



Australian
National
University

29 May 2015

Mr Ben Gill
President
ANU Students' Association
Students' Facilities Building 17a
The Australian National University

Professor Richard Baker
Pro Vice-Chancellor Student Experience

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Dear Mr Gill

Please find attached our agreement relating to funding of student associations through revenues collected from the Students Services Amenities and Facilities Fee (SSAF). This reflects the agreements we reached in discussions yesterday afternoon.

As we know, much time and effort has gone into bringing this negotiation to a successful conclusion. I would like to acknowledge the good faith you and all student associations have brought to the negotiation table. I would also like to acknowledge the contribution which the student associations make to student life at the ANU. Without this contribution the social and cultural life of students would be much diminished. I also acknowledge important contribution you make to student welfare and advocacy in various University forums. The University is fortunate to have such active and effective student associations.

Please print two copies of the agreement, sign both and return both to me. I will then countersign and return one copy to you.

In line with Clauses 3.3 (a,b,c) 70% of your agreed payment for this year will be made to you on execution of the agreement. As outlined in Clause 3.3 (d) the remaining 30% of the Funds for the calendar year will be paid within 14 days of the Semester 2 census date. Remember that you must add GST to each instalment amount when invoicing the University. Invoices should be sent by e-mail to Ms Melissa Abberton in Finance and Business Services and copied to Dr Andrew Smith.

I look forward to continuing working with you to further enhance the ANU student experience.

Yours sincerely

A handwritten signature in blue ink, appearing to be 'R Baker'.

Richard Baker

cc Ms Melissa Abberton, Finance and Business Services

Details

Date 3rd June 2015

Parties

The Australian National University ("ANU")

The Australian National University Students' Association ^{Inc. BCC} ("Student Association")

Background

- A The ANU collects the Students Services Amenities and Facilities Fee (SSAF) paid by students for amenities and facilities which must be administered in accordance with Law.
- B The ANU wishes support the Student Association to be a financially stable and viable association that is able to provide a broad range of services to students of the ANU.
- C The ANU wishes to provide SSAF funds to student organisations providing services and amenities to students of the ANU and ensure SSAF funds are expended in accordance with Law.
- D The ANU and the Student Association wish to cooperate in good faith to ensure that all requirements of Law applying to the Funds are fulfilled and that the application of the Funds results in benefits to students.
- E The Student Association is a student organisation and accepts the Funds on the terms and conditions of this Agreement.

Agreed Terms

1. Duration of Agreement

- 1.1 This Agreement begins on the Commencement Date and continues until 31 December 2018, unless extended pursuant to clause 1.2 or terminated in accordance with clause 17.
- 1.2 The Student Association may notify the ANU of its wish to extend the Agreement Period at least 60 days before the end of the initial term of the Agreement by a further 2 years, and provided that the Student Association is not in breach of this Agreement at the time of giving notice and subject to the ANU agreeing to that extension, this Agreement will continue until 31 December 2020, unless terminated earlier in accordance with clause 17.
- 1.3 If the Agreement is extended pursuant to clause 1.2, at least 60 days before the expiry of the Agreement Period the Student Association may notify the ANU of its wish to negotiate a new agreement to govern the allocation and expenditure of SSAF funds and the parties will act in good faith to determine a timetable for such negotiations that where possible takes into account the annual change to the Student Association's executive.

2. Purpose

- 2.1 The purpose of this Agreement includes:
 - (a) to make available funding to the Student Association to enable it to provide services and amenities to students and contribute to a positive and vibrant student life at ANU; and

(b) to ensure that the Funds are properly managed and administered in an accountable and transparent manner, in accordance with the Law.

2.2 Each party agrees to provide reasonable and timely assistance and cooperation to the other in ensuring compliance with this Agreement and the Law.

3. Funds

3.1 During the Term, the ANU will convene a meeting of the Student Associations Committee to establish a timeframe for consultation on annual funding applications based on the following indicative timeframe:

Indicative Date	Event	Responsibility
7 October	Notice of meeting given; call for agenda items	EO
14 October	Student Associations submit budgets in Alliance	Student associations
15 October	Agenda for 22 October meeting available in Alliance	EO
22 October	Meeting with all associations - 4 hour meeting time to be scheduled. Each association required to give a 20-30 minute presentation with 30 minute Q&A. Items taken on notice included as part of 29 October meeting.	PVCSE/Associations
22 October	Agenda for 29 October meeting available in Alliance	EO
29 October	Meeting with all associations - 1 hour meeting time to be scheduled. Each association required to report back on items taken on notice and present any adjustments made at the request of the Student Associations Committee.	PVCSE/Associations
29 October – 4 Nov	One on one discussions with associations	PVCSE/Associations
6 November	Associations advised of draft allocations	PVCSE/Associations
9 November	Students invited to comment on draft allocations	EO/DSA
7 December	Closing date for student comments	
11 December	Associations respond to comments	Associations
15 December	Allocations approved by delegate	EO/PVCSE/DVCA

3.2 The ANU will enter into good faith consultation with the Student Association on the funding request and will agree with the Student Association after such consultation:

(a) the amount of Funds to be allocated to the Student Association for that year; and

- (b) the Budget which will guide the expenditure of Funds; and
 - (c) any conditions that may be applied by the ANU to the grant of Funds.
- 3.3 Subject to the balance of this clause 3, and subject also to the Student Association complying with this Agreement (except for trivial or inconsequential non-compliance), the ANU will pay the Funds to the Student Association in the following annual instalments:
- (a) if requested by the Student Association in writing at least one week before the last Business Day of each calendar year, 20% of the Funds for the following calendar year will be paid within 5 Business Days of 1 January to enable funding of the Student Association's Orientation Week activities;
 - (b) If:
 - (i) an advance is paid pursuant to clause 3.3(a), 20% of the Funds for the calendar year on 31 January;
 - (ii) no advance is paid pursuant to clause 3.3(a), 40% of the Funds for the calendar year on 31 January;
 - (c) 30% of the Funds for the calendar year will be paid within 14 days of the Semester 1 census date; and
 - (d) 30% of the Funds for the calendar year will be paid within 14 days of the Semester 2 census date.
- 3.4 The ANU is not required to provide additional money to meet any expenditure in excess of the Budget.
- 3.5 Without limiting any other right or remedy of the ANU, the ANU may suspend payment of the Funds (or any part of the Funds) with immediate effect by written notice to the Student Association giving reasons if:
- (a) the Student Association has not provided sufficiently accurate and complete Reports due to be provided before the date for payment, until such Reports (to the required standard identified by the ANU) are provided;
 - (b) clause 9.5(b) or 9.7(b) applies, until the Student Association has remedied the defects identified by the ANU; or
 - (c) the Student Association has spent the Funds otherwise than in accordance with this Agreement, until the Funds are restored by the Student Association and the Student Association has taken other reasonable steps required by the ANU to remedy the breach.
- 3.6 Despite any suspension under clause 3.5, the Student Association must continue to perform its obligations under this Agreement.
- 3.7 All payments to the Student Association are subject to the Student Association providing a correctly rendered tax invoice to the ANU for the Funds.
- 3.8 Subject to clause 15, the Student Association must pay all taxes, duties (including penalties and interest) and government charges imposed or levied in Australia or overseas in connection with this Agreement and performance of its obligations under this Agreement.

4. Use of Funds

- 4.1 The Student Association must ensure the Funds are spent in accordance with clause 4.2 and 4.3. The Student Association will spend Funds taking into account the agreed Budget, however the ANU acknowledges that the Budget is indicative and there may be variations within expenditure categories. The Student Association must report all variations to the ANU through the Year to Date Expenditure Report required to be submitted in accordance with clause 9.2.
- 4.2 Notwithstanding anything else in this Agreement, or any Budget approved by the ANU, the Student Association must not use the Funds:

- (a) directly or indirectly, to support a political party; or
 - (b) directly or indirectly, to support, the election of a person as a member of a Commonwealth or state or territory parliament, or as a member of a local government body; or
 - (c) for a purpose other than a purpose described in clause 4.3.
- 4.3 Subject to this Agreement, and as guided by the Budget, the Funds may be used for the following purposes:
- (a) providing food or drink to students on an ANU campus;
 - (b) supporting a sporting or other recreational activity by students;
 - (c) supporting the administration of a club most of whose members are students;
 - (d) caring for children of students;
 - (e) providing legal services to students;
 - (f) promoting the health or welfare of students;
 - (g) helping students secure accommodation;
 - (h) helping students obtain employment or advice on careers;
 - (i) helping students with their financial affairs;
 - (j) helping students obtain insurance against personal accidents;
 - (k) supporting debating by students;
 - (l) providing libraries and reading rooms (other than those provided for academic purposes) for students;
 - (m) supporting an artistic activity by students;
 - (n) supporting the production and dissemination to students of media whose content is provided by students;
 - (o) helping students develop skills for study, by means other than undertaking courses of study in which they are enrolled;
 - (p) advising on matters arising under the Australian National University Act 1991, the ANU's statutes, rules or policies;
 - (q) advocating students' interests in matters arising under the Australian National University Act 1991, ANU's statutes, rules or policies;
 - (r) giving students information to help them in their orientation; and
 - (s) helping meet the specific needs of overseas students relating to their welfare, accommodation or employment.
- 4.4 Pursuant to clause 19.5, the ANU may by notice in writing notify the Student Association of changes in permitted uses of the Funds, if necessary to comply with any change in Law affecting permitted categories of expenditure.
- 4.5 Without limiting any other right or remedy of the ANU, the ANU may by notice direct the Student Association to immediately cease expenditure of some or all of the Funds if the ANU considers (acting reasonably) that Funds have been expended in breach of this Agreement.
- 4.6 The Student Association must not spend any Funds in breach of a notice from the ANU under clause 4.5 unless and until the ANU notifies the Student Association that it is satisfied (acting reasonably) that the expenditure is, and future expenditure will be, in accordance with this Agreement.

