

AGREEMENT BETWEEN

(Name of School)

AS A PARTICIPATING SCHOOL WITH

**THE ASSOCIATION OF INDEPENDENT SCHOOLS
OF NEW SOUTH WALES
BLOCK GRANT AUTHORITY LIMITED**

AIS NSW-BGA
6/2/2004

Agreement made the

day of

2004

Between: The Association of Independent Schools of N.S.W.B.G.A. Limited ("the B.G.A."), a body corporate approved by the Minister in writing pursuant to sub-section 25A(1) of the States Grants (Schools Assistance) Act 1996 ("the Act") and have its registered office at 4th Floor, 99 York Street, Sydney. 2000

And: _____ being the party legally (Name of the person or body) entitled to contract in relation to the _____
(Name of School)
(prospective) school ("the School").

Whereas:

- (a) under sub-section 25B(1) of the Act the Minister may, subject to section 25B, for the purposes of Section 26, approve in respect of the year 1988 or a subsequent year building projects and equipment projects in connection with non-government primary schools and non-government secondary schools: and
- (b) under section 26 of the Act the Minister may authorise the payment of such amounts as the Minister determines to a State or the Northern Territory under that section by way of financial assistance to that State or the Northern Territory in respect of expenditure for a project approved under section 25 of the Act; and
- (c) under sub-section 25A(1) of the Act the Minister may approve a body corporate as a Block Grant Authority in relation to the schools specified in the approval; and
- (d) The B.G.A. has entered into an agreement with the Australian Government under which it is to administer certain funds which may be made available to participating schools.
- (e) The School is required by the Australian Government to choose whether it wishes to join the B.G.A. as a (prospective) participating school.
- (f) The School wishes to become a (prospective) participating school.

NOW IT IS HEREBY AGREED as follows:

1.1 Definitions

In this Agreement:

- (a) "Block Grant Authority" means a body corporate approved by the Minister in writing pursuant to sub-section 25A(1) of the Act;
- (b) "approved project" means a project approved by the Minister being a project in connection with the participating schools;
- (c) "the Commonwealth" means the Commonwealth of Australia;
- (d) "funds" means moneys made available by the Australian Government for payment to participating schools in relation to approved projects;
- (e) "the Minister" means the Minister for Education Science and Training, or such other Minister as may from time to time be responsible for the administration of the Act or the duly authorised Delegate of the said Minister;
- (f) "project" means a building project or an equipment project as defined in the Act;
- (g) "provisionally approved" has the same meaning as that phrase bears in sections 6A and 7A of the Act;
- (h) "the Department" means the Australian Government Department of Education Science & Training;
- (i) "participating school" means a school for which an application to join the B.G.A. has been accepted;
- (j) "prospective participating school" means a school or proposed school for which an application to join the Block Grant Authority has been provisionally accepted and for which an application for the provision of financial assistance under the Act has been made, but not yet been provisionally approved under the Act;

1.2 A reference to the Act shall be construed as including a reference to

- (a) the Act as amended for time to time; or
 - (b) any other Commonwealth Act containing provisions corresponding to those of the Act in relation to a year subsequent to 1988 and a reference to the provisions of the Act shall be construed as a reference to the corresponding provisions of that other Commonwealth Act.
2. This agreement shall come into force when it has been executed on behalf of the parties.
3. The school hereby elects to become a participating school and requests the B.G.A. to enter it on the register of participating schools and notify the Secretary of the Department that it has so elected.
4. The B.G.A. undertakes to:
- (a) advise the School each year of the closing date it has set for applications for funds at least 60 days before that date and of the procedures that the School needs to follow in the preparation of and submission of any such application;
 - (b) accept from the School any application for funds submitted before the closing date referred to in paragraph(a);
 - (c) assess the School's application for funds and also, where that application is successful, advise the school accordingly.
5. The School acknowledges that if it intends to lodge an application for funds, it will be required to enter into a further agreement with the B.G.A., under which the school agrees to be bound by the B.G.A.'s administrative process and procedures which are set out therein, before its application will be considered.
6. This Agreement shall terminate:
- (a) forthwith upon the termination of the agreement between the Australian Government and the B.G.A.;
 - (b) upon the expiry of a period of 12 months notice in writing given by either party to the other at any time after the expiry of two years from the date hereof;
 - (c) upon the filing of an application to wind up the School (otherwise than for the purpose of reconstruction or amalgamation) under any law relating to bankruptcy or insolvency.
 - (d) upon the appointment of a Receiver or Receiver and Manager to any part of the property of the School.

PROVIDED ALWAYS that where a participating school has accepted funds from the B.G.A. for an approved project, the agreement may only be terminated by the participating school if:

- (i) the approved project has been completed and the B.G.A. has given to the Australian Government the certificates referred to in sub-paragraphs 26(2B)(b)(iii) and 26(2B)(b)(iv) of the Act; or
- (ii) an agreement between either the participating school, the B.G.A. and another Block Grant Authority or the participating school, the B.G.A. and the Australian Government has been entered into, under which the participating school assumes the same obligations to the other Block Grant Authority or the Australian Government as are imposed by this agreement on the participating school; or
- (iii) the funds received by the participating school from the B.G.A. for an approved project have been repaid to the B.G.A. and the B.G.A. to the Australian Government.

Signed for and on behalf of the Association
of Independent Schools of New South Wales Block
Grant Authority Limited in the presence of: _____

Signed for and on behalf of:

Name of School

in the presence of: _____