construction of data centre		approval order or signed contract.						
Upgrade of College Spaces - IT, AV and VC fit out - Lismore and Coffs Harbour								
Update progress Fitout of Lecture theatre at Lismore								
Upgrade of NCIT College Spaces - IT, AV and VC fit out at 6 NCIT sites		Confirmation of sites upgraded Photographic evidence, agreements with NCIT (as required)						
Progress on upgrade of teaching spaces at NCIT campuses								
Unit and Course Management Systems		Project Completed						
Student Centred Software Completion of Project		Confirmation of Completion						
Project Milestone 13	31 December 2014	Progress report submission	1 October to 31 December 2014	31 January 2015				
Data Centre Update Site Preparation		Confirmation site preparation commenced						

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Planned Project Milestone	Expected Completion Date of Milestone	Evidence of Completion of Project Milestone	Progress Report Period	Progress Report Due Date	EIF Payment on completion of Project Milestone (\$ (a))	Anticipated Payment Date (if applicable)	Investment, Co-investment or Partnership (\$ (b))	Total Funding (\$ (a) + (b))
commenced		photographic evidence						
Upgrade of College Spaces – IT, AV and VC fit out – Lismore and Coffs Harbour Project Completed		Confirmation of teaching space upgrades and lecture theatre fitouts completed Photographic evidence						
Upgrade of NCT College Spaces – IT, AV and VC fit out at 6 NCT sites Upgrades completed Student Centred Software Completion of Project		Confirmation upgrades at NCT completed Project Completed						
Project Milestone 14	31 March 2015	Progress report submission	1 January to 31 March 2015	30 April 2015				
Data Centre Update Delivery and installation of Data Centre and commissioning of services		Confirmation of installation and operation; Photographic evidence						
Upgrade of College Spaces – IT, AV and VC fit out – Lismore and Coffs Harbour		Project Completed						
Upgrade of NCT		Project						

PLC 003

Planned Project Milestone	Expected Completion Date of Milestone	Evidence of Completion of Project Milestone	Progress Report Period	Progress Report Due Date	EIF Payment on completion of Project Milestone (\$ (a))	Anticipated Payment Date (if applicable)	Investment, Co-investment or Partnership (\$ (b))	Total Funding (\$ (a) + (b))
College Spaces ~ IT, AV and VC fit out at 6 NCT sites Upgrades completed Unit and Course Management Systems Student Centred Software Completion of Project		completed						
Project Completed	30 June 2015							
Project Milestone 15 Final Report	31 August 2015	Final Report on all project components		30 September 2015				
Total Project Funding					7,389,000			7,389,000

SAF EIF Project Plan for Southern Cross University: Partners for the Future - Personal Learning Environment EIF Component

Budget – Attachment A Table 2

Budget – Project Components – SAF EIF Funding

Project Component	2011-12 \$m	2012-13 \$m	2013-14 \$m	2014-15 \$m	2015-16	Total \$m
Component 1 – PLE	889,000	3,500,000	nil	3,000,000	nil	7,389,000
Component 2 – Building C	3,704,000	nil	nil	5,093,000	10,595,000	19,392,000
Total	4,593,000	3,500,000		8,093,000	10,595,000	26,781,000

PLL 2013

Released by SCU under Government Information (Public Access) Act 2009

Commonwealth of Australia
Department of Education, Employment and Workplace Relations

Higher Education Support Act 2003

CAPITAL DEVELOPMENT POOL

Southern Cross University

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 CONDITIONS ON WHICH A
GRANT IS MADE

PART A OF ANNEXURE: DETAILS OF GRANT

PART B OF ANNEXURE: CONDITIONS OF GRANT

August 2011

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PART A OF ANNEXURE: DETAILS OF GRANT

1. The Recipient is "Southern Cross University".
2. Project

The Project is entitled: "Asia Pacific Football Institute – Stage 1"

Southern Cross University (SCU) is planning to create the Asia Pacific Football Institute (APFI). The APFI will link in closely with Football Federation Australia, other high quality educational providers and entail internationally renowned skills program collaboration with Barcelona Football Club.

The purpose of the funds is to design and construct physical infrastructure facilities – Comprising a stage one development of the site that will include all major civil design and earthworks including in the preparation the raising the proposed site areas for the artificial pitches to above the 1:100 year flood parameters. This will allow for the provision of one high quality Artificial pitch, fully lit and two grass pitches; and include an amenities area catering for both male and female players and their changing and ablution requirements with a floor area of approximately 100m² in total.

