International Education Industry Support Fund (ISF) – Round 2

Application Guidelines
FAQs
Terms and Conditions
1. Contents

2. Overview .................................................................................................................. 3
   2.1. Background ........................................................................................................ 3
   2.2. Objectives of the Industry Support Fund .......................................................... 3
   2.3. About the Industry Support Fund ..................................................................... 3

3. Eligibility .................................................................................................................. 4
   3.1. General .............................................................................................................. 4

4. How to apply .......................................................................................................... 4
   4.1. Application process ............................................................................................ 4
   4.2. Eligibility checks ............................................................................................... 5
   4.3. Assessment ........................................................................................................ 5

5. Frequently Asked Questions ................................................................................. 5
   Can I apply multiple times if I have more than one education provider business? ...... 5
   If my business is located outside WA, but I service customers in the state can I apply? 6
   Can I still apply if I don’t have an ABN? ................................................................. 6
   If my application is successful, how long until I receive a payment? ......................... 6
   Will you contact me if my application is unsuccessful? ........................................... 6
   Will payments under this program attract input credits under GST legislation? .......... 6
   Will payments under this program be considered assessable income by the ATO? .... 6
   Who do I contact with any queries? ......................................................................... 6

6. Terms and Conditions ........................................................................................... 6
   6.1. These Terms and Conditions and Their Interpretation ..................................... 6
   6.2. JTSI’s Rights ..................................................................................................... 7
   6.3. Application and Applicant .................................................................................. 8
   6.4. Assessment ....................................................................................................... 9
   6.5. Withdrawal of Application ............................................................................... 9
   6.6. Review .............................................................................................................. 9
   6.7. Disclosure of Information ................................................................................ 10
   6.8. Audit ................................................................................................................ 11
   6.9. Intellectual Property ........................................................................................ 11
   6.10. No Bribe, Inducement or Offer of Employment .............................................. 11
   6.11. Laws .............................................................................................................. 11
   6.12. Exclusion of Liability ..................................................................................... 11
   6.13. Severability ................................................................................................... 12
2. Overview

2.1. Background

The impact of COVID-19 on the international education sector in Western Australia (WA) has been significant. The combination of international border closures, shifting economic and social priorities, and a changing geopolitical landscape has resulted in international education providers experiencing a large decline in new enrolments, which is affecting their viability.

The financial difficulties caused by COVID-19 are being felt across the entire international education spectrum. Travel restrictions have significantly affected the operations of international education providers, with many experiencing a large decline in new student enrolments and substantial loss of income. Within the sector, the impact has been most acutely felt by small to medium providers that rely on a continual turnover of onshore students to generate revenue.

In recognition of these challenges, the State Government, under the auspices of the WA International Education Advisory Group (Advisory Group), has established the International Education COVID-19 Industry Support Fund (ISF).

The ISF aligns with the broader work of the Advisory Group to develop and implement an International Education Recovery and Renewal Plan (the Plan) to support international education to respond to changes brought about by the pandemic. Development of the Plan has been endorsed by Cabinet as an initiative within the WA Recovery Plan, which is guiding the State’s social and economic recovery.

2.2. Objectives of the Industry Support Fund

The objective of the ISF is to support Western Australian small and medium international education providers to sustain their businesses by providing financial support of up to $50,000.

The ISF is targeted at Western Australian small and medium international education providers that have been significantly affected by COVID-19, and require urgent assistance to cover their ongoing business expenses.

2.3. About the Industry Support Fund

Under the ISF, payments of up to $50,000 will be made to help eligible Western Australian small and medium international education providers sustain their businesses.

- Only one application per provider will be accepted.
- All participating providers must meet the eligibility criteria outlined in Section 2.

