



**Australian Government**  
**Department of Innovation  
Industry, Science and Research**

**GRANTS MADE UNDER PART 2-3, ITEM 8 OF THE TABLE IN SUBSECTION  
41-10(1) OF THE *HIGHER EDUCATION SUPPORT ACT 2003* (THE ACT) TO SUPPORT  
THE TRAINING OF RESEARCH STUDENTS**

**RESEARCH TRAINING SCHEME**

**ANNEXURE TO**

**APPROVAL UNDER SECTION 41-20 OF GRANTS TO GRANTS TO ELIGIBLE HIGHER  
EDUCATION PROVIDERS**

**DETERMINATION UNDER SUBPARAGRAPH 41-25(b)(i) OF CONDITIONS ON WHICH THE  
GRANTS ARE MADE**

**AND**

**DETERMINATION UNDER PARAGRAPH 41-30(b) OF THE AMOUNT OF THE GRANTS**

**PART A OF ANNEXURE: DETAILS OF GRANTS**

**PART B OF ANNEXURE: CONDITIONS OF GRANTS**

**December 2010**

## PART A OF ANNEXURE: DETAILS OF GRANT

1. The recipients are eligible Australian Higher Education Providers, as specified in section 16-15 Table A providers or section 16-20 Table B providers of the *Higher Education Support Act 2003* (the Act).
2. Year
  - 2.1 The Year in respect of which the Grants are made is 2011.
  - 2.2 The Grants are made under the program known as the Research Training Scheme (“RTS”) as specified in Chapter 2 of the Other Grants Guidelines (Research) 2010 (made under section 238-10 of the Act).
3. Grant Amounts
  - 3.1 The RTS Grant Amount is specified in the second cell of the row in the following table in which the HEPs name appears:

|   |                      |
|---|----------------------|
| <b>NSW</b>                              |                      |
| Charles Sturt University                | \$3,587,208          |
| Macquarie University                    | \$12,077,084         |
| Southern Cross University               | \$3,486,329          |
| The University of Sydney                | \$63,814,876         |
| University of New England               | \$7,075,998          |
| University of New South Wales           | \$55,556,075         |
| University of Newcastle                 | \$14,706,808         |
| University of Technology, Sydney        | \$9,718,959          |
| University of Western Sydney            | \$7,318,974          |
| University of Wollongong                | \$11,609,226         |
| <b>Total</b>                            | <b>\$188,951,537</b> |
| <b>VIC</b>                              |                      |
| Deakin University                       | \$10,131,298         |
| La Trobe University                     | \$11,014,496         |
| Melbourne College of Divinity           | \$636,299            |
| Monash University                       | \$46,794,973         |
| Royal Melbourne Institute of Technology | \$13,744,456         |
| Swinburne University of Technology      | \$6,671,549          |
| The University of Melbourne             | \$70,578,754         |
| University of Ballarat                  | \$1,887,109          |
| Victoria University                     | \$4,766,600          |
| <b>Total</b>                            | <b>\$166,225,534</b> |

|  |                      |
|--|----------------------|
| <b>QLD</b>   |                      |
| Bond University                                      | \$678,220            |
| Central Queensland University                        | \$2,239,885          |
| Griffith University                                  | \$12,941,869         |
| James Cook University                                | \$7,808,726          |
| Queensland University of Technology                  | \$16,080,734         |
| The University of Queensland                         | \$55,288,264         |
| University of Southern Queensland                    | \$2,340,347          |
| University of the Sunshine Coast                     | \$725,910            |
| <b>Total</b>   | <b>\$98,103,955</b>  |
| <b>WA</b>  |                      |
| Curtin University of Technology                      | \$15,002,957         |
| Edith Cowan University                               | \$4,414,846          |
| Murdoch University                                   | \$8,536,538          |
| The University of Notre Dame Australia               | \$330,136            |
| The University of Western Australia                  | \$32,482,896         |
| <b>Total</b>   | <b>\$60,767,373</b>  |
| <b>SA</b>  |                      |
| The Flinders University of South Australia           | \$10,205,038         |
| The University of Adelaide                           | \$28,583,944         |
| University of South Australia                        | \$11,700,272         |
| <b>Total</b>   | <b>\$50,489,254</b>  |
| <b>TAS</b>   |                      |
| University of Tasmania                               | \$14,249,072         |
| <b>Total</b>   | <b>\$14,249,072</b>  |
| <b>NT</b>  |                      |
| Batchelor Institute of Indigenous Tertiary Education | \$156,816            |
| Charles Darwin University                            | \$3,638,685          |
| <b>Total</b>   | <b>\$3,795,501</b>   |
| <b>ACT</b>   |                      |
| The Australian National University                   | \$32,868,095         |
| University of Canberra                               | \$2,758,030          |
| <b>Total</b>   | <b>\$35,626,125</b>  |
| <b>Other</b>   |                      |
| Australian Catholic University                       | \$1,773,649          |
| <b>Total</b>   | <b>\$1,773,649</b>   |
| <b>Total</b>   | <b>\$619,982,000</b> |