5. Bank account

- 5.1 The Student Association must:

- (a) ensure that Funds paid to the Student Association are held in an account in the Student Association's name, and which the Student Association solely controls, with an authorised deposit-taking institution authorised under the *Banking Act 1959 (Cth)* to carry on banking business in Australia, which is solely used for receipt of the Funds and interest (the **Account**).
- (b) notify the ANU, prior to the receipt of any Funds, of details sufficient to identify the Account; and
- (c) if the Account changes, promptly notify the ANU, providing the ANU with details of the new account, and comply with clause 5.1(a) in respect of the new account.

6. Repayment and Surplus

- 6.1 During or after the Agreement Period, the ANU is entitled to recover from the Student Association any Funds which have been spent other than in accordance with clause 4 of this Agreement.
- 6.2 The ANU may give the Student Association a notice requiring the repayment under clause 6.1 and the Student Association must repay the amount specified within 30 days of the notice.
- 6.3 If any Funds remain unexpended or have not been legally committed at the end of a Budget period (which is not the final Budget during the Agreement Term) the ANU:
 - (a) will set-off the unexpended or uncommitted amount from the funding payable to the Student Association in the subsequent Budget period; or
 - (b) if no funding is to be paid to the Student Association in the subsequent Budget period, may require the Funds to be repaid to the ANU to be held in the ANU's SSAF account for reallocation as SSAF funds in the following year.
- 6.4 If any Funds remain unexpended or have not been legally committed at the end of the Agreement Period, the ANU:
 - (a) will, if the parties negotiate a further funding agreement, set-off the unexpended or uncommitted amount against funding provided to the Student Association under the further funding agreement; or
 - (b) if no funding agreement is negotiated by the parties for the year following end of the Agreement Period, or the negotiations result in no funding agreement being entered into or the year following end of the Agreement Period, may require the Funds to be repaid to the ANU to be held in the ANU's SSAF account for reallocation as SSAF funds in the following year (or similar purposes).

7. Student Associations Committee

- 7.1 The ANU and the student associations will maintain a Student Associations Committee (or equivalent).
- 7.2 The Student Associations Committee is established for the purpose of information sharing and consultation. The Student Associations Committee will make recommendations to the Vice Chancellor (or delegate of the Vice Chancellor) of the ANU through the chair of the Student Association Committee, but has no power to make decisions which are binding on the parties.
- 7.3 The ANU and will notify the Student Association of the time, location and agenda of meetings of the Student Associations Committee no less than 7 days prior to the date of the meeting and provide relevant papers to the Student Association. The ANU:
 - (a) must provide copies of requests for annual funding from SSAF funds 7 days prior to the date of the meeting; and

- (b) will endeavour to provide other papers within 7 days of the meeting; however a failure to do so will not invalidate the meeting or its proceedings.
- 7.4 The Student Associations Committee will operate in accordance with terms of reference agreed by the ANU and the ANU student associations.
- 7.5 The operation of, and decision making in, the Student Associations Committee will be by consensus. Where consensus cannot be reached, the minutes of each meeting will record each party that does not support a recommendation of the Committee.
- 7.6 The ANU will call meetings of the Student Associations Committee no less frequently than four times annually and as necessary to enable the administration of this Agreement; or where requested by two or more student associations in writing.
- 7.7 The Student Association Committee will be chaired by a member of the senior executive of the ANU nominated by the ANU from time to time.
- 7.8 The Student Association will ensure it is appropriately represented by its senior officers at meetings of the Student Associations Committee.
- 7.9 The following officers of the Student Association are entitled to attend meetings of the Student Associations Committee:
 - (a) the President or Chair of the Student Association (or in his or her absence, the Vice President); and
 - (b) the Treasurer of the Student Association; and
 - (c) the person performing the duties of a general manager (where the Student Association has such an officer).
- 7.10 The Student Association may, by written notice at least 9 days prior to the meeting, add a matter on the agenda of a Student Associations Committee.
- 7.11 The Chair of the Student Associations Committee may in his or her absolute discretion, invite or permit:
 - (a) members of staff or advisers of the ANU; and/or
 - (b) representatives of the Student Association other than those listed in 7.9(b) or 7.9(c), to attend meetings of the Student Associations Committee.

8. Governance

- 8.1 The Student Association will ensure that at all times that it holds any Funds under this Agreement:
 - (a) that it maintains proper governance arrangements as required by Law and its Constituent Documents; and
 - (b) that it is able to discharge its obligations under this Agreement, including that Funds are only used as permitted by Law and this Agreement.
- 8.2 The Student Association must ensure that any election for any position in the governance of the Association is conducted in accordance with its Constituent Documents, and that any such election is carried out in a manner that is free and fair.
- 8.3 The Student Association must immediately report to the University any material change in its governance arrangements that may affect its ability to perform this Agreement, including any resignation of an office bearer or any change in office bearers.

