



## Funding Confirmation

for

[Organisations]

### Key Particulars

<b>Date from which funding approval has effect</b>	1 January 2016
<b>EDUMIS number</b>	XXXX
<b>Funding Period</b>	1 January 2016 to 31 December 2016
<b>Fund and Funding Mechanism that this Funding Confirmation applies to</b>	Māori and Pasifika Trades Training
<b>Total funding, excluding GST</b>	Fees Top up [\$XXXXXX] Brokerage [\$XXXXX ]

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# Funding Confirmation

## Tertiary provider

(Organisation)

## Introduction

- A. This Funding Confirmation sets out the Conditions that apply to your receipt of Funding in respect of the Funding Period.
- B. The Conditions set out in this funding confirmation are in addition to the Conditions that apply to your receipt of Funding, as set out in Part 13A of the Education Act.
- C. This Funding Confirmation also sets out other provisions that apply to your receipt of Funding.

### 1. Funding Period

This Funding Confirmation relates to the provision of funding to you for the Funding Period.

### 2. Funding

#### 2.1 Subject to:

- (a) your compliance with the funding Conditions;
- (b) our rights to suspend or revoke funding as set out in the Education Act;
- (c) the current Māori and Pasifika Trades Training Funding Mechanism continuing in effect; and
- (d) paragraph 2.6 of this Funding Confirmation,

we will provide you with the Funding specified in Appendix 2.

#### 2.2 In addition to our right to suspend or revoke some or all of the Funding, in order to ensure accountability for public money, we will:

- (a) monitor your enrolment data and, if you are tracking below funded volumes, we may implement a reduced payments schedule; and/or
- (b) recover funding for under-delivery of the programmes and activities described in the Minimum Performance Standards, in accordance with the funding Conditions and Funding Recovery Methodologies.

- 2.3 Amounts specified in Appendix 2 are in New Zealand dollars and exclude GST. We will pay you the Funding plus GST, if applicable.
- 2.4 Additional funding provisions that apply in respect of Funding provided to you generally are set out in Appendix 2.
- 2.5 A high level description of the purpose of the Funding provided to you as described in this Funding Confirmation is set out in Appendix 1.
- 2.6 Notwithstanding any other term in this Funding Confirmation, you acknowledge that our ability to pay the Funding depends on Government continuing to appropriate sufficient funding for the Fund and that we will not be required to make Funding available to you where there is not a Government appropriation that permits us to do so. We will advise you in advance of any Funding being due if Funding cannot be made available to you for this reason.

### **3. Conditions**

The funding specified in this Funding Confirmation is payable by us subject to the Conditions specified in this paragraph 3. Conditions are imposed pursuant to section 159ZD(2) of the Education Act. Funding specified in this Funding Confirmation is also payable subject to the statutory Conditions specified in Part 13A of the Education Act.

#### **3.1 Performance commitments, requirements and Minimum Performance Standards**

You must:

- (a) deliver on the performance commitments and requirements; and
  - (b) meet the Minimum Performance Standards;
- each as specified in Appendix 5.

#### **3.2 Supply of information**

- (a) You must supply to us information relating to your financial viability, if we notify you that we require that information.
- (b) You must supply to us information about your subcontracting arrangements when we request that information.
- (c) You must notify us immediately if:
  - (i) any record required to be kept under section 159ZE(1) of the Education Act has been lost or damaged; or
  - (ii) you are no longer able to comply with a condition of funding.
- (d) You must notify us immediately if:
  - (i) your New Zealand Qualifications Authority (NZQA) registration or accreditation is cancelled (relevant if you are a private training establishment (PTE)); or
  - (ii) an Insolvency Event (see definition below) occurs in relation to you; or

- (iii) you have a Change of Control (see definition below); or
- (iv) you transfer (or agrees to transfer) all or a material part of your assets to a third party; or
- (v) there is any change to the persons who make up your governing body; or
- (vi) you merge with or acquire any other entity or business;
- (vii) you have changed your name; or
- (viii) the location or locations at which you deliver a course or courses has changed,

