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[Title]
[Name of Organisation]
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Tēnā koe [name]

Approval of 2017 Māori and Pasifika Trades Training (Fees Top-ups and Brokerage funding)

At the Tertiary Education Commission (TEC) we are committed to funding the delivery of quality tertiary education provision that meets the needs of learners, employers and New Zealand. As a provider of tertiary education, we want to acknowledge the key role that you play in how we collectively ensure the best outcomes for our country.

The Māori and Pasifika Trades Training (MPTT) initiative has the potential to substantially enhance Māori and Pasifika achievement in trades training, and to strengthen the relationship your organisation has with the communities and the employers associated with the consortium.

I am pleased to confirm the TEC has approved funding for [Name of TEO] to contribute to the [Name of Consortium or list Consortia]. The attached funding letter sets out the details of your MPTT funding, subject to the conditions set out in the Funding Confirmation.

Enclosed with this letter is a Funding Guide. The Guide explains our funding functions, how we implement the funding mechanisms made by the Minister for Tertiary Education, Skills and Employment, and how the enclosed Funding Confirmation is structured.

Also enclosed with this letter is your Funding Confirmation which sets out:

- the **period** for which the TEC has approved your organisation's funding;
- the **amount** of funding approved for your organisation;
- the **conditions** attached to your organisation's funding; and
- **other provisions** relevant to your organisation's receipt of funding.

Thank you for working alongside us this year. We recognise the important and diverse work that you do to meet the needs of the community that you serve. We look forward to continuing our work with you now and into the future.

Please do not hesitate to contact us if you have any questions.

Naku iti nei, nā

Mike Blanchard
Deputy Chief Executive, Operations



Funding Confirmation Guide

This funding confirmation guide provides information on how to read and understand your Funding Confirmation. It outlines our funding functions, how we implement funding mechanisms and the different components of your Funding Confirmation. Please ensure that you read the entire Funding Confirmation and understand the conditions of funding.

Funding overview

TEC's funding functions

We are tasked with the following functions (among a longer list of functions) in relation to the allocation of funding to tertiary education organisations (and other organisations):

- prescribing and publishing guidance on the content of, and processes associated with seeking, funding approval;
- prescribing and publishing guidance on the criteria we will use to assess proposed plans or applications;
- assessing proposed plans or applications and deciding whether they will receive funding approval by applying the relevant assessment criteria;
- determining the amount of funding payable to organisations by applying the appropriate funding mechanisms;
- allocating funding to organisations that have plans or that are exempt from the requirement to submit a plan, and organisations that receive funding other than via a plan; and
- monitoring the performance of organisations that receive funding, including by measuring performance against specified outcomes.

Minister's funding mechanisms

The Minister for Tertiary Education, Skills and Employment determines the design of funding mechanisms by making funding determinations pursuant to section 159L of the Education Act 1989. The funding mechanisms for each fund specify:

- the amount of money, or the proportion of an amount of money, available;
- the funding to different groups of organisations or types of organisations; and
- the funding that targets particular groups of students.

TEC implementing funding mechanisms

It is our role to implement the Minister's funding mechanisms. In accordance with section 159YA (for organisations that have plans or are exempt from the requirement to submit a plan) or section 159ZC (funding for organisations other than via plans) of the Education Act, we are able to give funding approval subject to conditions, but only if the conditions are:

- conditions that the Minister has determined we must attach to funding (as set out in the Minister's funding mechanism); or

- conditions that we consider necessary to implement the funding mechanism.

The statutory framework provides that if your organisation accepts the funding, it also accepts the funding conditions imposed by TEC, as set out in your Funding Confirmation.