9. Reports

- 9.1 The Student Association must provide the Reports required by this clause 9 to the ANU at the times, in the format and containing the information (including financial information) required by the ANU from time to time.
- 9.2 **Year to Date Expenditure Report**
- (a) The Student Association must provide to the ANU a Year to Date Expenditure Report in accordance with the template set out in Schedule 2 (which may be varied pursuant to clause 19.5), which details the year to date expenditure of the Student Association against the Budget and as permitted by clause 4 of this Agreement.
 - (b) The Year to Date Expenditure Report must be provided to the ANU within 30 days of the end of each quarter (i.e. within 30 days of 30 March, 30 June, 30 September, 30 December) during the Agreement Period.
- 9.3 **Annual Acquittal Statement**
- (a) Prior to 14 February each year during the Agreement Period (or other such date reasonably required by the ANU in respect of 2015), the Student Association must provide the ANU with a statement from the Student Association President in the form specified in Schedule 4 confirming that the Funds have been acquitted in accordance with the Act.
- 9.4 **Auditor's Report**
- (a) During the Agreement Period and for 12 months afterwards, the Student Association must provide to the ANU a copy of its audited Annual Financial Statements, Auditor's Report and Auditors Management Representation Letter as soon as is practicable after they are completed and in any case no later than 30 April each year.
- 9.5 **Report on Review of Financial Governance**
- (a) The Student Association must provide a report to the ANU recording the Student Association's progress in implementing the Recommendations of the Review of Financial Governance of Student Associations on or before the following dates:
 - (i) within 14 days of the Commencement Date;
 - (ii) 31 August 2015;
 - (iii) 30 November 2015.
 - (b) If the Student Association has not implemented all of the relevant Recommendations of the Review of Financial Governance of Student Associations, which are within the power of the Student Association to implement, by 28 February 2016 to the reasonable satisfaction of the ANU, the ANU may suspend the payment of Funds under clause 3.5.
 - (c) Where the recommendations have been fully implemented prior to 28 February 2016, the ANU may notify the Student Association that it does not need to submit any further reports under clause 9.5(a).
 - (d) The Report on Review of Financial Governance must be in accordance with the template set out in Schedule 3 (which may be varied pursuant to clause 19.5).
- 9.6 The Student Association must make all Reports submitted to the ANU available to its members and the public via a dedicated web page maintained on the Student Association website which is accessible via a direct link on the front page of the Student Association website.
- 9.7 If any of the Reports provided to the ANU under this clause 9 are not provided within the time required, or the ANU (acting reasonably) considers the Report to be unsatisfactory, the ANU may, without limiting any of its other rights under this Agreement or at Law:
- (a) require the Student Association to correct any shortcomings and errors in the Report;
 - and

- (b) the ANU may by notice in writing identifying defects in the Report, suspend the payment of Funds under clause 3.5.

10. Books and records

10.1 The Student Association must:

- (a) keep adequate books and records which identify the receipt and expenditure of the Funds separately within the Student Association's accounting records so that at all times the Funds are identifiable and ascertainable; and
- (b) keep adequate books and records, in accordance with Australian Accounting Standards, in sufficient detail to enable all receipts and payments related to the Funds to be identified and reported in accordance with this Agreement; and retain and require its subcontractors to retain for a period of seven years after the expiry or termination of this Agreement, all books and records relating to the Funds.

10.2 This clause 10 applies during the Agreement Period and for a period of seven years thereafter.

11. Audit

11.1 The Student Association must ensure that its accounts are audited in accordance with applicable Law governing the auditing of its financial records.

11.2 The Student Association must ensure that its terms of engagement of any auditor include certification that the Funds have been expended in accordance with this Agreement.

11.3 The Student Association will ensure that ANU is provided with a copy of the auditor's report including certification provided in accordance with clause 11.2 at the time it submits its annual report to the ANU pursuant to clause 9.4.

12. Indemnity

12.1 The Student Association indemnifies the ANU, its officers and employees (referred to in this clause 12 as "those indemnified") from and against any loss or liability (including costs and expenses including the costs of defending or settling any claim referred to in this clause) arising out of or as a consequence of any breach of this Agreement by the Student Association, or negligence, wrongful or unlawful act or omission on the part of the Student Association, its employees, officers, agents, representatives, members or subcontractors in connection with this Agreement.

12.2 The Student Association's liability to indemnify those indemnified under clause 12.1 will be reduced proportionally to the extent that any negligent act or omission of those indemnified contributed to the loss.

13. Guidelines

13.1 The parties acknowledge the application of the Student Services, Amenities, Representation and Advocacy Guidelines.

13.2 At the first meeting of the Student Associations Committee after the Commencement Date the ANU and students associations will consult on:

- (a) the implementation of the National Access to Services Protocol; and
 - (b) the implementation of the National Student Representation Protocols,
- and will discuss in good faith any additional measures required to comply with the Guidelines.

14. Publicity

- 14.1 The ANU reserves the right to publicise and report on the awarding of the Funds, and may do this by, amongst other means, including the Student Association's name, the amount of the Funds and the use of the Funds, in media releases, general announcements, annual reports, and on the ANU website.
- 14.2 The Student Association grants the ANU a perpetual, irrevocable, world-wide, non-exclusive, royalty free licence (including the right to sub-licence) over copyright in the Reports to use or publish the Reports (or any part of them) for the purposes of this Agreement, compliance with Law or reporting to the government.