#### *Definitions*

**"Insolvency Event"** means, in relation to you:

- (A) any step taken in or toward the making of any compromise, proposal or deed of arrangement with all or some of your creditors;
- (B) the appointment of a liquidator, provisional liquidator, receiver, receiver and manager, voluntary administrator, statutory manager, or similar official in respect of you or the whole or part of your assets;
- (C) the suspension or threatened suspension of the payment of your debts;
- (D) you cease or threaten to cease to carry on all or any material part of your business or operations;
- (E) a distress, attachment or other execution is levied or enforced upon, or commenced against, any of your assets and is not discharged or stayed within 10 business days, except, in each case, when we are satisfied that that you are contesting the same in good faith by appropriate proceedings;
- (F) cessation of your business in New Zealand;
- (G) any other insolvency event or proceedings analogous to any of the foregoing occurring in any relevant jurisdiction;

**"Change of Control"** means, in relation to a person (the "first person"), when a person acquires Control of the first person or when a person who controls the first person ceases to do so; and

**"Control"** means, in relation to a person (the "first person"), the ability of another person (the "second person") to ensure that the activities and business of the first person are conducted in accordance with the wishes of the second person, whether through ownership of voting shares, contract or otherwise. Without limitation, the direct or indirect beneficial ownership of more than 50% of the voting rights in a body corporate is deemed to constitute Control.

### **3.3 Source, use and repayment of funding**

- (a) You must:

- (i) not (without our prior written consent) seek or obtain any funding from any Crown source other than the TEC to fund a programme or training scheme that is delivered using the Funding; and
  - (ii) notify us immediately if you become aware of any circumstances that might result in a breach of subparagraph (i) of this Condition.
- (b) If we consider on reasonable grounds that you have received funding that was greater than it should have been, or that you were not entitled to receive, then you must treat the amount of over-funding as a debt due to the Crown that:
- (i) is repayable on demand by us; and
  - (ii) may be off-set against all or any funding, or any sum payable by us to you.
- (c) You must only use Funding:
- (i) lawfully, responsibly, and for the purposes for which the funding is provided; and
  - (ii) in a manner consistent with the appropriate use of public funds.

### **3.4 Payment of under-funding**

If you receive less Funding than you are entitled to, we will treat the amount of under-funding as a credit and pay you the amount of under-funding as soon as reasonably practicable.

### **3.5 Fund-specific Conditions**

In addition to the Conditions set out above in this paragraph 3, you must also comply with the Fund-specific Conditions set out in Appendix 3.

### **3.6 Organisation-specific Conditions**

In addition to the Conditions set out above in this paragraph 3, you must also comply with the Organisation-specific Conditions set out in Appendix 4.

### **3.7 Subcontracting**

You must:

- (a) not subcontract any activities funded under this Funding Confirmation without our prior written consent; and
- (b) comply with any conditions we impose on a consent to subcontract any activities funded under this Funding Confirmation;
- (c) ensure that a party to whom activities are subcontracted does not further subcontract any functions; and
- (d) remain accountable for the use of any Funding for activities funded under this Funding Confirmation that are subcontracted.

### **3.8 Organisation to make information available to TEC and its appointed representative for the purpose of monitoring**

By accepting Funding the Organisation is deemed to have acknowledged that one of the TEC's statutory functions is to monitor the performance of organisations receiving funding from the TEC, and that it is a statutory condition that the Organisation must maintain certain records and supply certain information to the TEC. Accordingly, by accepting Funding, the Organisation is deemed to have acknowledged that the TEC needs access to certain information to enable it to undertake its monitoring activities and, as such, the Organisation authorises the TEC (and any representative acting on behalf of the TEC) to have reasonable access to information needed by the TEC to undertake its review and monitoring function. This includes the Organisation authorising the TEC and the TEC's appointed representatives to have reasonable access to the Organisation's premises and any premises where the Organisation's records are kept for the purpose of enabling monitoring and review activities to be undertaken at those premises.

## **4. Variations**

You must contact us if you wish to vary delivery from that specified in the Minimum Performance Standards.

## **5. Communication and relationship management**

5.1 The TEC and the Organisation will maintain regular contact with the other for the purpose of:

- (a) us monitoring your performance against the Conditions and Minimum Performance Standards;
- (b) encouraging the on-going review and assessment of your effectiveness by us;
- (c) providing mutual constructive feedback that will enhance the effectiveness of your performance and the relationship between the TEC and you; and
- (d) identifying early any issues and opportunities for you to do things better.

5.2 If you expect that you will not meet the Conditions or Minimum Performance Standards, or comply with a Condition, you must advise our Investment Manager in writing as soon as possible.

