



Department of
**Jobs, Tourism, Science
and Innovation**

International Education Industry Support Payment 2022

For Small and Medium Sized Private
International Education Providers in
Western Australia

- Guidelines
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- Terms and Conditions

1 April 2022



The International Education Industry Support Payment (IEISP) 2022 forms part of the *Safe Transition Industry Support Package* announced on 10 February 2022. The IEISP is a \$6 million fund available to eligible small and medium-sized private international education providers impacted by the delayed reopening date for Western Australia.

Grants of \$50,000 will be available for eligible small-sized providers (with 19 employees or less) and \$100,000 for eligible medium-sized providers (with 20-199 employees). Payments are exclusive of GST.

- Only one application per provider will be accepted.
- All participating providers must meet the eligibility criteria outlined below.
- Recipients of IEISP 2022 funding may be subject to audit.

1. Eligibility criteria

To be eligible for the payments, private providers of international education services must meet the following criteria:

- A. Have a valid and active Australian Business Number (ABN).
- B. Be considered a small or medium business as per the definitions stated below:
 - a. a small-sized business is a business employing less than 19 or less employees (casual workers excluded)
 - b. a medium-sized business is a business employing between 20 and 199 employees (casual workers excluded).
- C. Have an active Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) provider code.
- D. The business must be based and operated in Western Australia. Your registered business address must be located in the state of Western Australia.
- E. Be a legal entity that is able to enter into a funding agreement with the WA Government.
- F. Be a provider that relies on international students as its core business.

2. Payments

Successful Applicants will receive either \$50,000 or \$100,000 as one-off payments (exclusive of GST) from the Western Australian Government through the Department of Jobs, Tourism, Science and Innovation (JTSl).

3. How to apply

Applicants should complete and lodge an application online from this <https://ie.smartygrants.com.au/internationalserviceprovider>.

Before starting your application please ensure your business meets all the eligibility criteria. You will be required to provide ALL of the following information:

1. A declaration your business relies on the provision of international education as its core business.
2. Full contact details of your business, including the legal business name and trading name.
3. A valid and active ABN.
4. Your CRICOS provider code.
5. Details of your nominated bank account to receive payment.
6. Details of full-time and part time staff numbers as at 5 February 2020 (prior to the COVID-19 pandemic) and the number you planned to have in place from 5 February 2022. This does not include casual staff.
7. Details of your student capacity - Number of international students who had enrolled as at 5 February 2020 (prior to the COVID-19 pandemic), the number of Confirmation of Enrolments you have for the first half of 2022 (as at the date of application), and your student capacity when fully operating.
8. Details of course(s) and their duration(s) that your business provides for international students – in weeks.



9. List the type of expenses incurred in preparation for a 5 February 2022 reopening.

The steps below outline how to submit an application.

- Step 1 Go to the <https://ie.smartygrants.com.au/internationalserviceprovider>.
- Step 2 Click on the 'Start a submission' link.
- Step 3 Complete the application registration process. You will receive an email confirming your reference number (IEISP#).
- Step 4 Complete the online application form. You can save and return to the application form at any time before you submit the form.
- Step 5 Once your application is complete, click 'Submit'.
- Step 6 You will receive an automated email acknowledging that your application has been received. Without this acknowledgement, your application has not been submitted.

No other supporting or additional documentation beyond what is required by the application form should be submitted as it will not be used in the evaluation.

4. Timeframes

Applications open at 11am (AWST) on 1 April 2022 and close at 10.00am (AWST) on Monday 2 May 2022.

Applicants should ensure they allow sufficient time to complete the form as late or incomplete applications will not be accepted.

5. Assessment and Terms and Conditions

5.1. Assessment

Once the application is submitted, it will be assessed by JTSI against the eligibility criteria for the IEISP, and reviewed by an assessment panel prior to any recommendation for payment being progressed.

Successful Applicants will receive a Notification via email that their application has been successful and payment will be made directly to the Applicant's nominated Australian bank account.

Unsuccessful Applicants will be notified in writing.

5.2. Terms & Conditions

By submitting your application(s), you acknowledge and agree to be legally bound by these Guidelines, including the General Terms and Conditions as set out in these Guidelines. These Guidelines and the General Terms and Conditions will form and constitute a legally binding Agreement between you (the Applicant) and the JTSI.

Before submitting your application please ensure you have read and understood the General Terms and Conditions as set out in these Guidelines.

6. Contact

All enquiries regarding the IEISP can be directed to iesupport@jtsi.wa.gov.au.

7. General tax information

7.1. Income Tax

Depending on an Applicant's individual circumstances, the receipt of funding from this payment may be treated as assessable income. We strongly recommend that potential Applicants seek independent advice about the possible income tax implications from a qualified tax agent/advisor, or the Australian Taxation Office, prior to submitting an application.