Your Funding Confirmation

Your **Funding Confirmation** sets out the following details:

- **Front page.** The front page of the Funding Confirmation sets out the Key Particulars, which provide a snapshot of the details that your organisation needs to know about the funding we have approved for your organisation. This includes your Edumis number, the amount of funding approved for your organisation and the date from which funding approval has effect.
- **Base Funding Confirmation.** The main body of the Funding Confirmation sets out funding conditions and other provisions relating to your organisation's receipt of funding. These apply to all funds named in your Funding Confirmation. The conditions are imposed pursuant to section 159YC or section 159ZD(2) of the Education Act (as applicable).
- **Appendix 1: Funds, Funding and Funding Period.** This Appendix provides a breakdown of funding that your organisation has been approved to receive. Additional funding provisions that apply either generally, or in relation to funding received from a specific fund, are also set out in this Appendix.
- **Appendix 2: Fund-specific Conditions.** This Appendix sets out any funding conditions that apply in relation to your organisation's receipt of funding from a particular fund. The conditions are imposed pursuant to section 159YC or section 159ZD(2) of the Education Act (as applicable).
- **Appendix 3: Organisation-specific Conditions.** This Appendix sets out any funding conditions that apply in relation to your organisation's receipt of funding that are particular to your type of organisation or to you. The conditions are imposed pursuant to section 159YC(2) or section 159ZD(2) of the Education Act (as applicable).
- **Appendix 4: Contacts.** This Appendix is for you to complete and return to the Sector Helpdesk or your Investment Manager.

Education Act 1989

In addition to the funding conditions set out in paragraph 2 of the Base Funding Confirmation and Appendices 2 and 3 of the Funding Confirmation, the Education Act 1989 also sets out a number of statutory conditions that apply to your organisation's receipt of funding. These conditions are set out in section 159YC(1) or section 159ZD(1) of the Education Act (as applicable). These conditions relate to the supply of financial, statistical or other information to us or the Ministry of Education from time to time, as required by either of those organisations.

The Education Act also requires your organisation to comply with certain provisions that relate to accountability for funding. These provisions are set out in section 159YC or section 159ZD of the Education Act (as applicable). These provisions relate to record-keeping and reporting of information.

Part 13A of the Education Act also provides statutory authority for us to take certain actions in respect of an organisation's funding, including suspending or revoking funding. Reference has been made to these provisions in the Funding Confirmation and the provisions will be applied, where applicable. Accordingly, your Funding Confirmation should be read alongside your organisation's statutory obligations and our statutory authority in respect of such funding.

Funding Confirmation

For

[insert name of Organisation]
(Organisation)

Key Particulars

EDUMIS Number	xxxx
[Consortium Name REPEAT AS NECESSARY IT TEO IS MEMBER OF MORE THAN ONE COSORTIUM]	
Total Off-plan Fees Top-ups Funding for 2017 , excluding GST (see Appendix 1 for further details)	\$0
Total Off-plan Brokerage Funding for 2017 , excluding GST (see Appendix 1 for further details)	\$0
Total MPTT Funding for 2017 , excluding GST	\$0
Date from which Funding approval has effect	1/01/2017

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Base Funding Confirmation

Introduction

- A. This Funding Confirmation sets out the Conditions that apply to your receipt of Funding in respect of the applicable Funding Period for each Fund.
- B. The Conditions set out in this Funding Confirmation are in addition to the Conditions that apply to your receipt of the Funding, as set out in Part 13A of the Education Act.
- C. This Funding Confirmation also sets out other provisions that apply to your receipt of the Funding.

1. Funding

- 1.1 Subject to:
 - (a) your compliance with the Conditions;
 - (b) our rights to suspend or revoke the Funding as set out in the Education Act;
 - (c) the relevant Funding Mechanisms continuing in effect; and
 - (d) paragraph 1.4 of this Funding Confirmation,we will provide you with the Funding specified in Appendix 1 in respect of the Funding Period.
- 1.2 In addition to our right to suspend or revoke some or all of the Funding, in order to ensure accountability for public money, we will:
 - (a) monitor your enrolment data and, if you are tracking below funded volumes, we may implement either a reduced payments schedule; and/or
 - (b) recover funding for under-delivery in relation to your Application for Funding, in accordance with the Conditions.
- 1.3 Amounts specified in Appendix 1 are in New Zealand dollars and exclude GST. We will pay you the Funding plus GST, if applicable.
- 1.4 Notwithstanding any other term in this Funding Confirmation, you acknowledge that our ability to pay the Funding depends on Government continuing to appropriate sufficient funding for the relevant Fund and that we will not be required to make the Funding available to you where there is not a Government appropriation that permits us to do so. We will advise you in advance of any Funding being due if the Funding cannot be made available to you for this reason.