5.3 You will appoint a relationship manager who will be the first point of contact for our relationship manager, the TEC Investment Manager. You may change your relationship manager at any time by giving written notice to us. Similarly, we may change our Investment Manager at any time by giving written notice to you. Your relationship manager and the TEC Investment Manager will maintain regular contact with each other during the Funding Period.

## **6 Record-keeping and reporting**

6.1 In addition to any specific record-keeping and reporting obligations as described in the Conditions and your Minimum Performance Standards, you must comply with your record-keeping and reporting obligations as set out in section 159ZE of the Education Act. That is, you must ensure that:

- (a) you keep records, in a form consistent with that required by us, for the period to which the funding relates, that fully and fairly show:
    - (i) the transactions, assets, liabilities, and funds of the Organisation that are or were affected by the funding; and
    - (ii) whether any conditions on which the funding approval was given have been complied with, and
  - (b) the records are available for inspection by us at all reasonable times.
- 6.2 You must also, as soon as practicable after the end of any year in which you receive funding under section 159ZC, provide us with:
- (a) a financial report of the organisation for that year, including a statement of financial performance, a statement of financial position, a statement of movements in equity, a statement of cash flows, and a statement of service performance that compares your performance with the outcomes agreed with us as measured by any performance indicators agreed with us;
  - (b) any financial reports, or statistical or other information, required by us; and
  - (c) any information necessary to demonstrate compliance with the Conditions.
- 6.3 The report set out in paragraph 5.2 must be prepared in accordance with generally accepted accounting practice and audited by an independent chartered accountant.

## **7 TEC monitoring activities**

We will monitor your performance against your compliance with the Conditions and your delivery against the Minimum Performance Standards.

## **8 Suspension or revocation of Funding**

We may suspend or revoke some or all of the Funding provided under this Funding Confirmation in accordance with section 159ZF of the Education Act, in which case sections 159ZG and 159ZH of the Education Act also apply.

## **9 Entire confirmation**

This Funding Confirmation sets out the entire understanding between you and us in relation to the Funding to be provided by us to you for the Funding Period. This Funding Confirmation supersedes all prior verbal or written communication relating to the provision of Funding to be provided by us to you for the Funding Period (including all earlier communication in respect of the approval of Funding made by the Chief Executive of TEC or any other TEC official).

## **10 No guarantee of further funding**

It is important to understand that funding approval does not mean that we:

- (a) approve any funding other than that specified in this Funding Confirmation; or

- (b) agree with every statement in your application; or
- (c) will fund you in the future.

## 11 Definitions and Interpretation

### 11.1 Definitions

In this Funding Confirmation, unless the context otherwise requires:

**Conditions** means the funding conditions set out in paragraph 3 and (as applicable) Appendix 3 and Appendix 4 of this Funding Confirmation, along with any statutory funding conditions set out in the Education Act;

**Education Act** means the Education Act 1989;

**Fund** means any fund established by the Minister pursuant to a Funding Confirmation;

**Funding** means any funding provided by TEC to the Organisation in accordance with this Funding Confirmation, the approved amounts for each Fund being set out in Appendix 2;

**Funding Confirmation** means this Funding Confirmation;

**Funding Mechanism** means a funding mechanism determined by the Minister pursuant to section 159L of the Education Act;

**Funding Period** means the funding period set out in the Key Particulars;

**Funding Recovery Methodologies** means the funding recovery methodologies described in Appendix 2;

**GST** means tax charged under the Goods and Services Tax Act 1985;

**Key Particulars** means the 'Key Particulars' table on the first page of this Funding Confirmation;

**Minimum Performance Standards** means the minimum standards of performance that the Organisation must meet in respect of any relevant off-plan Fund, as set out in Appendix 5;

**Organisation** means the Organisation set out on the first page of this Funding Confirmation and all references to "you" and "your" are to the Organisation;

**SDR** means the set of data items required by TEC and the Ministry of Education for funding, monitoring performance against Investment Plans, publishing performance information, and for statistical reporting purposes;

**TEC** means the Tertiary Education Commission and all references to "we", "our" and "us" are to TEC;

**TEC Investment Manager** means the person named as the contact in Appendix 6 or any person that we subsequently advise is the TEC Investment Manager; and

**Working Day** means a day of the week other than:

- (a) a Saturday, a Sunday, Waitangi Day, Good Friday, Easter Monday, Anzac Day, the Sovereign's birthday, and Labour Day; and
- (b) a day in the period commencing with 25 December in a year and ending with 2 January in the following year; and
- (c) if 1 January falls on a Friday, the following Monday; and
- (d) if 1 January falls on a Saturday or a Sunday, the following Monday and Tuesday; and
- (e) if Waitangi Day or Anzac Day falls on a Saturday or a Sunday, the following Monday