The facility is to be located on Military Rd in Lismore, NSW 2480, with construction scheduled to commence (subject to local planning regulations) in August 2011 and be completed December 2011. A key timeline risk is the local planning process, which is dependent on local and state government to ratify zoning. All milestones are based on local council communicating the Local Environmental Plan (LEP) to be complete by August 2011.

Business modelling and market research has indicated the facility will engage domestic and international players and coaches and fill significant gaps in regional game development. SCU and TAFE will value add to the skills program by teaching a range of football related managerial, social and science based subjects thus creating an Institute with clear competitive advantage in the Asia Pacific region. It is forecast the Institute will be a net exporter of education and will bring significant regional benefits in terms of economic, social and cultural gain.

The APFI will provide a new Football Diploma course with articulation arrangements to SCU undergraduate degrees and provide new unit offerings for SCU students in Bachelor of Sport and Exercise Science (BSES), Bachelor of Business (BBus) Bachelor of Business Administration (BBA) programs.

Completion Date	Project Milestones
Ongoing 2011	Milestone 1: Academic development and Preliminary facility design • Academic programs scoped and developed • Principal consultant and cost consultant engaged • Land allocation documented
July 2011	Milestone 2: Architectural and engineering specifications and drawings completed and approved. Tender issued and approved by University Council.
August 2011	Milestone 3: DA approved and Contractor appointed. Civil construction commenced.
Mid-October 2011	Milestone 4: Civil construction completed for site.
November 2011	Milestone 5: Artificial pitch construction complete, footings and lighting installed
December 2011	Milestone 6: Amenities provided

3. **Grant Amount**

- (a) **2011 ("Year 1"):** The sum of \$ 2.5 million, payable in the amounts and at the times specified below:

Payment No.	Amount	Payable
1.	\$1.0 million	August 2011
2.	\$1.5 million	November 2011
Total:	\$2.5 million	

4. **Reporting**

a) **Progress Reports**

Progress Report(s) are due:

- (i) If the Project is not completed by 31 December 2011, on each 31 January (covering the period from commencement date to 31 December) and each 31 July (covering the period from commencement date to 30 June) until the Project is completed.

and:

- (i) If the project is completed by 31 December 2011, no progress reports are required.

b) **Final Report**

The Final Report, covering the period from the commencement of the Project to the achievement of the final Project Milestone in item 2 is due on the later of the two following dates:

- (i) **31 January 2012;** or
(ii) thirty days after the date on which the final Milestone is achieved.

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PART B OF ANNEXURE: CONDITIONS OF GRANT

Southern Cross University

MEANING OF WORDS

In this part B of the Annexure:

"Act" means the *Higher Education Support Act 2003*;
"Annexure" means the annexure to the Minister's delegate's determination referred to in clause 1.3, of this Part B of the Annexure;
"Auditor-General" means 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, or any person occupying an equivalent position in a State or Territory;
"Available Material" means the Reports and the Third-party Material;
"Conditions of Grant" means these conditions of grant;
"Department" or "DEEWR" means the Commonwealth Department of Education, Employment and Workplace Relations;
"Grant" means the grant referred to in Part A of this Annexure;
"Intellectual Property Rights" or "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", means item X of Part A;
"Material" means any document, software (including source code and object code), or information or data stored by any means;
"Milestones" means the project milestones specified in item 2;
"Minister" means the Commonwealth Minister for Education;
"Part A" means part A of this Annexure;
"personal information" has the same meaning as it does in the *Privacy Act*;
"Privacy Act" means the *Privacy Act 1988*;
"Project" means the project specified in item 2 of Part A of this Annexure;
"Recipient" means the body corporate specified in item 1 of Part A of this Annexure;
"Reports" means the Progress Reports and the Final Report referred to in item 4 of Part A of this Annexure and in clauses 3 and 5 of Part B of this Annexure;
"Scheme" means the Australian Government Building and Construction OHS Accreditation Scheme;
"Secretary" means the Secretary of the Department;
"Third-party IPRs" means the IPRs in any Third-party Material; and
"Third-party Material" means any Material incorporated or supplied with the Reports in which the IPRs are owned by a third party alone or jointly with any other party (including the Recipient); and
"Year" means the year specified in item 3.