7.2. GST

The Department of Jobs, Tourism, Science and Innovation does not consider the funding provided under the payment to be subject to GST as Applicants are not anticipated to make any supply to the Department. Payments are fixed at either \$50,000 or \$100,000 and excluding GST.

7.3. Tax invoices

The Department of Jobs, Tourism, Science and Innovation will issue a payment remittance advice to Applicants to evidence the payment of the funding to the Applicant's nominated business bank account.



Frequently Asked Questions (FAQs)

My international education provider business operates several locations across the State. Am I able to submit an application for each one?

If you operate from more than one location but the businesses are under the same ABN, you can apply only once.

My business is located outside WA, but I service customers in the State. Can I apply?

No, only international education providers with their main business location in WA are eligible to apply.

What paperwork do I need to submit in support of my application?

Required documentation is noted in the “How to Apply” section of the Guidelines. Several declarations regarding the size of your business and enrolments will need to be provided. All information submitted as part of your application may be subject to audit.

Who do I contact with any queries?

All enquiries regarding the IEISP can be directed to iesupport@jtsi.wa.gov.au.

JTSI officers cannot review and quality check an application, however general information in relation to the IEISP can be provided.



General Terms and Conditions

1. Cancellation and Variation

1.1 The Department of Jobs, Tourism, Science and Innovation (JTSI) reserves the right at its absolute discretion, at any time and from time to time, to (in whole or in part) cancel, vary, supplement, supersede or replace this Payment.

1.2 If JTSI cancels, varies, supplements, supersedes or replaces this Payment, then:

- a) JTSI will advise each Applicant that the Payment has been cancelled, varied, supplemented, superseded or replaced; and
- b) The Applicant shall not have any recourse against JTSI whatsoever including claims for any costs or expenses incurred by the Applicant in applying for funding through this Payment.

2. JTSI's Rights & Applicant Obligations

2.1 JTSI Rights

JTSI is under no obligation to accept any application and may reject any application at its absolute discretion, including, but not limited to:

- a) an application fails to comply with the requirements of this Payment;
- b) an application is incomplete or contains information or representations that are false or misleading; or
- c) JTSI, in its absolute discretion, decides to cancel the Payment, or exercise any other right referred to in clause 1 above.

2.2 Information

During the assessment of an application and for three years after the date upon which the funding payment is made to the Applicant, JTSI may from time to time request information and/or documents in connection with the Payment, the Applicant's eligibility and/or this Agreement, including without limitation any information or documents (including supporting evidence) which JTSI reasonably requires to consider whether JTSI is or should be satisfied of or with any matter in connection with the Payment, or the Applicant's eligibility or this Agreement and the Applicant must promptly comply within the time period prescribed in JTSI's written request.

2.3 Applicant Warranties

The Applicant, in submitting an application, warrants and represents that all information and representations (in whatever form) given to JTSI under, as part of or in connection with the Payment or the application, is true and correct, complete, and up-to-date, and in no way misleading or deceptive.

2.4 Incomplete, false or misleading information

If in its reasonable opinion, JTSI forms the view that the Applicant provided incomplete, false or misleading information or no longer satisfies, or never satisfied, the eligibility criteria of the funding payment, JTSI may request the Applicant repay part or all of the funding payment as a debt due and payable to JTSI and the Applicant must comply with such a request.

2.5 General

Despite anything expressed or implied to the contrary in these General Terms and Conditions, the Guidelines, or any other documentation associated with the Payment, no Applicant shall have or assert any legal (including equitable) rights under, in connection with, on account of, or associated with any of the aforesaid documents or the Payment.



3. Application Process

The Applicant must submit the application electronically through the website link <https://ie.smartygrants.com.au/internationalserviceprovider>, noting the following conditions:

- a) Receipt of the application will be determined by the date and time shown on the 'in-box' that the application was received;
- b) Lodgement of electronic files may take time and the Applicant must make their own assessment of the time required for full transmission of their application;
- c) JTSI will not be responsible or liable (in negligence or howsoever) in any way for any loss, damage or corruption of the electronic copy of the application;
- d) If the electronic copy of the application becomes corrupted, illegible or incomplete as a result of transmission, storage, encryption or decryption, then JTSI may request the Applicant to provide another copy of the application either electronically or in hard copy or both;
- e) If JTSI requests the provision of further information, then the Applicant must provide the copy of the documents or information requested within the period specified by JTSI; and

4. Assessment Process

An assessment of each application will be undertaken against the criteria identified above to confirm that the information submitted is complete, correct and accurate, prior to any offer of funding.

5. Withdrawal of Application

The Applicant may withdraw their application at any time prior to acceptance of its application, by notifying JTSI by email.

6. Review

If the Applicant is dissatisfied with a decision in relation to their Application, the Applicant may apply for review of that decision to the Director General of JTSI.

The Director General of JTSI may, but is not obliged to, consider a request for review and a decision of the Director General of JTSI will be final and binding on the Applicant.