The application process will be managed by the Small Business Development Corporation (SBDC), and the administration and distribution of funds will be managed by Department of Jobs, Tourism, Science and Innovation (JTSI).
3. Eligibility

3.1. General

The ISF is open to Western Australian small and medium international education providers. In order to be considered eligible, an application must:

i) be submitted using the Industry Support Fund Application Form along with the supporting documentation requested in this form; and

ii) be received by the deadline of **5.00pm [AWST] 19 February 2021** (no late applications will be accepted)

iii) meet the following specific eligibility criteria:

1. Have a valid and active Australian Business Number (ABN).
2. Be considered a small or medium business as defined by the Australian Bureau of Statistics (ABS):
   a. the ABS defines a small business as a business employing less than 20 employees
   b. the ABS defines a medium-sized business as a business employing between 20 and 199 employees.
3. Have an active Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS) provider code.
4. The business must be based in Western Australia. Your registered business address must be located in the state of WA.
5. Be a legal entity that is able to enter into a funding agreement with the WA Government.
6. Be a provider that relies on international education as its core business and revenue source.

4. How to apply

4.1. Application process

Applying for the ISF is a single stage process. Applications must be made using the Industry Support Fund Application Form template.

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

4. Details of your student capacity.
5. Details of your studying Confirmation of Enrolments (CoE) at 1 February 2020 and at 31 December 2020.
6. Details of staff numbers as at 1 February 2020 and 1 December 2020.
7. Details of course(s) and their duration(s) that your business provides – in weeks.

Applications must be received by **5.00pm [AWST] 19 February 2021**.

After submitting your application, you will receive an automated email acknowledging that it has been received. Without this acknowledgement, your application has not been successfully submitted.

Your application will be assessed and you will be notified if successful.

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

Department officers cannot review and quality check an application. However, applicants are encouraged to contact IEP@smallbusiness.wa.gov.au if they have queries about the eligibility criteria or general queries about the ISF.

To begin your application, click on the link contained at the end of these guidelines.

### 4.2. Eligibility checks

Once the application is submitted it will be assessed by the SBDC and JTSI against the eligibility criteria for the ISF.

If the application does not meet the eligibility criteria, it will not be assessed further and the applicant will be notified via email.

In some circumstances (for example, if a simple point needs to be clarified) officers from the SBDC may contact the applicant to request additional information to assist with its assessment.

### 4.3. Assessment

Eligible applications will be assessed by an assessment panel convened by JTSI and the SBDC, based on the objectives (section 2.2) and eligibility criteria (section 3.1) contained in these guidelines and the application form.

JTSI and the SBDC reserve the right to discontinue assessment should an application fail to meet the Industry Support Fund eligibility criteria.

### 5. Frequently Asked Questions

**Can I apply multiple times if I have more than one education provider business?**

Yes, providing the businesses are separate and operate under different ABNs. Each business will be assessed individually to ensure it meets the eligibility criteria.
However, if you operate from more than one location but the businesses are under the same ABN, you can only apply once.

**If 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.

**Can I still apply if I don’t have an ABN?**
If you don’t have an ABN, but do have an ACN, contact us at IEP@smallbusiness.wa.gov.au for more information regarding your eligibility.

**If my application is successful, how long until I receive a payment?**
Applications will be reviewed by the SBDC expeditiously and all efforts will be made by JTSI to process payments for approved applications as quickly as possible.

If your application is successful, you will be notified, payment will be made to your nominated bank account and a remittance advice will be emailed to you. You do not need to issue a tax invoice to receive payment.

**Will you contact me if my application is unsuccessful?**
If your application is deemed unsuccessful, you will be advised by email.

**Will payments under this program attract input credits under GST legislation?**
No, GST is not applicable for this program

**Will payments under this program be considered assessable income by the ATO?**
Yes, payments are considered assessable income by the ATO, however we recommend that you seek independent advice from your accountant.

**Who do I contact with any queries?**
If you have any queries regarding the program, please email IEP@smallbusiness.wa.gov.au.

**Is the ISF payment considered assessable income by the ATO?**
While payments under the ISF do not attract an input credit for the purposes of GST, they are reportable as assessable income to the ATO.