## **11.2 Interpretation**

Unless the context otherwise requires:

- (a) headings are not to be used for interpretation;
- (b) the Introduction forms part of this Funding Confirmation;
- (c) the singular includes the plural and vice versa;
- (d) a reference to documentation (including this Funding Confirmation) includes a reference to that document as varied, supplemented or substituted from time to time;
- (e) a reference to any legislation or policy includes a modification of that legislation or policy or, in the case of legislation, legislation enacted in substitution for that legislation and a regulation, order-in-council and other instrument from time to time issued or made under that legislation;
- (f) a reference to an Appendix is a reference to an appendix to this Funding Confirmation;
- (g) a reference to a paragraph is a reference to a paragraph in this Funding Confirmation; and
- (h) whenever the words 'includes' or 'including' are used in this Funding Confirmation, they are deemed to be followed by the words "without limitation".

## Appendix 1: Overview of purpose of Funding by Fund

### Māori and Pasifika Trades Training

The purpose of the Māori and Pasifika Trades Training (**MPTT**) Fund is to provide fees-free tertiary places and other support for Māori and Pasifika learners to undertake pre-employment trades training aligned with entry into proven pathways into trade careers. Funding from the MPTT Fund is aimed at increasing access to vocational training for Māori and Pasifika learners and improving pre-employment trades training (including robust work preparation) to align more closely to the needs of employers and of Māori and Pasifika communities.

The MPTT Fund provides funding for:

- (a) fees top-ups to make Student Achievement Component (SAC)-funded programmes of pre-trades training fees-free to Māori and Pasifika learners; and
- (b) brokerage services to match learners with opportunities, facilitate links between providers and employers and to tailor pre-trades educational provision to the needs and aspirations of Māori and Pasifika learners; and
- (c) consortium activities, being project management, co-ordination, and evaluation services, as well as employability skills training and fees for obtaining licenses, such as driver licences that complements the SAC-funded programmes and that learners are likely to need to gain entry-level employment in their chosen trade.

## Appendix 2: Funding

### 1. Funding

#### (a) Funding for fees top-ups

We will provide the following Funding to you (calculated at a rate of \$4,000.00 per equivalent full-time student (EFTS) for fee top-ups over the Funding Period, payable on the basis set out in paragraph 2(a) of this Appendix 2:

Year	Edumis	Number of EFTS	Total Funding for all EFTS (excluding GST)

#### (b) Funding for brokerage services

We will provide Funding to you (calculated at a rate of \$1,000.00 per learner) for the provision of brokerage services over the Funding Period up to the following maximum amount, payable on the basis set out in paragraph 2(b) of this Appendix 2:

Year	Edumis	Number of learners	Total Funding provided for brokerage (excluding GST)

### 2 Payment Schedule

#### (a) Funding for fees top-ups

(i) We will pay you the Funding for fees top-ups, in monthly instalments on the first Working Day of each month as follows:

Maximum number of EFTS			
Total Funding for all EFTS (excluding GST)			
Period From	Period to	Scheduled Payment Date	Payment Amount (ex. GST)
1-Jan	31-May	1-May	
1-Jun	30-Jun	1-Jun	

1-Jul	31-Jul	1-Jul	
1-Aug	31-Aug	1-Aug	
1-Sep	30-Sep	1-Sep	
1-Oct	31-Oct	1-Oct	
1-Nov	30-Nov	1-Nov	
1-Dec	31-Dec	1-Dec	
<b>Total Monthly Payments</b>			

**(b) Funding for brokerage services**

(i) We will pay you 70% of the Funding for brokerage services on the following basis:

<b>Maximum Amount paid for each learner</b>		<b>\$1,000</b>	
<b>70% to be paid in equal monthly payments for each learner</b>		<b>\$700</b>	
<b>Number of Learners for which the Organisation is entitled to received Brokerage Funding</b>			
<b>Period From</b>	<b>Period to</b>	<b>Scheduled Payment Date</b>	<b>Payment Amount (ex. GST)</b>
1-Jan	31-May	1-May	
1-Jun	30-Jun	1-Jun	
1-Jul	31-Jul	1-Jul	
1-Aug	31-Aug	1-Aug	
1-Sep	30-Sep	1-Sep	
1-Oct	31-Oct	1-Oct	
1-Nov	30-Nov	1-Nov	
1-Dec	31-Dec	1-Dec	
<b>Total Monthly Payments</b>			