15. GST

- 15.1 In this clause, words and expressions which are not defined in this Agreement but which have a defined meaning in the GST Law have the same meaning as in the GST Law.
- 15.2 Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Agreement are exclusive of GST.

16. Dispute resolution

- 16.1 If a dispute arises in relation to the conduct of this Agreement (**Dispute**), a party must comply with this clause before starting court proceedings except proceedings for urgent interlocutory relief. Nothing in this clause affects a party's rights under clause 17.
- 16.2 A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute (**Dispute Notice**).
- 16.3 During the 10 Business Days after a Dispute Notice (or longer period if the parties to the Dispute agree in writing), the parties must use reasonable efforts to resolve the Dispute by good faith negotiations.
- 16.4 If a Dispute is not resolved under clause 16.3 within 10 Business Days of the first meeting in clause 16.3, the parties will refer the Dispute to the President of the Student Association and the Vice-Chancellor (or his or her delegate) who must as soon as practicable meet and use their reasonable efforts, acting in good faith, to resolve the Dispute.
- 16.5 If a Dispute is not resolved within 30 Business Days of the first meeting in clause 16.3, either party may refer the Dispute for mediation by the Australian Commercial Dispute Centre Limited (ACDC) for resolution in accordance with the Mediation Rules of the ACDC.
- 16.6 Each party to a Dispute must pay its own costs of complying with this clause 16. The parties must equally pay the costs of any mediator.
- 16.7 The parties must continue to perform their obligations under this Agreement, despite a Dispute and during any process conducted under this clause 16.

17. Termination and Expiry

- 17.1 The ANU may terminate this Agreement by providing 90 days written notice of termination to the Student Association with termination taking effect at the expiry of the notice period.
- 17.2 Without limiting any other rights or remedies the ANU may have against the Student Association arising out of or in connection with this Agreement, the ANU may terminate this Agreement effective immediately by giving notice to the Student Association if:
- (a) the Student Association materially breaches a provision of this Agreement where that breach is not capable of remedy;

- (b) the Student Association materially breaches any provision of this Agreement and fails to remedy the breach within 14 days after receiving notice requiring it to do so;
 - (c) if the Student Association has spent any Funds other than as permitted by this Agreement;
 - (d) if any statement made in the Student Association's submission for funding (if any) is incorrect, incomplete, false or misleading in a way that is not trivial and which would have affected the original decision to approve the provision of the Funds; or
 - (e) if clause 9.5(b) or 9.7(b) applies;
 - (f) an event specified in clause 17.3(a) to 17.3(c) (inclusive) happens.
- 17.3 The Student Association must notify the ANU immediately if:
- (a) the Student Association ceases to be able to pay its debts as they become due;
 - (b) proceedings are initiated with a view to obtaining an order for the winding up of the Student Association, or any person convenes a meeting for the purpose of considering or passing any resolution for the winding up of the Student Association;
 - (c) the Student Association applies to come under, the Student Association receives a notice requiring it to show cause why it should not come under, an order has been made for the purpose of placing the Student Association under, or the Student Association otherwise comes under one of the forms of external administration referred to in Chapter 5 of the Corporations Act or equivalent provisions in State or Territory legislation in relation to incorporated associations.
- 17.4 Without limiting any of the ANU's other rights or remedies:
- (a) on termination of this Agreement, the ANU is not obliged to pay to the Student Association any outstanding amount of the Funds, except to the extent that those monies have been legally committed for expenditure by the Student Association in accordance with this Agreement and payable by the Student Association as a current liability (written evidence of which will be required) by the date the Student Association receives the notice of termination; and
 - (b) on termination or expiry of this Agreement, the ANU is entitled to recover from the Student Association:
 - (i) any Funds which have not been spent, or legally committed for expenditure by the Student Association in accordance with this Agreement and payable by the Student Association as a current liability (written evidence of which will be required), by the date the Student Association receives the notice of termination; and
 - (ii) the amount of any Funds which have been spent other than in accordance with this Agreement.
- 17.5 The ANU may give the Student Association a notice requiring the Student Association to repay to the ANU (or deal with as specified by the ANU) an amount which the ANU is entitled to recover under clause 17.4(b) and the Student Association must repay the amount specified in the notice in full (or deal with it as specified by the ANU) within 30 days of the date of the notice.
- 17.6 Termination or expiry of this Agreement does not affect any accrued rights or remedies of a party.

18. Notices and other communications

- 18.1 A notice must be in writing, in English and signed by a person duly authorised by the sender; and hand delivered or sent by prepaid post or email transmission to the address for notices set out in Item 2 of Schedule 1.

- 18.2 A notice taken to be received:
- (a) if hand delivered, on delivery;
 - (b) if sent by prepaid post, on the second Business Day after the date of posting; or
 - (c) if sent by email, on the day on which the transmission was sent in its entirety,
- but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the notice is taken to be received at 9.00am on the next Business Day.