2. Conditions

The Funding specified in this Funding Confirmation is payable by us subject to the Conditions specified in this paragraph 2. Conditions are imposed pursuant to section 159ZD(2) of the Education Act. Funding specified in this Funding Confirmation is also payable subject to the statutory Conditions specified in Part 13A of the Education Act for Off-plan Funding.

2.1. Supply of information

- (a) You must supply to us information relating to your financial viability, if we notify you that we require that information.
- (b) You must supply to us information about your subcontracting arrangements when we request that information.
- (c) You must notify us at least 28 days before, or as soon as practicable if it is not possible for you to notify us at least 28 days before:
 - (i) you have a Change of Control (see definition below);
 - (ii) you transfer (or agree to transfer) all or a material part of your assets to a third party;
 - (iii) you merge with or acquire any other entity or business; or
 - (iv) there is any change to the persons who make up your governing body.
- (d) You must notify us immediately if:
 - (i) any record required to be kept under section 159ZE of the Education Act has been lost or damaged;
 - (ii) you are no longer able to comply with a Condition;
 - (iii) your NZQA registration or accreditation is cancelled (relevant if you are a PTE);
 - (iv) you have an Insolvency Event (see definition below);
 - (v) you have changed your name; or
 - (vi) the location or locations at which you deliver a course or courses has changed.

Definitions used in this paragraph 2.1

"Insolvency Event" means, in relation to you, the occurrence of any of the following events:

- (A) any step taken in or toward the making of any compromise, proposal or deed of arrangement with all or some of your creditors;
- (B) the appointment of a liquidator, provisional liquidator, receiver, receiver and manager, voluntary administrator, statutory manager, or similar official in respect of you or the whole or part of your assets;
- (C) the suspension or threatened suspension of the payment of your debts;
- (D) you cease or threaten to cease to carry on all or any material part of your business or operations;
- (E) a distress, attachment or other execution is levied or enforced upon, or commenced against, any of your assets and is not discharged or stayed within 10 business days, except, in each case, when we are satisfied that that you are contesting the same in good faith by appropriate proceedings;
- (F) cessation of your business in New Zealand; or
- (G) any other insolvency event or proceedings analogous to any of the foregoing occurring in any relevant jurisdiction;

"Change of Control" means, in relation to a person (the "first person"), when a person acquires Control of the first person or when a person who controls the first person ceases to do so; and

"Control" means, in relation to a person (the "first person"), the ability of another person (the "second person") to ensure that the activities and business of the first person are conducted in accordance with the wishes of the second person, whether through ownership of voting shares, contract or otherwise. Without limitation, the direct or indirect beneficial ownership of more than 50% of the voting rights in a body corporate is deemed to constitute Control.

2.2. Source and use of funding

- (a) You must:
 - (i) not (without our prior written consent) seek or obtain any funding from any Crown source other than the TEC to fund a programme or training scheme that is delivered using the Funding; and
 - (ii) notify us immediately if you become aware of any circumstances that might result in a breach of subparagraph (i) of this Condition.
- (b) You must only use the Funding:
 - (i) lawfully, responsibly, and for the purposes for which the Funding is provided; and
 - (ii) in a manner consistent with the appropriate use of public funds.

2.3. Fund-specific Conditions

You must comply with the Fund-specific Conditions set out in Appendix 2.