(ii) The remaining 30% of the Funding for brokerage services is a performance incentive payment. In order to receive the performance incentive payment, you must

provide us with sufficient evidence of the individual learners achieving successful outcomes from a programme supported by the Funding. The successful outcome must be achieved within 18 months of the learner ceasing to be enrolled in the programme (and shall be payable in respect of each learner that meets the following outcomes criteria and shall only be payable once in respect of the same individual learner). Outcomes that result in the payment of the performance incentive are:

- (A) entry into an apprenticeship training agreement, as defined in the Industry Training and Apprenticeships Act 1992; or
  - (B) entry to a training contract, as defined in the Industry Training and Apprenticeships Act 1992, relating to industry training at Level 3 or higher in a programme identified by us as being likely to lead to sustainable employment; or
  - (C) entry into a managed apprenticeship as defined in paragraph 4.2 of Appendix 3, and identified by us as being likely to lead to sustainable employment.
- (iii) In order to receive the remaining 30% of the maximum amount for brokerage services you must complete the MPTT Tools Grant and Brokerage Performance Summary available through Workspace2 as set out in Appendix 8.
- (iv) Payment will be made to you on the first Working Day of the month following the month you report a successful outcome for the individual learner.

### **3. Funding Recovery Methodologies**

- (i) We will recover up to 100% of fees top-up funding for any under delivery by you. The course level delivery volume data submitted through the December SDR will be used to assess any under delivery.
- (ii) We will recover up to 100% of brokerage services funding for any under delivery by you. The data submitted through the December SDR will be used to assess any under delivery.

## Appendix 3: Fund-specific Conditions

The following Conditions apply to Funding that is received from the MPTT Fund:

### PART 1: Eligibility

#### 1. Organisation eligibility

To be eligible to receive Funding you must remain as part of the same approved consortium for the length of the Funding Period, except as agreed by us for the purpose of continuing to support enrolled learners. For the purpose of this condition, you remain part of the same approved consortium if you are part of the consortium comprising all of the members specified in Appendix 7 (“the **Consortium**”).

### PART 2: Eligibility for Funding for fees top-ups and brokerage

#### 2. Eligibility of learners

2.1 To receive funding for fees top-ups and/or brokerage in respect of a learner you must ensure that the learner meets and continues to meet the eligibility criteria for being an eligible learner. An “eligible learner” is a learner who is:

(a) one of the following:

(i) a domestic student; or

(ii) an Australian citizen or Australian permanent resident currently residing in New Zealand; and

(b) either:

(i) Māori; or

(ii) Pasifika; and

(c) aged between 16 and 40 years of age at the start date of the first course in the programme of study or training; and

(d) enrolled in a SAC-funded programme of study or training that leads to the award of a qualification at levels 1 to 4 on the New Zealand Qualification Framework (**NZQF**).

2.2 For the purpose of subparagraph 2.1(b)(i) of this Appendix 3, a Māori eligible learner refers to anyone who has evidence of Māori ancestry, whakapapa, or persons that made an oath, affirmation or declaration that they are Māori made before a person recognised and authorised to administer such oaths, attestations, or declarations, for example, a Kaumātua affiliated to a recognised Māori hapu, iwi, or legal entity, a Justice of the Peace, or other person empowered to administer oaths and declarations under the Oaths and Declarations Act 1957.

2.3 For the purpose of subparagraph 2.1(b)(ii) of this Appendix 3, a Pasifika eligible learner includes anyone who has evidence of ancestry from the independent and sovereign nations of the South

Pacific including the Republic of Fiji, the Kingdom of Tonga, Manu Samoa, the Cook Islands, Solomon Islands, Vanuatu, Tuvalu, Nauru, Niue and Kiribati. It also includes the atolls of Tokelau for which New Zealand is administratively and constitutionally responsible. Following a request from your consortia, we may also grant admission to learners descended from persons from French Polynesia, Wallis and Futuna Islands, New Caledonia, Papua New Guinea and American Samoa provided they meet the conditions set out in subparagraph 2.1 in this Appendix 3 and provided there is spare capacity and only after prior condensation of admission of Māori and Pasifika learners.