19. Miscellaneous

- 19.1 The Student Association must not use any of the Funds as any form of security for the purpose of obtaining or complying with any form of loan, credit, payment or other interest.
- 19.2 Without limiting any other of the ANU's rights or remedies, any amount owned or payable to the ANU (including by way of refund), or which the ANU is entitled to recover from the Student Association, under this Agreement will be recoverable by the ANU as a debt due and payable to the ANU by the Student Association.
- 19.3 The ANU may set-off any money due for payment by the ANU to the Student Association under this Agreement against any money due for payment by the Student Association to the ANU under this Agreement.
- 19.4 Subject to sub-clause 19.5, no agreement or understanding varying or extending this Agreement is legally binding upon either party unless the agreement or understanding is in writing and signed by both parties.
- 19.5 ANU may, following good faith consultation with the Student Association: :
- (a) with the agreement of the Student Association (not to be unreasonably withheld) amend the reporting templates in Schedule 2 or Schedule 3; or
 - (b) by notice in writing to the Student Association, unilaterally vary this Agreement to give effect to any requirement of Law that applies in respect of Funds.
- 19.6 A party may only assign its rights or novate its rights and obligations under this Agreement with the prior written consent of the other party.
- 19.7 This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.
- 19.8 A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the terms of this Agreement continue in force.
- 19.9 Waiver of any provision of or right under this Agreement:
- (a) must be in writing provided by the party entitled to the benefit of that provision or right; and
 - (b) is effective only to the extent set out in any written waiver.
- 19.10 This Agreement does not create a relationship of employment, agency or partnership between the parties. The parties must not represent themselves, and must ensure that their officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee, partner or agent of the other party, or as otherwise able to bind or represent the other party.
- 19.11 Clauses 4, 5, 6, 9, 10, 11, 12, 14.2, 16, 17.4, 17.5, 17.6, 18, 19, and 20 survive the expiry or termination of this Agreement and remain in full force and effect.

19.12 This Agreement is governed by the law of the Australian Capital Territory and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory.

20. Definitions and interpretation

20.1 In this Agreement, except where the contrary intention is expressed, the following definitions are used:

Account	the account the Student Association must establish under clause 5.
Australian Accounting Standards	the standards of that name maintained by the Australian Accounting Standards Board (created by section 226 of the <i>Australian Securities and Investments Commission Act 2001</i> (Cth)) or other accounting standards which are generally accepted and consistently applied in Australia.
Agreed Terms	clauses 1 to 20 of this Agreement, which set out terms and conditions agreed by the parties.
Agreement	this agreement between the ANU and the Student Association, as varied from time to time in accordance with clause 19.4 or 19.5, and includes its schedules and any attachments.
Agreement Period	the period during which this Agreement is in effect in accordance with clause 1.1 and 1.2.
Budget	a budget for the expenditure of Funds in an agreed period, approved by ANU under clause 3.2.
Business Day	a day that is not a Saturday, Sunday, public holiday or bank holiday in the Australian Capital Territory or during the ANU shut-down between Christmas and New Year .
Commencement Date	the date on which this Agreement commences, as specified in item 1 of Schedule 1.
Constituent Documents	includes any articles of incorporation, constitution or any rules or other document constituting the Student Association or governing its activities.
Funds	the amounts payable by the ANU under this Agreement after approval of a Budget by ANU in accordance with clause 3.2.
GST	has the same meaning as in the GST Law.
GST Law	the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Law	the <i>Higher Education Support Act 2003</i> (Cth) and related Guidelines and all other applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia, whether made by a State, Territory, the ANU, or a local government, and includes the common law and rules of equity as applicable from time to time.

Recommendations of the Review of Financial Governance of Student Associations.	the recommendations of the 2014 Ernst and Young Review of Financial Governance of Student Associations as adopted by the ANU Audit and Risk Management Committee and set out in column 1, Schedule 3.
Reports	each of the reports to be provided under clause 9.
Schedule	a schedule to this Agreement.

20.2 In this Agreement, except where the context does not permit:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph or schedule is to a clause or paragraph of, or schedule to, this Agreement;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to A\$, \$A, dollar or \$ is to Australian currency;
- (f) a reference to time is to Canberra, Australia time;
- (g) a reference to a party is to a party to this Agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assignees and substitutes;
- (h) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (k) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (l) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (m) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it;
- (n) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day;
- (o) headings are for ease of reference only and do not affect interpretation; and
- (p) any words and expressions which are not defined in this Agreement but which have a defined meaning in the GST Law have the same meaning as in the GST Law.

Schedule 1 – Agreement Details

Item number	Description	Clause Reference	Details
1.	Commencement Date	1 and 19	Date that this Agreement is signed by the last executing Party
2.	Address for Notices	17	<p>ANU: Pro Vice Chancellor (Learning Teaching and Students) Chancelry Building 10 The Australian National University 0200 ACT Email: pvc.se@anu.edu.au</p> <p>Student Association: Position: _____ _____</p> <p>Address: _____ _____ _____</p> <p>Email: _____</p>

