

**Senate Standing Committee on Education Employment and Workplace
Relations**

**QUESTIONS ON NOTICE
Budget Estimates 2010-2011**

Outcome 2 - Schools

DEEWR Question No.EW0239_11

Senator Cormann asked on 1/06/2010, Hansard page 25.

Question

DELEGATE OF THE MINISTER

Senator CORMANN—Who is the delegate? At what level in the department is the delegate located?

Mr Storen—We can come back and tell you that.

Senator CORMANN—That would be good. Are there any exit clauses in those agreements?

Mr Storen—Once again, we will take that on notice, and if we can provide you the answer on Thursday we will.

Senator CORMANN—I would also like to get the following information on notice: how many schedules have been formally agreed to across all of the government schools; how many individual contracts have been entered into on the non-government side of things; what are the relevant exit arrangements, if applicable; what payments have been committed to under the contracts to date; and what would be the cost to the Commonwealth if it were to make a decision to get out of those contracts.

Ms Paul—We may be able to answer some of that information on Thursday.

Answer

The delegates to sign funding agreements for Trade Training Centres are the Group Manager, Infrastructure and Funding Group, Deputy Secretaries and the Associate Secretary.

Exit clauses are included in both government and non-government project funding agreements. These agreements are available on the Trade Training Centres in Schools website at www.deewr.gov.au/Schooling/TradeTrainingCentres/Pages/Resources.aspx

To date, 97 schedules have been formally agreed in the government sector and 50 agreements have been formally agreed in the non-government sector.

As at 24 June 2010, \$417 062 045 has been committed in payments to executed contracts.

If the Commonwealth made a decision to terminate all the agreements, the Commonwealth would be liable for any payments listed under the agreements that were due prior to the date of termination. The agreements also provide a provision to cover any reasonable costs incurred by the parties and directly attributable to the

termination or partial termination of the Agreement.

A calculation of the actual costs associated with terminating the agreements is dependent on the timing of the termination.