### **3. Organisation eligibility for fees top-ups and/or brokerage Funding**

To receive Funding for fees top-ups and/or brokerage during the Funding Period you must meet and continue to meet the following eligibility criteria:

- (a) be a Tertiary Education Organisation (**TEO**) that:
  - (i) is part of a Consortium approved by us (being the Consortium described in Appendix 7, or as otherwise approved by us); and
  - (ii) is one of the following:
    - A. a wānanga;
    - B. an institute of technology and polytechnics (**ITP**);
    - C. a private training establishment (**PTE**); or
    - D. a university; and
  - (iii) is quality assured by:
    - A. the New Zealand Qualifications Authority (**NZQA**), if the organisation is a wānanga, ITP or PTE;
    - B. the New Zealand Vice-Chancellors' Committee (trading as Universities New Zealand), if the Organisation is a university; and
  - (iv) has been allocated SAC funding from us; or
- (b) be an organisation that:
  - (i) is part of a Consortium approved by us (being the Consortium described in Appendix 7, or as otherwise approved by us); and
  - (ii) is one of the following:
    - A. an industry training organisation that is quality assured by the NZQA; or
    - B. a person or body (including an employer, or a Māori or Pasifika community organisation) that provides tertiary education-related services and is identified in accordance with section 159B(2) of the Act; and

- (iii) in the case of fees top-ups funding, has a contract for SAC-funded provision with at least one organisation that meets the criteria of subparagraph 3(a) of this Appendix 3; or
- (c) be a consortium, or a lead member of a consortium that:
  - (i) is approved by us (being the Consortium described in Appendix 7, or as otherwise approved by us); and
  - (ii) is a legal entity; and
  - (iii) is identified in accordance with section 159B(2) of the Act; and
  - (iv) in the case of fee top-ups funding, has a contract for SAC-funded provision with at least one organisation that meets the criteria of subparagraph 3(a) of this Appendix 3.

### **PART 3: Additional fees top-ups conditions**

#### **4. Eligible programmes and qualifications for fees top-ups**

- 4.1 To be eligible to receive Funding for fees top-ups you must ensure that a programme of study or training in which an eligible learner is enrolled meets and continues to meet the following criteria, being that the programme of study or training:
- (a) is SAC-funded; and
  - (b) leads to the award of a qualification at levels 1 to 4 on the NZQF; and
  - (c) forms a pathway to entry to:
    - (i) a New Zealand Apprenticeship; or
    - (ii) industry training at Level 3 or higher, or a managed apprenticeship, in a programme identified by us as being likely to lead to sustainable employment.
- 4.2 For the purposes of subparagraph 4.1(c)(ii) and paragraph 5 of this Appendix 3, a “**managed apprenticeship**” is a SAC-funded programme that is:
- (a) intended to lead to a qualification at Level 4 of 120 credits or more; and
  - (b) is arranged by an institute of technology or polytechnic, a wānanga, or a private training establishment; and
  - (c) dependent on a formal training relationship between the provider, a learner and an employer of the learner.

#### **5. Ineligible programmes and qualifications for fees top-ups**

If you receive Funding relating to fees top-ups you must not use fees top-up Funding to fund a New Zealand Apprenticeship, a traineeship or a managed apprenticeship or equivalent.

## **6. Literacy and Numeracy for Adults Assessment Tool**

If you receive Funding relating to fees top-ups you must, in the case of learners for whom you receive Funding from the MPTT Fund for fees top-ups for SAC-funded programmes at Level 3 or Level 4, use the Literacy and Numeracy for Adults Assessment Tool (or the youth option of the Tool) to identify the literacy, numeracy or literacy and numeracy needs of each learner, and measure his or her progress, as required by us.

## **7. Fees and associated course costs**

If you receive Funding relating to fees top-ups, you must not charge any fees to a learner enrolled in a qualification that is funded with MPTT Fund Funding for fees top-ups under this Funding Confirmation.

## **8. Funding from other sources**

If you receive Funding relating to fees top-ups, you must not seek or claim fees payments or other fees top-ups funding from any other Crown source for the same learner, without our prior written approval.

## **9. SAC-funding conditions**

If you receive Funding relating to fees top-ups you must continue to comply with any SAC-funded programme funding conditions imposed under a separate funding confirmation.