#### 4. Reporting

4.1 The items specified in the table, below, are required in the form and by the dates specified in the table, and must be delivered to:

**Manager  
Research Funding and Data  
Research Funding and Policy Branch  
Department of Innovation, Industry, Science & Research  
GPO Box 9839  
Canberra ACT 2601**

Details concerning the “Request for Rollover of Unspent Grant Amount” (including a proforma that the HEP may use for making a request under clause 2.4 of Part B of this Annexure) and the Higher Education Research Data Collection (“**HERDC**”) requirements may be found via the following URL:

<http://www.innovation.gov.au/Research/ResearchBlockGrants/Pages/default.aspx>

| Description  | Form                               | Due Date  |
|--|------------------------------------|---|
| Request for Rollover of Unspent 2010 Grant Amount <sup>1</sup> | Electronic Submission <sup>2</sup> | 30 June 2011 (unless otherwise advised by the Department) |
| HERDC Research Income Return-Return 1 <sup>3</sup>             | Electronic Submission <sup>2</sup> | 30 June 2011  |
| HERDC Research Publications Return-Return 2 <sup>3</sup>       | Electronic Submission <sup>2</sup> |   |
| HERDC Audit Certificate  | Hard Copy                          |   |
| HERDC Vice-Chancellor’s Certification Statement                | Hard Copy                          |   |

**Notes:**

1. Refer also to clause 2.4 of part B of this Annexure.
2. To be made in accordance with details notified by the Department from time to time.
3. This item is a “**Report**” for the purposes of part B of this Annexure.

## PART B OF ANNEXURE: CONDITIONS OF GRANT

---

### MEANING OF WORDS

In this part B of the Annexure:

“**Act**” means the *Higher Education Support Act 2003*;

“**Annexure**” means the annexure to the Minister’s determination referred to in section 1.3, of which these Conditions of Grant comprise part B;

“**Auditor-General**” means the office established under the *Auditor-General Act 1997* and includes any other entity that may, from time to time, perform the functions of that office;

“**Commonwealth Material**” means any Material provided to the HEP by the Commonwealth of Australia;

“**Conditions of Grant**” means these conditions of grant;

“**Department**” or “**DIISR**” means the Commonwealth of Australia, as represented by the Department of Innovation, Industry, Science and Research;

“**Grant**” means the grant referred to in Part A of this Annexure;

“**Grant Amount**” in relation to any particular HEP, means the amount specified in item 3.1 of Part A of this Annexure in relation to that HEP;

“**Guidelines**” means the Other Grants Guidelines (Research) 2010, made under section 238-10 of the Act;

“**HDR**” means higher degree by research;

“**HEP**” means an eligible Higher Education Provider as specified in section 16-15 of the Act (Table A Providers) or section 16-20 of the Act (Table B Providers);

“**Intellectual Property Rights**” or “**IPRs**” means all intellectual property rights, including:

- (a) copyright, patents, trademarks (including goodwill in those marks), designs, trade secrets, know how, rights in circuit layouts, domain names and any right to have confidential information kept confidential;
- (b) any application or right to apply for registration of any of the rights referred to in paragraph (a); and
- (c) all rights of a similar nature to any of the rights in paragraphs (a) and (b) which may subsist in Australia or elsewhere,

whether or not such rights are registered or capable of being registered;

“**Material**” includes property, information, software, firmware, documented methodology or process, documentation or other material in whatever form, including any reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property Rights;

“**Minister**” means the Commonwealth Minister for Innovation, Industry, Science and Research;

“**Moral Rights**” means the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment), the right of attribution of authorship of a work, and the right not to have authorship of a work falsely attributed, as defined in the *Copyright Act 1968* (Cth);

“**Part A**” means part A of the Annexure;