2.4. Organisation-specific Conditions

You must comply with the Organisation-specific Conditions set out in Appendix 3.

2.5. Organisation to make information available to TEC and its appointed representative for the purpose of monitoring

By accepting the Funding you are deemed to have acknowledged that one of our statutory functions is to monitor the performance of organisations receiving funding from us, and that it is a statutory condition that you must maintain certain records and supply certain information to us. Accordingly, by accepting the Funding, you are deemed to have acknowledged that we need access to certain information to enable us to undertake our monitoring activities and, as such, you authorise us (and any representative acting on our behalf) to have reasonable access to information needed by us to undertake our review and monitoring function. This includes you authorising us and our appointed representatives to have reasonable access to your premises and any premises where your records are kept for the purpose of enabling monitoring and review activities to be undertaken at those premises. For the avoidance of doubt, provision of, and compliance with, the undertakings given in this paragraph 2.5 is a Condition.

3. Variations

You must contact us in the following circumstances if you:

- (a) think the Minimum Requirements may need to be amended; and/or
- (b) wish to vary delivery from that specified in the Minimum Requirements.

4. Communication and relationship management

- 4.1 Regular contact will be maintained for the purpose of:
- (a) us monitoring your performance against the Minimum Requirements;
 - (b) encouraging the on-going review and assessment of your effectiveness;
 - (c) providing constructive feedback that will enhance the effectiveness of your performance; and
 - (d) identifying early any issues and opportunities for you to improve.
- 4.2 If you expect that you will not meet the Minimum Requirements, or that you will not comply with a Condition, you must advise us in writing as soon as possible.

5. Record-keeping and reporting

In addition to any specific record-keeping and reporting obligations as described in the Conditions, you must comply with your record-keeping and reporting obligations as set out in section 159ZE of the Education Act.

6. TEC monitoring activities

- 6.1 We will monitor your performance against your:
- (a) compliance with the Conditions; and
 - (b) delivery against the Minimum Requirements.
- 6.2 We will also monitor your performance against:
- (a) any initiatives implemented to reduce low-performing provision;
 - (b) the agreed objectives for any TEC-funded projects; and
 - (c) the change expectations for you as agreed by us.
- 6.3 If we consider that there are persistent quality issues with the data you submit to us, we may require that the accuracy of your data is validated by a third-party.
- 6.4 Your performance against the Minimum Requirements will also be considered when making future funding decisions.

7. Suspension or revocation of Funding

We may suspend or revoke some or all of the Funding provided under this Funding Confirmation in accordance with section 159ZF of the Education Act, in which case sections 159ZG and 159ZH of the Education Act also apply.

8. Entire confirmation

This Funding Confirmation sets out the entire understanding between you and us in relation to the Funding to be provided by us to you for the Funding Period. This Funding Confirmation supersedes all prior verbal or written communication relating to the provision of funding to be provided by us to you for the Funding Period (including all earlier communication in respect of the approval of funding made by the Chief Executive of TEC or any other TEC official).

9. No guarantee of further funding

It is important to understand that funding approval does not mean that we:

- (a) approve any funding other than that specified in this Funding Confirmation. This includes any Indicative Funding which requires further approval to be made by us before such funding can be considered to be “approved”; or
- (b) agree with every statement in your Application for Funding; or
- (c) will fund you in the future.

10. Definitions and Interpretation

10.1 Definitions

In this Funding Confirmation, unless the context otherwise requires:

Application for Funding means the documents submitted by you in relation to Off-plan Funding;

Base Funding Confirmation means paragraphs 1 to 10 (inclusive) of this Funding Confirmation;

Conditions means the funding conditions set out in paragraph 2 and Appendices 2 and 3 of this Funding Confirmation, along with any statutory funding conditions set out in the Education Act;

Consortium means a legal entity approved by the TEC comprising at least one TEO, an ITO, employer representation and a Māori and / or Pasifika entity;