## 6. Terms and Conditions

### 6.1. These Terms and Conditions and Their Interpretation

1. These Terms and Conditions apply to the Industry Support Fund.

2. By submitting an application, the Applicant agrees to comply with and be bound by these Terms and Conditions.
3. In consideration of the Applicant agreeing to comply with these Terms and Conditions, the Department of Jobs, Tourism, Science and Innovation (JTSI) and Small Business Development Corporation (SBDC) will, on and subject to these Terms and Conditions, receive and consider the Application.

4. SBDC is assisting JTSI with management of the Industry Support Fund and:
   (a) any rights of JTSI under these Terms and Conditions may be exercised by or through SBDC;
   (b) any thing or matter which may be done by JTSI in connection with the Industry Support Fund (including, without limitation, corresponding with an Applicant, undertaking assessment of an Application or undertaking an audit) may be done by JTSI through SBDC; and
   (c) all representations, warranties, undertakings, consents, acknowledgments and agreements given by the Applicant in favour of JTSI are also given in favour of SBDC.

6.2. JTSI’s Rights

1. JTSI reserves the right for any reason, at any time and from time to time, to (in whole or in part) cancel the Industry Support Fund or to (in whole or in part) vary, supplement, supersede or replace the Industry Support Fund or these Terms and Conditions.

2. If JTSI exercises its rights under clause 6.2.1, then:
   (a) JTSI will notify each Applicant with an Open Application that it has done so; and
   (b) the Applicant will not have any recourse against any State Party whatsoever including, without limitation, with respect to claims for any costs or expenses incurred by the Applicant in applying for a Support Payment through the Industry Support Fund.

3. JTSI is under no obligation to approve any Application for provision of a Support Payment and may reject any Application at JTSI’s absolute discretion, including without limitation:
   (a) if an Applicant fails to satisfy the eligibility criteria for, or its Application fails to comply with the requirements of, the Industry Support Fund; or
   (b) if an Application is incomplete or contains information or representations that are false or misleading; or
   (c) if JTSI decides to cancel the Industry Support Fund, or exercise any other right referred to in clause 6.2.1.

4. After an Application is received, JTSI and SBDC may request additional information from the Applicant in relation to the content of its Application for the purpose of clarifying or assessing the Application. The Applicant must comply with such a request within the specified time.

5. After a Support Payment is made to an Applicant, JTSI may, at its absolute discretion:
   (a) conduct random or specific audits of any or all of the information provided by the Applicant, which audits may involve JTSI contacting relevant government agencies, an Affected Agency Participant or other third parties; and
   (b) request additional information from the Applicant if JTSI reasonably believes that any of the information provided by the Applicant may be incomplete, false or misleading,
and if JTSI determines in its absolute discretion that:

(c) the Applicant did not at the time of payment of a Support Payment satisfy the eligibility criteria for the Industry Support Fund; or

(d) the Applicant made or provided any false, incomplete, misleading or deceptive statement or information,

this may be considered a breach of these terms and conditions and JTSI may, in its absolute discretion, request the Applicant repay some or all of the Support Payment paid to the Applicant and the Applicant must comply within the time specified in JTSI’s request. The obligation for an Applicant to repay JTSI any amount of a Support Payment represents a debt due and payable by the Applicant to JTSI.

6. To the fullest extent permitted by law, all implied terms and conditions are excluded from these Terms and Conditions.

6.3. Application and Applicant

1. In order for its Application to be assessed by JTSI, the Applicant must submit a complete Application electronically through the Web link for that purpose provided by SBDC on or before the Application Closing Time.

2. Receipt of the Application will be determined by the date and time shown that the complete Application is electronically submitted.

3. Lodgement of electronic files may take time and the Applicant must make its own assessment of the time required for full transmission of their Application.

4. If the electronic copy of the Application contains a virus then, notwithstanding any disclaimer made by the Applicant in respect of viruses, the Applicant must pay to SBDC all costs incurred by SBDC arising from, or in connection with, the virus.

5. No State Party will be responsible in any way for any loss, damage or corruption of the electronic copy of the Application.