“**Personal information**” has the same meaning as it does in the Privacy Act;

“**Pre-existing Material**” means Material owned or created by a party independent of the research or work conducted under receipt of a Grant;

“**Privacy Act**” means the *Privacy Act 1988*;

“**Program**” means the program specified in item 2.2 of Part A of this Annexure;

“**Report**” means the reports specified in item 4.1 of Part A of this Annexure;

“**Research Doctorate**” has the meaning as described in the Australian Qualifications Framework;

“**Research Masters**” has the meaning as described in the Australian Qualifications Framework;

**“RTS Grant”** means the Grant made under the Research Training Scheme referred to in Part A of this Annexure.

**“Secretary”** means the Secretary of the Department;

**“Third-party IPRs”** means the IPRs in any Third-party Material;

**“Third-party Material”** means any Material owned by a third party that is:

- (a) included, embodied in or attached to the Agreement Material; or
- (b) used in undertaking the project; and

**“Year”** means the year specified in item 2.1 of Part A of this Annexure.

## 1. PREAMBLE

- 1.1 Under Division 41 of the Act, the Commonwealth may make grants to the HEP referred to in item 1 of Part A of this Annexure.
- 1.2 Under subparagraph 41-25(b)(i) of the Act, where the Other Grant Guidelines (Research) 2010 (which are defined in section 41-5 of the Act) do not specify conditions that apply to a grant, the grant is made on such conditions as are determined in writing by the Minister (or the Minister's delegate).
- 1.3 The Minister (or the Minister's delegate) has determined that these Conditions of Grant are the conditions on which the Grants are made to the HEP.
- 1.4 The HEP acknowledges that:
  - 1.4.1 the Grant Amount is determined by the Minister (or the Minister's delegate) using the methods described in the document entitled: "Process for Determining RTS Grant Amounts", a copy of which may be found at:

<http://www.innovation.gov.au/Section/Research/Pages/ResearchTrainingScheme.aspx>

## CONDITIONS OF GRANT

### 2. THE GRANTS

- 2.1 Each Grant is made in respect of the Year, and must be spent in accordance with the Conditions of Grant and the objectives of the Program under which it is made, as specified in the Guidelines.
- 2.2 Payments will be made by instalments in the manner and at the times determined by the Minister and the Secretary (or their delegate), respectively, under subsections 164-5(1) and (2) of the Act.

#### Research Training Scheme (RTS)

- 2.3 The HEP must use the RTS Grant only to assist RTS students in accordance with the entitlement criteria and other matters set out in the attachment to the Conditions of Grant.

#### Rollover of Unspent Grant Amounts

- 2.4 If the HEP fails to spend an amount of the Grant (the "**Unspent Amount**"), the HEP may request in writing to the Secretary, or the person specified in item 4.1 of Part A of this Annexure, in accordance with requirements for the "Request for Rollover of Unspent Grant Amount" specified in item 4.1 of Part A of this Annexure, that the Secretary:
  - 2.4.1 determine under paragraph 41-40(1)(b) of the Act that section 41-40 of the Act applies to the HEP in respect of the Grant;
  - 2.4.2 specify under subsection 41-40(1) of the Act a part of the Unspent Amount that is taken to be granted to the HEP under Part 2-3 of the Act in respect of the year next following the Year (the "**Rollover Grant**"); and
  - 2.4.3 determine under paragraph 41-40(3)(b) such other conditions under which the Rollover Grant is taken to be made.
- 2.5 The HEP must not spend any of the Unspent Amount for any purpose without first receiving written notice from the Secretary (or a delegate of the Secretary) giving details of the Secretary's determinations and specification referred to in clauses 2.4.1 to 2.4.3, above.
- 2.6 The HEP must:
  - 2.6.1 notify the Minister (or the Minister's delegate) in writing of any event that may significantly affect the HEPs capacity to meet these Conditions of Grant; and

- 2.6.2 provide the Minister (in the form required by the Minister and at such times specified by the Minister) with such other information that the Minister by notice in writing requires from the HEP in respect of the Grant or compliance by the HEP with these Conditions of Grant.

### **3. REPORTING**

- 3.1 The HEP must provide DIISR with the Reports and other information in accordance with the requirements specified in item 4.1 of Part A of this Annexure.
- 3.2 If requested in writing by the Commonwealth, the HEP will provide the Commonwealth with access to review Material at the HEPs premises.
- 3.3 Reports must be in the form of the approved templates available from the 'Research Block Grants' website page:  
<http://www.innovation.gov.au/Research/ResearchBlockGrants/Pages/default.aspx>.