CUAP means the New Zealand Vice-Chancellor’s Committee on University Academic Programmes;

Domestic Student means a domestic student as defined in section 159 of the Education Act;

Education Act means the Education Act 1989;

ESOL means English for Speakers of Other Languages;

Fund means any fund established by the Minister pursuant to a Funding Mechanism;

Funding means any funding provided by us to you in accordance with this Funding Confirmation from any Fund, the Funds and approved amount of Funding from each Fund being set out in Appendix 1;

Funding Confirmation means this Funding Confirmation, including the Base Funding Confirmation, Key Particulars, Appendices 1 to 4 (inclusive) and Attachments (if any);

Funding Mechanism means a funding mechanism determined by the Minister pursuant to section 159L of the Education Act;

Funding Period means the relevant funding period for each Fund as set out in Appendix 1;

GST means tax charged under the Goods and Services Tax Act 1985;

Indicative Funding means funding outlined in the Key Particulars that we intend to pay you in subsequent years, subject to future separate approval by us;

ITO means a body corporate for the time being recognised under section 5 or section 8(1) of the Industry Training and Apprenticeships Act 1992;

ITP means an institute of technology or polytechnic (being a polytechnic as defined in the Education Act);

Key Particulars means the ‘Key Particulars’ table on the first page of this Funding Confirmation;

Minimum Requirements means the minimum requirements set out in Appendix 3, and any other commitments specified in your Application for Funding;

MPTT means Māori and Pasifika Trades Training;

NSN means National Student Number;

NZQA means the New Zealand Qualifications Authority;

NZQF means the New Zealand Qualifications Framework;

NZVCC means the New Zealand Vice-Chancellors' Committee;

Off-plan Funding or Off-plan Funds means, respectively, funding paid by us to you pursuant to section 159ZC of the Education Act, or from a Fund to which section 159ZC of the Education Act applies;

Organisation means the Organisation as set out on the first page of this Funding Confirmation and all references to "you" and "your" are to the Organisation;

PTE means a private training establishment;

REAP provider means a rural education activities programme provider;

SDR means the Single Data Return, which is the set of data items that are specifically required by the Ministry of Education and TEC for funding, monitoring performance, publishing performance information, as well as statistical reporting purposes;

SDR Manual means the manual for TEOs and Student Management System Developers setting out the specifications of the Ministry of Education and TEC data requirements for the Single Data Returns for each academic year;

TEC means the Tertiary Education Commission and all references to "we, "our" and "us" are to TEC;

TEI means an institution as defined in section 159 of the Education Act;

TEO means an organisation defined in section 159B(1) of the Education Act;

Wānanga means a body established under the Education Act;

Withdrawal means a student ceasing to participate in a course, programme or training scheme, by notice from the student to your organisation that they wish to withdraw participation or as a result of non-attendance or non-participation by a student at your organisation for any reason, and whether or not the student has been refunded any fees and

Withdraw and **Withdrawn** have corresponding meanings; and

University means a body referred to or established under the Education Act.

10.2 Interpretation

Unless the context otherwise requires:

- (a) headings are not to be used for interpretation;
- (b) the Introduction forms part of this Funding Confirmation;
- (c) the singular includes the plural and vice versa;
- (d) a reference to documentation (including this Funding Confirmation) includes a reference to that document as varied, supplemented or substituted from time to time;
- (e) a reference to any legislation or policy includes a modification of that legislation or policy or, in the case of legislation, legislation enacted in substitution for that legislation and a regulation, order-in-council and other instrument from time to time issued or made under that legislation;
- (f) a reference to an Appendix is a reference to an appendix to this Funding Confirmation;
- (g) a reference to a Schedule or Attachment is a reference to a schedule or attachment (as applicable) to this Funding Confirmation;
- (h) a reference to a paragraph is a reference to a paragraph in this Funding Confirmation;
- (i) whenever the words 'includes' or 'including' are used in this Funding Confirmation, they are deemed to be followed by the words "without limitation"; and
- (j) if there is any conflict between the terms of the Funding Confirmation and any other document, including your Application for Funding, the terms of this Funding Confirmation will prevail.