Schedule 2 – Year to Date Expenditure Report

STUDENT SERVICES & AMENITIES
FEE
YEAR TO DATE EXPENDITURE
REPORT

Student
Association

Funding Year

Report Quarter

Report Date

Expenditure Category	Sub Category	Applicable SSAF Categories (Per Clause 3.3 of Funding Agreement)	Applicable Initiatives per Budget Submission where applicable	Annual Budget	YTD Expenditure	Unexpended Funds	Projected expenditure to 31 December	Anticipated variation to budget	
								Amount	Reason for variation
Salaries and Wages & Other Employee Related Expenses	Executive Honoraria					\$ -		\$ -	
	Administration					\$ -		\$ -	
	Student Welfare & Support					\$ -		\$ -	
	Accounting & Audit Fees					\$ -		\$ -	
Administration Costs	Bank Fees					\$ -		\$ -	
	Election Costs					\$ -		\$ -	
	Legal Expenses					\$ -		\$ -	
	Rent & Outgoings					\$ -		\$ -	
	Repairs & Maintenance					\$ -		\$ -	
	Stationery & Office Supplies					\$ -		\$ -	
							\$ -		\$ -

	Printing & Publications					\$	-			\$	-
	Telephone & Communications					\$	-			\$	-
	IT Support & Maintenance					\$	-			\$	-
	Office Equipment					\$	-			\$	-
	Utilities & Cleaning					\$	-			\$	-
	Other (please specify)					\$	-			\$	-
Student Engagement & Welfare	Advertising & Promotion					\$	-			\$	-
	Training & Professional Development					\$	-			\$	-
	Travel:					\$	-			\$	-
	Flights					\$	-			\$	-
	Accommodation & Meals					\$	-			\$	-
	Other (taxi's, bus hire etc)					\$	-			\$	-
	Rental & Hire of Facilities & Equipment					\$	-			\$	-
	Conferences & Seminars					\$	-			\$	-
	Catering & Entertainment					\$	-			\$	-
	Uniforms					\$	-			\$	-
	Equipment					\$	-			\$	-
	Scholarships, Stipends & Grants					\$	-			\$	-
	Other Student Assistance					\$	-			\$	-
	Other (please specify)					\$	-			\$	-
	TOTAL					\$	-			\$	-

Schedule 3 – Report on Recommendations of the 2014 Review of Financial Governance of Student Associations

Response to review of student associations' financial governance						
Recommendation	University Response	Students Association Response	Actions Planned	Responsible person	Timeframe	Status
<p>1. The ANU should enforce the audit requirement imposed under clause 10.2 of the funding agreement (i.e. requiring student associations to obtain independent certification that the SSAF funds have been expended in accordance with the funding agreement). This provides a safeguard for the University's compliance with the Act</p>	<p>Agreed. There are likely to be costs involved in requiring Student Associations to obtain independent certification that the SSAF funds have been expended in accordance with the funding agreement. To minimise any additional costs the certification will be obtained as part of the Student Associations annual audit, commencing with the November 2014 accounts.</p>	<p>Agreed in principle. Student associations to seek advice from the independent auditors as to practicality and cost</p>	<p>Student associations to contact auditors to receive quotes for certification.</p>	<p>Student Associations</p>	<p>Mid-November</p>	
<p>2. The ANU should develop guidance detailing a compilation of the financial, governance and legal requirements of student associations under the funding agreement and the Act. This should be disseminated to the associations seeking SSAF funding, particularly after a change in administration</p>	<p>Agreed. This will be incorporated into the budgeting and reporting template noted at Recommendation 3. Student Associations will engage their bookkeeper and external accountants to further develop and enhance the reporting template and guidelines with assistance from the University as required. The templates and guidelines will be reviewed and endorsed by the Student Associations' Finance Committee (refer Recommendation 5) once established. The requirements will be included in the new funding agreement with Student Associations.</p>	<p>Agreed in principle. The student associations note that such requirements are subject to interpretation. As such, adherence to the proposed guidance would be subject to the advice of counsel.</p>	<p>Students Associations to create compilation of financial, governance and legal requirements of the funding agreement Act</p>	<p>Students Association</p>	<p>December</p>	

<p>3. The ANU should develop a standardised reporting template, which addresses requirements of the funding agreement and the Act, for student associations to use for the purposes of reporting under clause 8.2</p>	<p>Agreed. The University has developed a standardised reporting template which will be included in the new funding agreements with Student Associations. SSAF funding will be contingent on compliance with Recommendations 2 and 3.</p>	<p>Agreed in principle, pending review of the template by the student associations. The published 1H 2014 reports were based on a new shared template and provided significantly greater detail than that of previous report. No feedback from on the ANU relating to the reports has been received.</p>	<p>University to prepare budgeting and reporting template.</p>	<p>University</p>	<p>N/A</p>
<p>4. ANUSM should prioritise the audit of their 30 November 2013 annual report to ensure compliance with the funding agreement</p>	<p>Agreed. The University will communicate with ANUSM to ensure their audited statements are completed and prioritised as soon as possible. All further SSAF funding will be suspended for ANUSM and any other Student Associations which have outstanding matters in relation to financial affairs.</p>	<p>Agreed. ANUSM has undertaken significant efforts in 2014 to ensure its accounts are up to date. Following the appointment of a bookkeeper, the 2012 accounts were prepared from 8/5/14 - 19/8/14 (despite the auditor being overseas for a month in that period), and work on the 2013 accounts began on 16/9/14. These are currently with the auditor.</p>	<p>ANUSM to present audited accounts as soon as they are available</p>	<p>ANUSM</p>	<p>Mid-November</p>
<p>5. The collective policies and procedures shared between ANUSA, PARSa and ANUSM should be updated to include: accounts receivable; write-off and provision of doubtful debts; procurement; and handover arrangements</p>	<p>Agreed. The Student Associations with assistance from the University will draft and maintain these policies and procedures. In addition, following a suggestion by the University's Finance Committee with representation from each of the Student Associations and a member from the University's Finance & Business Services team to meet regularly (minimum bimonthly) to review financial matters, including policies and procedures. Furthermore, the Student Associations should consider inviting a finance professional external to the University to also sit on the Finance Committee</p>	<p>Agreed. As noted above, the students associations continually review the shared suite of financial policies and procedures. The suggested policies are currently in the drafting process. The student associations agree to engage in regular meetings with F&BS for consultation purposes.</p>	<p>Student associations & University to collaborate to create a Terms of Reference for the University Finance Committee. Student Associations to continue to update their collective policies.</p>	<p>University & Students Associations</p>	<p>On-going</p>