The HEP can include additional information on the project in Reports at the HEPs discretion.

### **4. DISSEMINATION**

- 4.1 The Commonwealth reserves the right to publicise the award of any Grant to the HEP and information about any aspect of these Conditions of Grant at any time, in such manner and to such parties as it sees fit.

### **5. ACKNOWLEDGMENTS, PUBLICATIONS AND PUBLICITY**

- 5.1 In each written offer of a Research Doctorate and/or Research Masters place to a student that is funded under RTS, the HEP must acknowledge the RTS contribution made by the Commonwealth.
- 5.2 The HEP must acknowledge the contribution made by the Commonwealth to all projects, having a value greater than \$5 million and funded from the RTS Grant, in all related promotional material. In particular, the HEP should ensure that:
- 5.2.1 the acknowledgment is prominently recorded and commensurate with that given to state or local government, corporate or other sponsors;
  - 5.2.2 any formal statement issued in relation to any aspect of the project, including speeches, media releases, brochures, should make reference to the Commonwealth contribution;
  - 5.2.3 any signs and plaques erected in association with a project must acknowledge the Commonwealth's assistance; and
  - 5.2.4 where an official opening or launch is proposed for a project the Commonwealth Minister is to be invited to attend or to send a representative.

### **6. DISCLOSURE OF INFORMATION**

- 6.1 DIISR gives no undertaking to keep confidential the Conditions of Grant or any information contained in the Reports.

### **7. INDEMNITY**

- 7.1 The HEP must indemnify the Commonwealth against any:
- 7.1.1 loss or liability incurred by the Commonwealth;
  - 7.1.2 loss of or damage to Commonwealth property; or
  - 7.1.3 loss or expense incurred by the Commonwealth in dealing with any claim against the Commonwealth, including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used, or disbursements paid by the Commonwealth;
- arising from:



- 7.1.4 any act or omission by the HEP, or any of the HEPs employees, agents, or subcontractors in connection with these Conditions of Grant, where there was fault on the part of the person whose conduct gave rise to that liability, loss, damage, or expense;
  - 7.1.5 any breach by the HEP or any of the HEPs employees, agents, or subcontractors of obligations or warranties under these Conditions of Grant;
  - 7.1.6 any use or disclosure by the HEP, or its officers, employees, agents or subcontractors of personal information held or controlled in connection with these Conditions of Grant; or
  - 7.1.7 the use by the Commonwealth of the Reports, including any claims by third parties about the ownership or right to use Intellectual Property Rights (including moral rights, as defined in the *Copyright Act 1968*) in the Reports.
- 7.2 The HEPs liability to indemnify the Commonwealth will be reduced proportionally to the extent that any fault on the part of the Commonwealth contributed to the relevant loss, damage, expense, or liability.
- 7.3 The Commonwealth's right to be indemnified is in addition to, and not exclusive of, any other right, power, or remedy provided by law, but the Commonwealth is not entitled to be compensated in excess of the amount of the relevant loss, damage, expense or liability.
- 7.4 In this clause 7, "**fault**" means any negligent or unlawful act or omission or wilful misconduct.

## **8. ACCESS TO PREMISES AND RECORDS**

- 8.1 The HEP must at all reasonable times give:
- 8.1.1 the Auditor-General;
  - 8.1.2 the Privacy Commissioner (meaning the Office of the Privacy Commissioner, established under the Privacy Act, including any other entity that may, from time to time, perform the functions of that Office);
  - 8.1.3 the person occupying the position of General Manager, Research Funding and Policy Branch in DIISR;
  - 8.1.4 or any person authorised in writing by the Secretary:
    - (i) reasonable access to:
      - A. the HEPs employees;
      - B. premises occupied by the HEP;
      - C. Material; and
    - (ii) reasonable assistance to:
      - A. locate and inspect Material;
      - B. make copies of Material and remove those copies, relevant to any Grant.
- 8.2 The rights referred to in clause 8.1 are subject to:
- 8.2.1 the provision of reasonable prior notice to the HEP; and
  - 8.2.2 the HEPs reasonable security procedures.
- 8.3 If a matter is being investigated which, in the opinion of any person authorised in writing by the Secretary, may involve an actual or apprehended breach of the law, clause 8.2.1 will not apply.