Appendix 1: Funds, Funding and Funding Periods

Edumis Number: [insert]

Consortia: [insert name REPEAT WHOLE SECTION IF TEO IS MEMBER OF MORE THAN ONE CONSORTIUM]

Total EFTS:

Total learners:

1. Funding for Fees Top-ups and Brokerage Services

We will provide the following Funding to you for Fees Top-ups and Brokerage Services over the Funding Period, payable on the basis set out in paragraphs 2(a) and 2(b) of this

Appendix 1:

	2017 Funding (ex GST)
Māori and Pasifika Trades Training Fund <i>Funding Period: 1 January 2017 - 31 December 2017</i>	
MPTT EFTS – SAC levels 1 and 2	\$0
Funding rate: \$0 (no top ups as fees free)	
Number of EFTS:	
Fees Top-ups Fund – SAC levels 3 and 4	\$0
Funding rate: \$4,000 per EFTS	
Number of EFTS:	
Brokerage Services Fund	\$0
Funding rate : \$ 575 Per learner (50% of total brokerage allocation)	
Number of learners:	
Total MPTT Fees Top-ups and Brokerage Funding	\$0
* A further \$575 per learner (50% of total brokerage allocation) will be payable as an incentive payment on individual learner progression to a successful outcome, as outlined in Appendix 2, paragraphs 4.1-4.6.	

2. Payment Schedule

(a) Funding for Fees Top-ups

We will pay you the Funding for Fees Top-ups, in monthly instalments on the first Working Day of each month as follows:

Funding Period	Scheduled Payment Date	Payment Amount (ex. GST)
1 January – 31 March	On confirmation of FCL	\$ 0.00
1 April – 30 April	3 April	\$ 0.00
1 May – 31 May	1 May	\$ 0.00
1 June – 30 June	1 June	\$ 0.00
1 July – 31 July	3 July	\$ 0.00
1 August – 30 August	1 August	\$ 0.00
1 September – 30 September	1 September	\$ 0.00
1 October – 31 October	2 October	\$ 0.00
1 November – 30 November	1 November	\$ 0.00
1 December – 31 December	1 December	\$ 0.00
Total		\$ 0.00

(b) Funding for Brokerage Services

- (i) We will pay you 50% of the Funding for Brokerage Services in monthly instalments on the first Working Day of each month, as follows:

Funding Period	Scheduled Payment Date	Payment Amount (ex. GST)
1 January – 31 March	On confirmation of FCL	\$ 0.00
1 April – 30 April	3 April	\$ 0.00
1 May – 31 May	1 May	\$ 0.00
1 June – 30 June	1 June	\$ 0.00
1 July – 31 July	3 July	\$ 0.00
1 August – 30 August	1 August	\$ 0.00
1 September – 30 September	1 September	\$ 0.00
1 October – 31 October	2 October	\$ 0.00
1 November – 30 November	1 November	\$ 0.00
1 December – 31 December	1 December	\$ 0.00
Total		\$ 0.00

Māori and Pasifika Trades Training Fund (Fees Top-ups and Brokerage Services)

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Māori and Pasifika Trades Training Fund (Fees Top-ups and Brokerage Services Funding)

Purpose of Fund

The purpose of the Māori and Pasifika Trades Training (MPTT) Fund is to support Māori and Pasifika learners aged between 16 and 40 years of age to enter and achieve in pre-trades training and progress to sustainable trades or trades-related employment, including New Zealand Apprenticeships, other successful industry training programmes at Level 3 and above on the New Zealand Qualification Framework (NZQF), and managed apprenticeships. Progression to further provider-based vocational training at Level 4 or above that has strong employment outcomes is also a positive outcome.