<p>6. ANUSM should cease engagement with Halletts until formal agreement is prepared that details their terms of engagement and fees relating to the current financial reporting period. Accounting services relating to future reporting periods should be provided under the shared services operating model in recommendation 7 below</p>	<p>Agreed. Further engagement with Halletts will cease until terms and conditions are agreed and documented. In addition, no further long term contracts will be entered into with Halletts until Recommendation 7 has been implemented.</p>	<p>N/A</p>	<p>N/A</p>	<p>N/A</p>
<p>7. To enhance the existing shared services operating model and leverage the benefits gained from a shared bookkeeper, the associations should also consistently engage the same accountant and auditor across all three associations. In selecting an accountant and auditor, a panel should be established for the assessment of suppliers. The panel should have representation from all three associations and an ANU representative to provide guidance based on the ANU's procurement processes</p>	<p>Agreed. Coordinated professional accounting and auditing arrangements will provide both economies of scale and a more effective and consistent service. Student Associations must inform the University of all terms and conditions including expiry dates of services with current external accountants and auditors in order to commence transition to one provider. The engagement of a suitably qualified CA/CPA bookkeeper as outlined in Recommendation 8 will mean that only professional auditing services will be required. This will result in savings to the budget for professional accounting services as a CA/CPA bookkeeper will have the technical skills to prepare accounts ready for audit.</p>	<p>Students Association will liaise with University to draft a new PD/job advertisement which will include CA/CPA 'preferred'.</p>	<p>Student Associations</p>	<p>Early November</p>

separate organisations. Concerns are expressed about the difficulty of locating a candidate that would be comfortable performing the suggested range of tasks, ranging from menial data entry to preparation of annual accounts. Additional consideration is needed in this allocation of duties, possibly retaining the services of external accountants where specific expertise is required. From a budgetary perspective, a full time CA/CPA would cost ~\$101,454 (ANU SM1). However accounting services currently cost approximately \$31,000 p.a. and the bookkeeper position \$26,000 p.a., with further savings to be made if there is a consolidation of suppliers.

8. The student associations should consider the engagement of a more suitably qualified bookkeeper. It is recommended that the bookkeeping role be filled by a full-time professional with a relevant postgraduate accounting qualification from the ICAA or CPA

Agreed in part. While professional accounting qualifications are desirable, candidates must be selected based on multiple relevant criteria including professional experience and fit with the position as a whole. The nature of the position will also be subject to the outcome of the allocation of duties discussion noted above. An ANU representative with professional expertise in accounting and/or auditing would be welcome on the interview panel.

Students Associations will coordinate an ANU representative for the upcoming vacancy of the Finance Position.

Student Associations

Early November

Schedule 4 – Annual Acquittal Form

Student Services and Amenities Fee

Acquittal Statement

Acquittal Period: 1 January [insert year] to 31 December [insert year]

I certify that the revenue received by [insert Association name] from the Student Services and Amenities fee for the acquittal period was spent strictly in accordance with the Higher Education Support Act 2003 and the Administration Guideline made under the Act and only on services and amenities specified in subsection 19-38(4) of the Act.

Name of authorised officer on behalf of the Association: _____

Title: _____

Signature: _____ Date: _____

Signing page

EXECUTED as an agreement.

Signed for and on behalf of the Australian National University by its duly authorised delegate in the presence of

Andrew W. Smith

Signature of witness

Andrew Smith

Name of witness (print)

[Signature]

Signature of delegate

Richard Baker

Name of delegate (print)

No Vice-Chancellor
Position of delegate (print) (Student Representative)

Signed for an on behalf of the

The Australian National University Students' Association by its duly authorised representative in the presence of:

[Signature]

Signature of witness

Marnie Hughes-Warrington

Name of witness (print)

[Signature]

Signature of Authorised Officer

Ben Gill

Name of Authorised Officer (print)

President

Position of Authorised Officer (print)