1. PREAMBLE

1.1 Under Division 41 of the Act, the Commonwealth may make grants to certain higher education providers (referred to in the Act as "Table A providers" or "Table B providers") to support the providers' capital development projects, being the purpose specified in item 5 of the table in subsection 41-10(1) of the Act. These grants are administered through the Department's Capital Development Pool Program.

1.2 Under subparagraph 41-25(b)(i) of the Act, where the Other Grant Guidelines (which are defined in section 41-5 of the Act) (the "Other Grants Guidelines") do not specify conditions that apply to a grant, the grant is made on such

conditions as are determined in writing by the Minister (or the Minister's delegate).

1.3 The Minister's delegate has approved the Grant, and has determined the Grant amount and that these Conditions of Grant are the conditions on which the Grant is made to the Recipient.

1.4 From 1 October 2007 only persons who are accredited under the Scheme are able to contract for building work that is "indirectly funded" by the Australian Government where:

- the value of the Australian Government contribution to the project is at least \$5 million and represents at least 50 per cent of the total construction project value; or
- the Australian Government contribution to a project is \$10 million or more, irrespective of the proportion of Australian Government funding.

The Scheme is established by the *Building and Construction Industry Improvement Act 2005* and specified in the *Building and Construction Industry Improvement (Accreditation Scheme) Regulations 2005*.

Building work is considered indirectly funded where it is funded by the Commonwealth (Australian Government) or a Commonwealth authority through grants and other programmes. This includes building projects where the Australian Government provides money through a funding agreement or grants to a person, for example a state or territory government who then may contract with persons who will undertake the building work or persons who will arrange for the building work to be carried out.

Indirectly funded building work also includes building projects that the person, who receives Australian Government funding, facilitates by agreement (for example pre-commitment lease, Build Own Operate (BOO) and Build Own Operate Transfer (BOOT) arrangements).

If a project meets the above threshold amounts, the requirement that accredited builders carry out the building work only applies to contracts for building work that are valued at \$3 million or more as defined in the *Building and Construction Industry Improvement (Accreditation Scheme) Regulations 2005*.

CONDITIONS OF GRANT

2. THE GRANT

2.1 The Grant:

- is for the Project;
- is for an amount in respect of each Year; and
- must be spent only on the Project.

2.2 The manner and time of payments (as determined by the Minister and the Secretary, respectively, under subsections 164-5(1) and (2) of the Act) are set out in item 3.

2.3 Where the Recipient wants to change these Conditions of Grant (including any change to the Project during the Year (including the Milestones) or to the timing or manner of payment of the Grant), it must make a written request of the Department for the change in accordance with clause 5.1, outlining the change and its reasons for proposing the change. The request must be approved by the Minister (or the

Minister's delegate) in writing before the change would be given effect by written variation to these Conditions of Grant.

- 2.4 The Recipient must not spend any part of the Grant that is not spent during a Year ("Unspent Amount"), unless the Unspent Amount is taken to be granted, and made, to the Recipient in accordance with section 41-40 of the Act, Rollover of Grant Amounts, in respect of the next following year.

3. REPORTING

- 3.1 The Recipient must provide DEEWR with "Progress Reports" and a "Final Report" in accordance with this clause 3 and clause 5 at the times specified in Item 4. All Reports must be in writing and in a form specified by the Department.

- 3.2 Each Progress Report must, for the period covered by the Report as specified in Item 4, contain, at a minimum:

- (a) a statement of actual versus budgeted income and expenditure for the Project, including details of expenditure of the Grant;
- (b) a report against the Milestones (including photographs if applicable); and
- (c) subject to clause 3.3:
 - (i) a statement confirming that the Grant was expended for the Project and in accordance with these Conditions of Grant; and
 - (ii) an audited detailed statement of income and expenditure in respect of the Grant, which must include a definitive statement as to whether the financial accounts are true and fair.

- 3.3 The statements specified in clause 3.2(c) are only required if DEEWR notifies the Recipient in writing that a particular Progress Report must contain the statements.

- 3.4 The Final Report must contain, at a minimum, the following details:

- (a) a statement of actual versus budgeted income and expenditure for the entire Project, including details of expenditure of the Grant;
- (b) a report against the Milestones (including photographs if applicable);
- (c) copies of all relevant certificates of completion where the Project involves the erection of any new building, or extension to or modification of, an existing building;
- (d) a statement confirming that the Grant was expended for the Project and in accordance with these Conditions of Grant; and
- (e) an audited detailed statement of income and expenditure in respect of the Grant, which must include a definitive statement as to whether the financial accounts are true and fair.