Funding through the MPTT Fund is for:

- (a) Fees Top-ups (MPTT Fees Top-ups) to make Student Achievement Component (SAC)-funded programmes of pre-trades training fees-free to MPTT learners; and
- (b) brokerage services (MPTT Brokerage Services) to:
 - (i) match learner talents and aspirations with employer skill requirements and career pathways;
 - (ii) tailor pre-employment trades educational provision to the needs and aspirations of MPTT learners, communities and potential employers;
 - (iii) facilitate relationships between MPTT learners, providers, industry training organisations and potential employers; and
 - (iv) transition learners into sustainable employment; and
- (c) consortium activities (MPTT Consortium Activities) to increase access to vocational training for Māori and Pasifika learners and improve pre-employment trades training (including robust work preparation) to align this training more closely to the needs of employers and of Māori and Pasifika communities.

The Government contribution towards the costs of teaching and learning services is funded through the SAC. An organisation delivering trades training under the MPTT initiative must meet the teaching and learning costs through its existing approved SAC allocation funded as part of its Investment Plan. If an organisation does not receive SAC funding, it must have an agreement with an organisation that has a SAC allocation that is approved by us.

The following Conditions apply to your entitlement to receive funding that is allocated from the MPTT Fund in respect of MPTT Fees Top-ups, in addition to those Conditions set out in the Base Funding Confirmation and the Education Act.

1. Organisation eligibility

- 1.1 To be eligible to receive MPTT Fund Funding for MPTT Fees Top-ups and Brokerage Services you must remain as part of the same approved consortium or consortia, where applicable, for the length of the Funding Period, except as agreed by us, for the purpose of continuing to support enrolled learners.
- 1.2 If we cease to fund the consortium or consortia you are part of, through MPTT, then for Fees Top-ups and Brokerage services for new learners will also cease.
- 1.3 To receive Funding for MPTT Fees Top-ups and MPTT Brokerage Services during the Funding Period you must meet and continue to meet the following eligibility criteria:

- (a) You must be a TEO that:
 - (i) is part of a consortium approved by us; and
 - (ii) is a Wānanga, an ITP, a PTE or a University; and
 - (iii) is quality assured by:
 - A. the NZQA, if you are an ITP, Wānanga or PTE; or
 - B. the NZVCC, if you are a University; and
 - (iv) has been allocated SAC Funding from us; or
- (b) a consortium, or a member of a consortium, that:
 - (v) is approved by us; and
 - (vi) is a legal entity; and
 - (vii) in an industry training organisation that is quality assured by the NZQA or is an organisation identified under section 159B(2) of the Education Act; and
 - (viii) has a contract for SAC-funded provision with at least one TEO that meets the criteria specified in sub paragraph (a).

2. Learner eligibility

2.1 You must ensure that MPTT Fees Top-ups Fund Funding and MPTT Brokerage Services Funding is used only in respect of a learner who meets and continues the eligibility criteria under this paragraph. Eligible learners must be:

- (a) one of the following:
 - (i) a Domestic Student; or
 - (ii) an Australian citizen or Australian permanent resident currently residing in New Zealand; and
- (b) Māori and/ or Pasifika; and
- (c) aged between 16 and 40 years of age (inclusive) at the start date of the first course in the programme of study or training; and
- (d) enrolled in an eligible programme or training scheme as set out in paragraph 5(a) to (b).

For the purposes of this condition:

- 2.2 “Māori” refers to those with evidence of Māori ancestry, whakapapa, or persons that made an oath, affirmation or declaration that they are Māori before a person recognised and authorised to administer such oaths, attestations, or declarations (e.g. a Kaumātua affiliated to a recognised Māori hapu, iwi, or legal entity, a Justice of the Peace, or other persons empowered to administer oaths and declarations under the Oaths and Declarations Act 1957);
- 2.3 “Pasifika” includes those who meet the conditions of paragraph 2.1 (a) to (d) and who have evidence of ancestry from the independent and sovereign nations of the South Pacific, including The Republic of Fiji, The Kingdom of Tonga, Samoa, the Cook Islands, Solomon Islands, Vanuatu, Tuvalu, Nauru, Niue and Kiribati. It also includes the atolls of Tokelau for which New Zealand is administratively and constitutionally responsible.