## **10. Supply of information**

10.1 Pursuant to section 159ZD(1) of the Education Act 1989, it is a condition of receiving funding under section 159ZC that you supply to us or the Ministry of Education, from time to time as required by us or the Ministry of Education, and in the form specified by us or the Ministry of Education, any financial, statistical, or other information that we or the Ministry of Education require.

10.2 The following conditions are imposed to ensure that we obtain information about all confirmed students, whether or not fees are charged, and regardless of the funding source. Your SDR return must include learners who have withdrawn, unless they withdrew before becoming a confirmed learner. You should contact your Investment Manager or the Sector Helpdesk if you have any doubts as to whether a learner should be included in the SDR.

10.3 You must supply the following information to us and/or the Ministry of Education about each “confirmed learner enrolment”, meaning:

(a) if fees apply:

- (i) you have entered into an enrolment or tuition contract or arrangement with a learner and the learner has paid or committed to pay his or her fees; and
- (ii) the period during which the learner is entitled to withdraw from a course, programme or training scheme and receive a full refund of fees (less any applicable administration fee) has passed; or

(b) if fees do not apply:

- (i) you have entered into an enrolment or tuition contract or arrangement with a learner; and

- (ii) the learner has not withdrawn from a course, programme or training scheme by the withdrawal date.

## **11. Withdrawal of enrolments**

- 11.1 A “withdrawal” means the withdrawal of a confirmed learner enrolment from a course, programme or training scheme, by notice from the learner to you or as a result of non-attendance or non-participation by a learner for any reason, and whether or not the learner has been refunded any fees.
- 11.2 You may set a withdrawal date, being the specified period during which a learner can withdraw and receive a full refund of fees and course costs, provided that date is not earlier than the withdrawal date in paragraph 11.3.
- 11.3 If you do not set a withdrawal date, the withdrawal date will be the date on which 10% or one month of the course for which a learner is enrolled has passed, whichever is the smaller.
- 11.4 Completing the SDR does not discharge your other obligations to report withdrawals. These obligations include reporting (where applicable) to: Immigration New Zealand (for international students), Ministry of Social Development (for Student Loan and Student Allowance recipients) and Trustees administering fee protection mechanisms (for International students and all PTE students).
- 11.5 If fees are to be refunded to a learner, you must, as soon as reasonably practicable, pay the refund:
  - (a) to the Ministry of Social Development, if the learner paid the fees using the Student Loan Scheme; or
  - (b) directly to the learner.

## **PART 4: Additional brokerage conditions**

### **12. Brokerage services**

If you receive Funding for brokerage, you must provide brokerage services in relation to eligible learners to achieving the following purposes:

- (a) match learner talents and aspirations with employer skill requirements and career pathways;
- (b) tailor pre-employment trades education provision to the needs and aspirations of Māori and Pasifika learners, communities and potential employers;
- (c) facilitate relationships between Māori and Pasifika learners, providers, industry training organisations and potential employers;
- (d) transition learners into sustainable employment.

### **13. Fees and associated course costs**

If you receive Funding relating to brokerage you must not charge a fee to any eligible learner for brokerage services provided under this Funding Confirmation.



**Appendix 5: Performance commitments and requirements and Minimum Performance Standards**

**1. Performance commitments and requirements**

During the Funding Period, from the Funding that you receive from the MPTT Fund, you must provide, as set out below, brokerage services and fees-free equivalent full time student (**EFTS**) places.

Mix of Provision								
Fees top-ups				Brokerage Services				
Number of EFTS			Allocation for fees top-up		Number of Learners		Allocation for brokerage	
EDUMIS	TEO	Consortium	Qualification code	Qualification name	Qualification Level	Region	Learners	EFTS

**2. Minimum performance standards**

You must meet the following minimum performance standards in relation to the Funding that you receive from the MPTT Fund:

Qualification at NZQF level	Course completion	Qualification completion	Retention

<b>Appendix 6: Contacts</b>
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<b>Fund title</b>		
<b>Organisation name</b>		
<b>EDUMIS number</b>		
<b>Contact persons</b>		
<b>Organisation</b>	<b>Relationship Manager</b>	
	<b>Address</b>	
	<b>Phone</b>	
	<b>Facsimile</b>	
	<b>Email</b>	
<b>TEC</b>	<b>Investment Manager</b>	
	<b>Address</b>	
	<b>Phone</b>	
	<b>Facsimile</b>	
	<b>Email</b>	

## **Appendix 7: Consortium members**

- 1. Lead Consortium member**
- 2. Other Consortium Members**