- 3.5 The statement referred to in clause 3.4(d) must be certified by:

- (a) the Recipient's chief executive officer; and
- (b) the senior executive officer employed by the Recipient who has primary responsibility for managing the Recipient's audit functions.

- 3.6 The statement referred to in clause 3.4(e) must be audited in accordance with the Australian Auditing Standards.

- 3.7 If the Recipient is audited by the Auditor-General:

- (a) for the entire period from the date of the Minister's determination under clause 1.3 to the date of the final Milestone; and
- (b) the Grant is included in the income and expenditure which is subject to the audit;

then the statement referred to in clause 3.4(e) must be certified by:

- (a) the Recipient's chief executive officer; and
- (b) the senior executive officer employed by the Recipient who has primary responsibility for managing the Recipient's audit functions.

- 3.8 A Recipient may choose to have the statement referred to in clause 3.4(e) independently audited by a person who is:

- (a) registered as a company auditor under the Corporations Act 2001; or
- (b) a member of the Institute of Chartered Accountants in Australia (who is entitled to use the letters CA or FCA); or
- (c) a member of CPA Australia (who is entitled to use the letters CPA or FCPA);
- (d) a member of the National Institute of Accountants (who is entitled to use the letters MNIA, FNIA, PNA or FPNA); and
- (e) not a principal, member, shareholder, officer or employee of the Recipient.

4. ASSETS

- 4.1 In this clause 4, "Asset" means personal, real or incorporeal property which has a value of more than \$10,000 created or purchased wholly or partly from the Grant, but not including Intellectual Property Rights or the Reports;

- 4.2 The Recipient owns any Asset acquired or created with the Grant.

- 4.3 The Recipient must:

- (a) use any Asset in accordance with these Conditions of Grant;
- (b) not, within five years after the end of the Project:
 - (i) use any Asset for any purpose other than the purposes of the Project; or
 - (ii) sell, encumber or dispose of any Asset; without the Minister's prior written approval;
- (c) for at least five years after the end of the Project, safeguard, maintain, insure and replace all Assets in accordance with all relevant policies of the Recipient in effect from time to time;
- (d) if required by law, maintain registration and licensing of all Assets;
- (e) be fully responsible for, and bear all risks relating to, the use or disposal of all Assets.

5. ADDRESS FOR REPORTS AND NOTICES

- 5.1 The Reports, any notice, and any request referred to in clause 2.3, provided by the Recipient to DEEWR must be submitted in hard copy and electronically in PDF format to:
Director, CDP
Higher Education Infrastructure Branch,
LOCC50MA9
Department of Education, Employment and Workplace Relations
GPO Box 9880
Canberra City ACT 2601
Email: cdp@deewr.gov.au

6. DISSEMINATION

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

7. ACKNOWLEDGMENTS, PUBLICATIONS AND PUBLICITY

- 7.1 The Recipient must ensure that all advertisements, promotional activities and other public relations

matters in relation to this Grant are consistent with the requirements of Chapter 4 of the Other Grants Guidelines.

- 7.2 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.

8. DISCLOSURE OF INFORMATION

- 8.1 DEEWR gives no undertaking to keep confidential the Conditions of Grant or any information in the Reports.

- 8.2 DEEWR gives no undertaking to keep confidential any information contained in the Reports unless that information, when first disclosed to DEEWR, is clearly identified by, and accompanied by a request from, the Recipient in accordance with clause 5.1, that DEEWR treat the information as confidential, including reasons for the request. DEEWR reserves the right to agree to or refuse a request and will use the criteria set out in the Department of Finance and Deregulation Financial Management Guidance No 3, July 2007, *Guidance on Confidentiality in Procurement* as a guide when determining whether to agree to such a request.

9. INSURANCE

- 9.1 The Recipient must, for as long as any obligations remain in connection with the Grant, ensure that it has appropriate insurance, including:
- (a) Workers' compensation insurance for an amount required by the relevant state or territory legislation;
 - (b) Public liability insurance (ie, 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.

- 9.2 The Recipient must, on request by the Commonwealth, provide certificates verifying the currency of the insurances specified in clause 9.1.

10. INDEMNITY

- 10.1 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 of Grant;
- (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 of Grant; 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.

- 10.2 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.

- 10.3 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.

- 10.4 In this clause 10, "fault" means any negligent or unlawful act or omission or wilful misconduct.