8.4 The requirement for access specified in clause 8.1 does not in any way reduce the HEPs responsibility to perform its obligations under these Conditions of Grant.

## **9. INTELLECTUAL PROPERTY RIGHTS IN THE REPORTS**

### **9.1 Pre-existing Material and Third Party Material**

The ownership of the Intellectual Property Rights in any Pre-existing Material or Third Party Material is not affected by the provisions of this clause 9.

### **9.2 Third Party Material**

The HEP must obtain all necessary Intellectual Property Rights or Moral Rights permissions before making any Third Party Material available for use and/or exploitation.

### **9.3 Intellectual Property Rights in Material**

9.3.1 All Intellectual Property Rights in Material created by the HEP as a result of a Grant vest in the HEP on creation.

9.3.2 Unless otherwise specified to the extent that:

- (i) the Commonwealth needs to use any of the Reports, the HEP grants to, or must arrange for the grant to, the Commonwealth a permanent world-wide, royalty free, non-exclusive licence (including the right to sublicense) to use, reproduce, adapt, modify and communicate:
  - A. the Report; and
  - B. Material provided by the HEP, to the extent that such Material is included in, forms part of, or is attached to a Report; or
- (ii) the HEP needs to use any of the Commonwealth Material for the purpose of performing research or work pursuant to the receipt of a Grant, the Commonwealth grants to the HEP, and any direction by the Commonwealth, a world-wide, royalty-free, non-exclusive, non-transferable licence (including the right to sublicense) to use, reproduce, adapt, modify and communicate such Commonwealth Material solely for the purpose of undertaking the project.

9.3.3 The licence granted to the Commonwealth under clause 9.3.2(i) does not include a right to exploit the Pre-existing Material or Third Party Material for commercial purposes.

9.3.4 The HEP must not provide to the Commonwealth, in connection with the receipt of a Grant, any Material (including in Reports) which it considers:

- (i) to be confidential; or
- (ii) the disclosure of which would jeopardise the HEPs ability to obtain registrable Intellectual Property Rights in respect of any Pre-existing Material or Material created by way of a Grant.

9.3.5 Despite clause 9.3.4 if requested in writing by the Commonwealth, the HEP will provide the Commonwealth with access to review the Material described in clause 9.3.40 or 9.30 at the HEPs premises.

9.4 The HEP agrees that the Commonwealth may disclose the contents of Reports to third parties.

9.5 The HEP warrants that it:

9.5.1 is entitled, or will be entitled at the relevant time, to deal with the Intellectual Property Rights in the Reports (including Third-party IPRs) in accordance with this clause 9; and

- 9.5.2 will obtain valid written consents from all authors (including any authorised subcontractors under these Conditions of Grant) involved in creating the Reports and Third-party Material so that the Commonwealth's use of the Reports or Third-party Material in any way will not infringe any author's moral rights under the *Copyright Act 1968*.

## **10. COMPLIANCE WITH LAWS AND POLICIES**

10.1 The HEP must:

10.1.1 comply with the "**Information Privacy Principles**" (as defined in the Privacy Act) when doing any act or engaging in any practice in relation to personal information for the purposes of these Conditions of Grant as if the HEP were an agency as defined in the Privacy Act; and

10.1.2 deal with personal information received, created or held by the HEP for the purposes of these Conditions of Grant only to fulfil its obligations under these Conditions of Grant; and

10.1.3 ensure that any contractor engaged by the HEP to perform any of the HEPs obligations under these Conditions of Grant are contractually bound to comply with the Information Privacy Principles.

10.2 The HEP acknowledges that where it is required to give information to DIISR, giving false or misleading information is a serious offence under the Criminal Code.

-- o --

## **ATTACHMENT: STUDENT ELIGIBILITY CRITERIA AND OTHER MATTERS CONCERNING THE RTS GRANT**

### **1. RTS Student Categories**

1.1 There are two categories of RTS students:

- 1.1.1 Commonwealth-funded HDR students who commenced their studies from 1 September 2000; and
- 1.1.2 Commonwealth-funded HDR students who commenced their studies prior to 1 September 2000.

1.2 The HEP must determine who is an RTS student in accordance with the student entitlement criteria set out in this attachment. Some of the criteria apply to both categories of RTS students whereas other criteria apply only to one or the other of the categories of RTS student.