7. Disclosure of Offer Information

7.1 *Freedom of Information Act 1992 (WA)*

(a) The Applicant acknowledges and agrees that the application, this Agreement and information relating to the application, Agreement and/or the funding payment may be subject to the *Freedom of Information Act 1992 (WA)*. As such, JTSI may be required to publically disclose such information as required by the FOI Act. JTSI may also be required to disclose information to the State of Western Australia under court order or upon request by Parliament, any Committee of Parliament or as otherwise required by law.

(b) To the fullest extent of the Law the Applicant releases the State of Western Australia, JTSI including their respective officers, employees, contractors and agents or otherwise from all liability (in negligence or howsoever arising) for any loss, injury, damage, liability, costs or expenses suffered or incurred by the Applicant resulting from the disclosure of the application in part or whole.

7.2 *Auditor General's Act 2006 (WA) and Financial Management Act 2006 (WA)*

(a) Nothing in the Guidelines or the General Terms and Conditions shall be interpreted to affect or diminish the powers and responsibilities of the Auditor General for the State of Western Australia under the *Financial Management Act 2006* and the *Auditor General's Act 2006* in any way.

(b) Subject to this clause 7, the provisions of the *Financial Management Act 2006* and the *Auditor General's Act 2006*, JTSI will not make public any part of the application or any application



information that the Applicant expressly and reasonably nominates in their application as confidential. However, JTSI may require the Applicant to withdraw any claim to confidentiality in respect of any part of the application information as a condition of acceptance of the application.

7.3 Privacy

- (a) By submitting their application for the Payment, the Applicant consents to the information provided by the Applicant or collected by JTSI relating to the Applicant or their Application being used by JTSI in the assessment of their application, administration of the Payment and this Agreement.
- (b) JTSI will store personal information collected in this process, supporting documentation and any payment administration, monitoring and evaluation activities in compliance with its obligations under the Privacy Act 1988 (Cth) and the Australian Privacy Principles.

8. Audit

8.1 Audit Rights

For a period of 3 years after the date upon which the funding payment is made to the Applicant, JTSI may arrange, at its own costs, for an independent audit in relation to this Payment, the funding payment and/or this Agreement. If JTSI arranges for an independent audit to be carried out:

- (a) It will notify the Applicant in writing that JTSI has arranged an independent audit to be carried out;
- (b) The Applicant must allow all persons appointed by JTSI to carry out the independent audit to have full access to the financial and business records of the Applicant for the purposes of carrying out the independent audit; and
- (c) The Applicant must allow the Auditor General for the State, the Internal Audit Branch of JTSI, or an authorised representative to have access to and examine the records and information concerning this Payment (as permitted under the *Auditor General Act 2006* (WA)).
- (d) JTSI reserves the right to contact any Affected Agency Participant or relevant government agencies directly to seek information or to require any record or information related to the application and the Application.
- (e) Notwithstanding any non-statutory obligation of confidence owed by an Affected Agency Participant or relevant government agencies to the Applicant, the Applicant authorises:
 - (i) each Affected Agency Participant; and
 - (ii) relevant government agencies, to disclose to JTSI, upon request by JTSI for the purposes of audit in connection with the Application or a payment, any information in connection with the Applicant, the Application, or the relevant Affected Agency.

9. No Bribe, Inducement or Offer of Employment

The Applicant must not directly or indirectly approach or communicate with any officer or employee of JTSI having any connection or involvement with the Payment, with respect to an offer of employment or availability of employment with the Applicant or any related entity.

The Applicant must not directly or indirectly offer a bribe, gift or inducement to any officer or employee of JTSI in connection with the payment to small and medium private international education providers.

10. Limitation of Liability

To the fullest extent of the law, the State of Western Australia and JTSI, including their respective officer, employees, contractors and representative, shall have no liability whatsoever (arising in



negligence or howsoever) for any loss, injury, damage, liability, costs or expenses (including legal costs) suffered or incurred by the Applicant in connection with their application and the Department's lawful disclosure of the Applicant's information and/or application as required for the purposes of administering the Payment and this Agreement.

11. General

To the fullest extent permitted by law all implied terms and conditions are excluded from General Terms and Conditions constituting the Agreement between the Applicant and JTSI.

12. Laws

This Agreement, including the General Terms and Conditions, are governed by the law of the State of Western Australia.

The Applicant must comply with all relevant laws and rules of the State of Western Australia regarding their application.

13. Definitions

In these General Terms and Conditions:

Agreement means the Guidelines and the General Terms and Conditions contained within.

Payment means the International Education Industry Support Payment 2022, and associated processes, and requirements and benefits described in both the Guidelines and these General Terms and Conditions; and

Guidelines means the document titled "International Education Industry Support Payment 2022. For Small and Medium Sized Private International Education Providers in Western Australia . Guidelines, FAQs and Terms and Conditions".