11. ACCESS TO PREMISES AND RECORDS

- 11.1 The Recipient must at all reasonable times give:
- (a) the Auditor-General;
 - (b) the Privacy Commissioner (meaning the Office of the Privacy Commissioner, established under the Privacy Act, 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 DEEWR;
 - (d) a member of the Investigations Branch in DEEWR, 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 performance of the Project;
 - B. locate and inspect Material;
 - C. make copies of Material and remove those copies;
- relevant to the Grant.

- 11.2 The rights referred to in clause 11.1 are subject to:
- (a) the provision of reasonable prior notice to the Recipient; and
 - (b) the Recipient's reasonable security procedures.

- 11.3 If a matter is being investigated which, in the opinion of a member of the Investigations Branch in DEEWR or any person authorised in writing by the Secretary, may involve an actual or apprehended breach of the law, clause 11.2(a) will not apply.

- 11.4 The requirement for access specified in clause 11.1 does not in any way reduce the Recipient's responsibility to perform its obligations under these Conditions of Grant.

12. INTELLECTUAL PROPERTY RIGHTS IN THE REPORTS

- 12.1 Subject to this clause 12, ownership of the Reports and the Intellectual Property Rights in them vest in the Recipient immediately on their creation.
- 12.2 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 Reports for any purpose.
- 12.3 If requested to do so, the Recipient must arrange for the grant to the Commonwealth of a licence over Third-party IPRs in the same terms as set out in clause 12.2.
- 12.4 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 12.
- 12.5 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 Reports (including Third-party IPRs) in accordance with this clause 12; and
 - (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. In this clause 12.5(b), "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; and
 - (c) agrees to provide to the Commonwealth, on request, with the executed original of each consent.

13. COMPLIANCE WITH LAWS AND POLICIES

- 13.1 The Recipient must, in carrying out its obligations under these Conditions of Grant comply with any Australian Government policies notified to the Recipient by the Minister at the time of the Grant.
- 13.2 The Recipient must:
- (a) comply with the "Information Privacy Principles" (as defined in the Privacy Act) when doing any act or engaging in any practice in relation to personal information for the purposes of these Conditions of Grant as if the Recipient were an agency as defined in the Privacy Act; and
 - (b) deal with personal information received, collected, created or held by the Recipient for the purposes of these Conditions of Grant only to fulfil its obligations under these Conditions of Grant; and
 - (c) ensure that any contractor engaged by the Recipient to perform any of the Recipient's obligations under these Conditions of Grant is contractually bound to comply with the Information Privacy Principles.

- 13.3 The Recipient acknowledges that, where it is required to give information to DEEWR, giving false or misleading information is a serious offence under the Criminal Code.

14. COMPLIANCE WITH THE NATIONAL CODE OF PRACTICE FOR THE CONSTRUCTION INDUSTRY

- 14.1 In this clause 14:

'the Code' means the National Code of Practice for the Construction Industry. A copy of the Code appears on the Internet at www.deewr.gov.au/building;

'the Guidelines' means the Australian Government Implementation Guidelines for National Code of Practice for the Construction Industry, Revised September 2005, Relissued June 2006, published by the Department of Education, Employment and Workplace Relations. A copy of the Guidelines appears on the Internet at www.deewr.gov.au/building; and

'the Project Parties' means all contractors, subcontractors, material suppliers, consultants and employees who perform work in relation to the Project.

- 14.2 Subject to the financial thresholds specified in the Guidelines, where any of the Grant is to be expended on construction and building activity, the Recipient must comply and ensure that the Project Parties comply, with the Code and Guidelines.

- 14.3 The Recipient must ensure that:

- (a) all requests for tender, expressions of interest, submissions and invitation to join Common Use Arrangements in relation to the project made by the Recipient or by any of the Project Parties; and
- (b) all contracts entered into by the Recipient or by any of the Project Parties involving construction and building activities in relation to the Project contain the commitment to apply the Code and Guidelines, as set out in the Model Tender and Contract Documentation, released October 2008 (available: www.deewr.gov.au/building).

- 14.4 The Recipient must maintain adequate records of its compliance and the compliance of each of the Project Parties with the Code and the Guidelines. The Recipient must permit the Commonwealth and those authorised by the Commonwealth, including a person occupying a position in the Office of the Australian Building and Construction Commissioner, full access to the building and construction site of the Project, the Recipient's records and the Project Parties' records to:

- (a) inspect any work, material, machinery, appliance, article or facility;
- (b) inspect and copy any record relevant to the Project and works governed by these Conditions of Grant; and
- (c) interview any person as is necessary to allow validation of the Recipient's compliance or the Project Parties' compliance with the Code and Guidelines.