### **2. RTS Student Entitlement Criteria Applicable to both Categories of RTS Student**

2.1 An RTS student must be:

- 2.1.1 an Australian citizen, Australian permanent resident or New Zealand citizen; and
- 2.1.2 enrolled in an accredited HDR course leading to a Research Doctorate (including a professional Doctorate) or a Research Masters. Up to one-third of the course may be completed by coursework. The remainder (ie two-thirds) can be completed as research work.

2.2 RTS students may be enrolled on a full-time or part-time basis.

2.3 Students undertaking a Higher Doctorate, Bachelor Honours or Postgraduate Coursework degree are not eligible to be RTS students.

### **3. Student Entitlement Criteria Applicable to RTS Students Commencing their Studies from 1 September 2000**

This section sets out the entitlement criteria which the HEP must apply to RTS students who commenced their studies from 1 September 2000.

#### **3.1 Maximum Entitlements**

- 3.1.1 RTS students are entitled to a maximum of four years full-time equivalent study if undertaking an eligible Research Doctorate and a maximum of two years full-time equivalent study if undertaking a Research Masters. The maximum period of entitlement is calculated from the course commencement date.
- 3.1.2 Where an RTS student exhausts his or her RTS entitlement but wishes to continue enrolment in the same degree, the continuing student load must be reported in the Higher Education Student Data Collection as non-Commonwealth-funded load outside the RTS.

#### **3.2 Resumption of Studies after Withdrawal**

3.2.1 When, after withdrawing from his or her studies, a student resumes study in the same course or another HDR course at the same level:

- (i) if at least three years have elapsed since the previous enrolment, the student is entitled to the maximum period allowed for the course under the RTS; or
- (ii) if fewer than three years have elapsed since the previous enrolment, the student is entitled to the maximum period allowed for the course under the RTS less any period of prior entitlement consumed.

3.2.2 These entitlements also apply if the student enrolls at a different HEP (see also section 3.8 – Transfer to Another HEP).

- 3.2.3 Where a student withdraws from their studies and subsequently enrolls in a different HDR course at a different level, the student is entitled to the full RTS student entitlement for the new course provided the change in enrolment is not an upgrade or a downgrade (see also sections 3.5 and 3.6 for course upgrade and downgrade entitlements).

### **3.3 Changing Course**

- 3.3.1 Where an RTS student changes his or her course of study to another HDR degree at the same level, the period of RTS student entitlement remains unchanged, for example, if an RTS student has completed one year of a Research Masters and then changes to a different Research Masters, the student will only be entitled to one further year full-time equivalent study.

### **3.4 Progression to a Research Doctorate Degree after Completing a Research Masters Degree**

- 3.4.1 Where an RTS student completes a Research Masters degree and then progresses to a Research Doctorate degree, the student is entitled to four years full-time equivalent study for the Research Doctorate. This entitlement applies whether or not there is an interval between the Research Masters and Research Doctorate degrees.
- 3.4.2 If a student completes a Research Masters in fewer than two years, the maximum entitlement for a subsequent Research Doctorate degree by that student remains a maximum of four years full-time equivalent study.

### **3.5 Upgrade from a Research Masters Degree to a Research Doctorate Degree**

- 3.5.1 Where an RTS student commences studies in a Research Masters degree and then upgrades to a Research Doctorate, the student is entitled to a maximum of four years full-time equivalent study, including the time enrolled in the Research Masters degree.

An upgrade occurs where:

- 3.5.2 a student enrolled in a Research Masters is undertaking research at such a standard that either the HEP recommends that the student upgrade their degree to a Research Doctorate or the student seeks to upgrade to a Research Doctorate and this is supported by the HEP; and
- 3.5.3 there is no break between the candidature for the Research Masters degree and the Research Doctorate degree unless the interval is covered by a period of suspension; and
- 3.5.4 the research undertaken by the student while enrolled for the Research Masters is continued for the Research Doctorate or modified to meet the requirements for the Research Doctorate.

### **3.6 Downgrade from a Research Doctorate to a Research Masters**

- 3.6.1 Where an RTS student elects or is required, for academic or personal reasons, to downgrade his or her candidature from a Research Doctorate to a Research Masters, the student is limited to RTS funding for a maximum period of two years full-time equivalent study including the time enrolled in the Research Doctorate degree.

### **3.7 Suspension of Studies**

- 3.7.1 RTS students may apply to the HEP for a suspension or an accumulated period of suspension of their studies. The approval of suspensions will be at the discretion of the HEP.
- 3.7.2 Periods of suspension must not be deducted from a student's entitlement under the RTS.