6. If the electronic copy of the Application becomes corrupted, illegible or incomplete as a result of transmission, storage, encryption or decryption, then JTSI or SBDC may request the Applicant to provide another copy of the Application either electronically or in hard copy or both. If JTSI or SBDC requests the provision of another copy of the Application, then the Applicant must:

(a) provide the copy in the form or forms requested within the period specified by JTSI or SBDC (as the case may be); and

(b) warrant that the copy is a true copy of the Application which was electronically submitted by the Applicant and that no changes to the Application have been made after the initial attempted electronic submission. The Applicant must inform SBDC of any changes in the status or circumstances of the Application between the time of its submission and its assessment, by email to IEP@smallbusiness.wa.gov.au.

7. Each Applicant, in submitting an Application, warrants and represents to JTSI that all information and representations (in whatever form) given to a State Party under, as part of
or in connection with the Industry Support Fund or the Application is true and correct, complete, up-to-date, and in no way misleading or deceptive.

8. Where the Applicant consists of more than one person:
   (a) the obligations and liabilities of the Applicant under these Terms and Conditions apply to each of those persons jointly and severally; and
   (b) all communications by or on behalf of the Applicant with JTSI and SBDC are to be provided by the Nominated Applicant and a communication by or on behalf of JTSI or SBDC with the Nominated Applicant is deemed to be a communication with all Applicants.

9. Any thing or matter which may be done by JTSI or by SBDC may be done by an authorised officer of JTSI or of SBDC (as the case may be).

6.4. Assessment

1. SBDC will assess each Application received before the Application Closing Time against the eligibility criteria identified in the Industry Support Fund Guidelines and make an assessment as to whether:
   (a) to request further information or supporting evidence of any matter;
   (b) to offer a Support Payment to the Applicant, and if so, to assess the value and timing of that Support Payment; or
   (c) to reject the Application.

2. During the assessment process, SBDC will review the Application and supporting documents provided by the Applicant to determine whether on the face of it they are complete, correct and accurate.

3. SBDC reserves the right to re-assess or revoke the offer of a Support Payment at any time if it becomes apparent that the Application and supporting documents provided by the Applicant are not complete or accurate.

6.5. Withdrawal of Application

The Applicant may withdraw its Application at any time by email to IEP@smallbusiness.wa.gov.au.

6.6. Review

1. Where an Applicant is dissatisfied with a decision to reject an Application, the Applicant can apply for review of that decision to the Director General of JTSI, but must do so within 5 business days of receiving an email declining their application.

2. The Director General of JTSI may, but will not be obliged to, consider a request for review under 6.6 and a decision of the Director General of JTSI will be final and binding on the Applicant.
6.7. Disclosure of Information

1. The Applicant warrants that all relevant third parties have consented to the disclosure of information relating to them in respect of the Application.

2. The Applicant agrees and acknowledges by submitting its Application that JTSI and SBDC may disclose the Application and any information or document provided by the Applicant in relation to the Application as deemed necessary or desirable by JTSI or SBDC, including without limitation:
   (a) to the extent necessary to assess and verify the matters represented in the Application, including disclosing to any government agency or to relevant government agencies;
   (b) pursuant to the requirements of any law, including the Freedom of Information Act 1992 (WA);
   (c) under a court order;
   (d) upon request by a Minister, Parliament or any committee of Parliament or by way of the Minister responsible for JTSI or SBDC disclosing to Parliament as deemed necessary or desirable by the Minister.

3. The Applicant agrees and acknowledges that the powers and responsibilities of the Auditor General for the State of Western Australia under the Financial Management Act 2006 (WA) and the Auditor General Act 2006 (WA) are not affected in any way by the Application or these Terms and Conditions.

4. JTSI may require the Applicant to withdraw any claim to confidentiality in respect of any part of the Application or information or documents provided by the Applicant in relation to the Application as a condition of acceptance of the Application.

5. The Applicant, for the purpose of JTSI determining eligibility of the Applicant for the Industry Support Fund, conducting an audit or otherwise exercising JTSI’s rights or functions in connection with the Industry Support Fund, consents to the Western Australian Commissioner of State Revenue or their delegate(s) disclosing its tax information in connection with the Applicant’s liability for or other status in connection with pay roll tax upon request to JTSI in accordance with the Taxation Administration Act 2003 (WA) and for the purposes of section 114(2)(c) of that Act, the Applicant authorises each person subject to a duty of confidentiality under section 114 of that Act to so disclose information and material in respect of its tax information as contemplated by this clause.