Additionally, the Recipient agrees, and must ensure that each of the Project Parties agree, to comply with any request from the Commonwealth, including a person occupying a position in the Office of the Australian Building and Construction Commissioner, to produce a specified document within a specified period, in person, by fax or by post.

- 14.5 The Commonwealth, and those authorised by it, may publish or otherwise disclose information in relation to

the Recipient's compliance and compliance by the Project Parties with the Code and the Guidelines. The Recipient must obtain the consent of the Project Parties to the publication or disclosure of information under this clause.

- 14.6 The Recipient shall not appoint a Project Party in relation to the Project where the appointment would breach a sanction imposed by the Minister for Employment and Workplace Relations.

15. AUSTRALIAN GOVERNMENT BUILDING AND CONSTRUCTION OHS ACCREDITATION SCHEME

- 15.1 Subject to clause 1.4, the Recipient acknowledges that:

- (a) the Project is bound by the application of the Scheme; and
- (b) any head contract for building work (between the Recipient and any other person) under the Project that is valued at \$3 million or more must:
 - a. be notified by the Recipient to the Office of the Federal Safety Commissioner at the earliest possible opportunity (that is, when approaching the market); and
 - b. contain a requirement that the builder:
 - i. be accredited under the Scheme;
 - ii. maintains Scheme accreditation for the life of the contract; and
 - iii. must comply with all conditions of the Scheme accreditation.

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Attachment 2: FINAL DETAILED INCOME AND EXPENDITURE STATEMENT

Covering the period - Commencement to 30 April 2014

Project Title: Asia Pacific Football Institute – Stage 1

INCOME	Planned	Actual
	(\$)	(\$)
DIICCS RTE CDP funding	2,500,000	2,500,000
University funding	2,500,000	2,500,000
Total Income (total for the whole project)	5,000,000	5,000,000
EXPENDITURE		
CDP		
Civil construction – earthworks	1,350,000	1,350,000
Pitch construction	1,000,000	1,000,000
Clubhouse construction	150,000	150,000
University		
Land allocation	1,500,000	1,500,000
Academic Development	50,000	50,000
Civil construction	30,180	324,684
Clubhouse	100,000	234,882
Pitch construction	819,820	952,631
Total Expenditure (total for the whole project)	5,000,000	5,562,197

EREO ENQUIRY COPY

ISSUED AS PURCHASE ORDER

Goods and Services

E-req Number: 285852

Date Created: 09 Nov 2009

Supplier ID: **SIRAD**

Supplier UID: 64924

Supplier name and address details: **DARREN SIRACH PAINTING CONTRACTOR**
29 Granger Avenue
LISMORE NSW 2480
AUSTRALIA

Fax No: 6622 2927

Phone: 6622 2927

misirach@iprimus.com.au

EMAIL TO ADDRESS WARNING <<<<<<<<<<<

WARNING - THE SEND TO EMAIL ADDRESS IN THIS EREO IS: misirach@iprimus.com.au

THE EMAIL ADDRESS ATTACHED TO THE SUPPLIER IS: djsirach@gmail.com

PURCHASE DETAILS					
SCU Code	Purchase Item Description	Quantity Ordered	Unit Price GST Incl	Inclusive Cost	Exclusive Cost
1869003901 20083	Labour And Materials To Re-paint Existing Internal Plaster Walls, Timber Doors, Timber Joinery. External Timber Deck, Stairs, Posts. As Per Quote No 064082	1.00	9,492.0000	\$9,492.00	\$8,629.09
Goods and Services Total:				\$9,492.00	\$8,629.09
GST Total:					\$862.91
PURCHASE ORDER TOTAL:					\$9,492.00

SCU Internal Comment:



This Ereq has supporting documents electronically attached.

This is NOT an Official Purchase Order

Delivery site: University Store, Rifle Range Road, LISMORE NSW 2480					
Deliver to:	gcottee	Campus:	LISMORE	Location:	Yes House
Delivery date:	24 Nov 2009	Issue PO:	Yes	Order type:	Normal
Created by:	gcottee	Keyword:	REFURB 09	Last action:	09 Nov 2009
Authorised by @1: gcottee @2: gcottee @3: gcottee @4: lwells @5: lwells @6: pbrown					