### **3.8 Transfer to Another HEP**

- 3.8.1 RTS students may transfer to another participating HEP, provided the new HEP has sufficient RTS funds available.

For the purposes of the RTS, a transfer occurs where:

- 3.8.2 a student who is enrolled in an HDR course and, without completing the requirements of that course, commences a different HDR course at the same level; and
- 3.8.3 there is no interval between the two enrolments unless the interval is covered by a period of suspension; and
- 3.8.4 the research undertaken by the student is continued or modified to meet the requirements of the new course.
- 3.9 Where a transfer occurs, the new HEP will be required to obtain details regarding the student's enrolment and consumption of RTS entitlement while enrolled with the previous HEP so that the student's remaining entitlement can be determined.

### **4. RTS Student Entitlement Criteria for Students Commencing their Study Prior to 1 September 2000 (Pre-2001 RTS Students)**

- 4.1 Pre-2001 RTS students are those Commonwealth-funded HDR students who were reported as commencing their HDR program prior to 1 September 2000 and who have continued their studies beyond this date without a break in their enrolment, unless such a break was covered by an approved suspension.
- 4.2 Pre-2001 RTS students retain the funding entitlements that applied to them at 31 August 2000.
- 4.3 Pre-2001 RTS students are entitled to be funded from RTS grants for three years full-time equivalent study for a Research Masters and up to five years full-time equivalent study for a Research Doctorate.
- 4.4 Pre-2001 RTS students who were on a period of suspension at 1 September 2000 are able to complete their studies under the funding arrangements that applied to them at the time of their most recent enrolment prior to 1 September 2000.
- 4.5 Pre-2001 RTS students may transfer their enrolment to another HEP, provided that the new HEP is able to support the student within its RTS grant amount. The student must be coded as an RTS student at the new HEP, but will retain his or her pre-2001 entitlement. Periods of study already undertaken towards the degree prior to the transfer are to be deducted from the maximum entitlement.
- 4.6 Pre-2001 RTS students who upgrade or downgrade their enrolment are entitled to continue their studies in their new degree under the pre-2001 funding arrangements. Pre-2001 students who transfer their enrolment to another course provided by the HEP at the same level may also continue their studies in their new degree under the pre-2001 funding arrangements. The period of their prior enrolment before the transfer must be deducted from their maximum entitlement.
- 4.7 Pre-2001 RTS students who withdraw from study and then resume study in the same course or another HDR course, at the same level or another level, have the following entitlements:
- 4.7.1 if at least three years have elapsed since the previous enrolment, the student is entitled to the maximum period allowed for the course as set out in section 3 – Student Entitlement Criteria Applicable to RTS Students Commencing their Studies from 1 September 2000; or

4.7.2 if fewer than three years have elapsed since the previous enrolment, the student is entitled to the maximum period allowed for the course as set out in section 3 – Student Entitlement Criteria Applicable to RTS Students Commencing their Studies from 1 September 2000, less any period of prior entitlement consumed.

4.8 These entitlements apply to students who withdraw and then resume study even if the student enrolls at a different HEP (see 3.8 – Transfer to Another HEP).

## **5. Termination of RTS Entitlements**

The HEP must ensure that a student's RTS entitlements are terminated if a student:

- 5.1.1 ceases to be enrolled and has not requested a period of suspension;
- 5.1.2 lodges a thesis and is not required to undertake any further tasks related to their course (i.e. has completed their research program);
- 5.1.3 withdraws from study;
- 5.1.4 exhausts the maximum period of entitlement (see section 3.1 and 4);
- 5.1.5 does not resume study at the conclusion of a period of suspension or does not make arrangements to extend that period of suspension; and/or
- 5.1.6 fails to maintain satisfactory progress.

## **6. Australian Postgraduate Award (APA) Holders**

6.1 The HEP must give RTS entitlements to APA recipients in priority to other students.

## **7. Non-Commonwealth Funded HDR Students**

7.1 The HEP must identify non-Commonwealth funded HDR students through the Higher Education Student Data Collection.

7.2 The HEP may transfer HDR students enrolled on a fee-paying or in receipt of a fee exemption scholarship to RTS places during the course of their degree.

7.3 The HEP must ensure that periods of study undertaken on either a fee-paying or on a fee exempt scholarship basis are deducted from the maximum period of entitlement.