

BILATERAL AGREEMENT ON THE NATION BUILDING AND JOBS PLAN



An agreement between

the **Commonwealth of Australia** as represented by
the Department of Education, Employment and
Workplace Relations
(the Commonwealth)

and

New South Wales as represented by the New South
Wales Department of Education and Training
(NSW)

Through this Agreement the Commonwealth will fund NSW to deliver timely economic stimulus through building prosperity for the future and supporting jobs in its jurisdiction.

Schedule 2A- the Commonwealth's Obligations

AUSTRALIAN GOVERNMENT BUILDING THE EDUCATION REVOLUTION PROGRAM FUNDING

Item A: BER ELEMENT [clause 3.1]

National School Pride Program

Item B: FUNDING PERIOD [clause 3.1]

This Schedule applies to Funding authorised for the Period from 2008-09 to 2009-10.

Item C: FUNDING AMOUNT [clause 3.1]

Total Funding available including the administration fee is \$294,602,000 (exclusive of GST)

Item D: FUNDING INSTALMENTS [clause 3.1]

Payments in Column 1 will be made at the times set out in Column 2.*

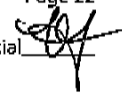
| COLUMN 1 | COLUMN 2 |
|--------------------------------|---|
| Instalment 1 \$88,380,000 | Payment will be made on the 7 th day of the month following the month in which the agreement is executed by all parties. |
| Instalment 2 \$206,221,000 | Payment will be made on the 7 th day of the month following receipt and acceptance by DEEWR of the detailed statement of income and expenditure including expenditure to each school for the previous financial year in accordance with clause 4.1.1(c) of this agreement. This payment will not be made before 7 July 2009. |

We may withhold some, or all, of the payment of any funding instalment, subsequent to instalment 1 in the table above, if You have not paid to your schools at least 50 % of the funding paid to You by Us under this agreement in the financial year immediately preceding the financial year in which the funding instalment is due to be made.

The Commonwealth will not provide any additional Funds to You to meet any GST liabilities You incur as a result of subcontracting any part of the performance of Your obligations under this Agreement.

The date for payment is within 30 days of the date specified in the Table and after acceptance by the Commonwealth of:

- (a) any Report required by the Guidelines; and
- (b) if requested by the Commonwealth, a correctly rendered tax invoice;
- (c) delivered by You to the Commonwealth in accordance with this Agreement.



Bilateral Agreement on the Nation Building and Jobs Plan

Item E: YOUR ADMINISTRATIVE EXPENDITURE [clause 4.5]

You may use \$4,354,000 of the Funding Amount in Item C of this Schedule for your administrative expenses associated with carrying out your obligations under this agreement as follows:

| Financial Year | Funding |
|----------------|--------------------|
| 2008-09 | \$1,306,000 |
| 2009-10 | \$3,048,000 |
| Total | \$4,354,000 |

* Figures may not add due to rounding

Item F: PROGRAM DELEGATE [clause 3.2 and 7.11]

The Program Delegate and the person who can accept notices for the Commonwealth is:

Name: Dr Carol Nicoll
Office Address: Department of Education, Employment and Workplace Relations
16 Mort St
Canberra City ACT 2601

Postal Address: GPO Box 9880
Canberra City ACT 2601

Fax: (02) 6123 6217
Phone: (02) 6240 7920
Email: carol.nicol@deewr.gov.au

Bilateral Agreement on the Nation Building and Jobs Plan

Schedule 2B- the Commonwealth's Obligations**AUSTRALIAN GOVERNMENT BUILDING THE EDUCATION REVOLUTION PROGRAM FUNDING****Item A: BER ELEMENT [clause 3.1]**Primary Schools for the 21st Century**Item B: FUNDING PERIOD [clause 3.1]**

This Schedule applies to Funding authorised for the Period from 2008-09 to 2010-11

Item C: FUNDING AMOUNT [clause 3.1]

Total Funding available including the administration fee is \$2,723,495,000 (exclusive of GST)

Item D: FUNDING INSTALMENTS [clause 3.1]

Payments in Column 1 will be made at the times set out in Column 2.*

| COLUMN 1 | | COLUMN 2 |
|--------------|-----------------|---|
| Instalment 1 | \$131,620,000 | Payment will be made on the 7 th day of the month following the month in which the agreement is executed by all parties. |
| Instalment 2 | \$1,448,523,000 | Payment will be made on the 7 th day of the month following receipt and acceptance by DEEWR of the detailed statement of income and expenditure including expenditure to each school for the previous financial year in accordance with clause 4.1.1(c) of this agreement. This payment will not be made before 7 July 2009. |
| Instalment 3 | \$1,143,352,000 | Payment will be made on the 7 th day of the month following receipt and acceptance by DEEWR of the detailed statement of income and expenditure including expenditure to each school for the previous financial year in accordance with clause 4.1.1(c) of this agreement. This payment will not be made before 7 July 2010. |

We may withhold some, or all, of the payment of any funding instalment, subsequent to instalment 1 in the table above, if You have not paid to your schools at least 50 % of the funding paid to You by Us under this agreement in the financial year immediately preceding the financial year in which the funding instalment is due to be made.

The Commonwealth will not provide any additional Funds to You to meet any GST liabilities You incur as a result of subcontracting any part of the performance of Your obligations under this Agreement.

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- (a) any Report required by the Guidelines; and
- (b) if requested by the Commonwealth, a correctly rendered tax invoice;
- (c) delivered by You to the Commonwealth in accordance with this Agreement.

Item E: YOUR ADMINISTRATIVE EXPENDITURE [clause 4.5]

You may use \$40,249,000 of the Funding Amount in Item C of this Schedule for your administrative expenses associated with carrying out your obligations under this agreement as follows:

| Financial Year | Funding |
|----------------|--------------|
| 2008-09 | \$1,945,000 |
| 2009-10 | \$21,407,000 |
| 2010-11 | \$16,897,000 |
| Total | \$40,249,000 |

* Figures may not add due to rounding

Item F: PROGRAM DELEGATE [clause 3.2 and 7.11]

The Program Delegate and the person who can accept notices for the Commonwealth is:

Name: Dr Carol Nicoll
Office Address: Department of Education, Employment and Workplace Relations
16 Mort St
Canberra City ACT 2601

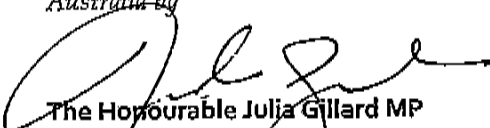
Postal Address: GPO Box 9880
Canberra City ACT 2601

Fax: (02) 6123 6217
Phone: (02) 6240 7920
Email: carol.nicol@deewr.gov.au

Bilateral Agreement on the Nation Building and Jobs Plan

Parties have confirmed their commitment to this Agreement as follows:

Signed for and on behalf of the Commonwealth of Australia by



The Honourable Julia Gillard MP
Minister for Education, Employment and Workplace Relations

14/4/2009

Signed for and on behalf of New South Wales by



The Honourable Verity Firth MP
Minister for Education and Training

4/3/2009