6. By submitting an Application, the Applicant releases each State Party from all liability whatsoever for any loss, injury, damage, liability, costs or expense resulting from the disclosure of its Application, or any other information or document submitted in respect of its Application, under this clause.
6.8. Audit

1. JTSI reserves the right to audit any matter or thing relating to the Application or a Support Payment at any time, including without limitation to contact any Affected Agency Participant or relevant government agencies directly to seek information or to require any record or information from the Applicant.

2. Notwithstanding any non-statutory obligation of confidence owed by an Affected Agency Participant or relevant government agencies to the Applicant, the Applicant authorises:
   (a) each Affected Agency Participant; and
   (b) relevant government agencies, to disclose to JTSI or SBDC, upon request by JTSI or SBDC for the purposes of audit in connection with the Application or a Support Payment, any information in connection with the Applicant, the Application, or the relevant Affected Agency.

6.9. Intellectual Property

The Applicant consents to the reproduction of the Application and any information or document submitted in respect of the Application for the purposes of administration of the Industry Support Fund, and represents that it has obtained all copyright and intellectual property permissions as required to do so (if any).

6.10. No Bribe, Inducement or Offer of Employment

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

2. The Applicant must not directly or indirectly offer a bribe, gift or inducement to any officer or employee of JTSI or SBDC in connection with the Industry Support Fund.

6.11. Laws

1. These Terms and Conditions are governed by the laws of Western Australia.

2. Each Applicant must comply with all laws in respect of their Application and the Industry Support Fund.

6.12. Exclusion of Liability

To the extent permitted by law, the Applicant:

(a) will have no right of recovery against any State Party in respect of any matter or thing in relation to the Industry Support Fund, including without limitation, any aspect of the
assessment or review of the Application or the disclosure of its Application and information or documents; and

(b) releases each State Party from all liability for any loss, injury, damage, liability, costs or expense arising.

6.13. Severability

1. Any provision of, or the application of any provision of, these Terms and Conditions which is illegal, void or unenforceable, is ineffective to the extent of the illegality, voidance or unenforceability.

2. If any part of these Terms and Conditions is or becomes illegal, void or unenforceable, that part is or will be severed from these Terms and Conditions so that all parts that are not, or do not become, illegal, void or unenforceable remain in full force and effect and are unaffected by that severance.

6.14. Definitions

In these Terms and Conditions:

**Affected Agency** means an international education business in respect of which the Application is made.

**Affected Agency Participant** means a person other than the Applicant involved in directing the conduct or administration of the Affected Agency.

**Applicant** means the party applying for a Support Payment under the Industry Support Fund and includes the party after a Support Payment has been made to the party.

**Application** means an application for a Support Payment under the Industry Support Fund.

**Application Closing Time** means 5.00 pm AWST on 19 February 2021.

**Nominated Applicant** means the Applicant named as the nominated applicant or the primary contact person in the Application.

**Open Application** means an Application which has not been rejected by the State and has not concluded with payment of a Support Payment.

**SBDC** means the Small Business Development Corporation established under the *Small Business Development Corporation Act 1983 (WA)*.

**Small and Medium Business** means a business that employs less than 200 employees as defined by the Australian Bureau of Statistics (ABS).

**State** means the State of Western Australia acting by and through JTSI, the SBDC or any other government agency.
State Party means JTSI, SBDC, the State of Western Australia, any Minister of the State, any department, agency or authority of the State and each of their respective officers and employees.

Industry Support Fund means the Western Australian International Education Industry Support Fund, and associated processes, and requirements and benefits described in both the Industry Support Fund Guidelines and these Terms and Conditions.


Support Payment means a financial assistance payment made in response to a successful Application under the Industry Support Fund.

Terms and Conditions means these terms and conditions.

JTSI means the Western Australian Department of Jobs, Tourism, Science and Innovation.