- 2.4 Additionally, on the basis of a request by a consortia, we may grant admission to learners descended from persons from French Polynesia, Wallis and Futuna Islands, New Caledonia, Papua New Guinea and American Samoa provided they also meet the Conditions of paragraph 2.1(a) to (d) and there is spare capacity but only after prior consideration of admission by Māori and Pasifika learners.

3. Funding for MPTT Fees Top-ups

- 3.1 We will provide MPTT Fees Top-ups funding calculated at the rate of \$4,000 per EFTS¹ for level 3 and 4 qualifications and training schemes and \$0 for level 1 and 2 qualifications and training schemes.²
- 3.2 We will pay you the Funding of the MPTT Fees Top-ups in monthly instalments as outlined in Appendix 1 of this funding confirmation.

4. Funding for Brokerage Services

- 4.1 Funding for Brokerage Services is calculated at a rate of \$1,150 per learner.
- 4.2 We will pay 50% of the Funding for Brokerage Services in monthly instalments as outlined in Appendix 1 of this funding confirmation.
- 4.3 50% of the Brokerage Services funding rate is reserved for the payment of a performance incentive that is:
- (a) payable on the basis of sufficient evidence of individual learners achieving successful outcomes from a programme supported by MPTT within 18 months of the learner ceasing to be enrolled in the programme; and
 - (b) calculated as an amount payable in respect of each learner that meets the criteria in paragraph 2 of this funding confirmation for determining a successful outcome; and
 - (c) payable only once in respect of the same individual learner.
- 4.4 You must complete the MPTT Tools Grant and Brokerage Performance Summary available through Workspace 2 to provide sufficient evidence of individual learners achieving successful outcomes.
- 4.5 The outcomes that result in the payment of the performance incentive are:
- (a) entry into a New Zealand Apprenticeship; or
 - (b) entry to industry training at level 3 or higher, or to a managed apprenticeship in a programme identified by the TEC as being likely to lead to sustainable employment.
- 4.6 For the purpose of this funding confirmation, a managed apprenticeship is a SAC funded programme that is:
- (a) intended to lead to level 4 qualification of 120 credits or more; and
 - (b) arranged by an institute of technology or polytechnic, or wānanga, or a private training establishment (that is, the provider arranges the delivery and assessment of training and in some cases provides pastoral care); and
 - (c) dependent on a formal training relationship between the provider, and learner and an employer of the learner.

¹ One (1.0) EFTS unit is defined as the student workload that would normally be carried out by a student enrolled full-time in a single academic year.

² From 2017, all level 1 and 2 SAC funding provision is fees free for eligible learners.

5. Eligible programmes and training schemes for MPTT Fees Top-ups

- (a) You must only use MPTT Fees Top-ups Fund Funding for a programme or training scheme that is:
- (i) SAC-funded training; and
 - (ii) either:
 - A. a programme of study leading to the award of a qualification at Levels 1 to 4 on the NZQF; or
 - B. a training scheme of between 40 and 45 credits at Levels 1 to 4 on the NZQF that has been endorsed by an ITO or a Direct Funding Scheme participant as a suitable pathway into an apprenticeship or traineeship for learners with a specified set of needs; and
 - (iii) forms a pathway to entry to:
 - A. a New Zealand Apprenticeship; or
 - B. industry training at Level 3 or higher on the NZQF, or to a managed apprenticeship, in a programme identified by us as being likely to lead to sustainable employment.
- (b) You must **not** use MPTT Fees Top-ups Fund Funding for:
- (i) a New Zealand Apprenticeship, a traineeship, or a managed apprenticeship, or
 - (ii) a training scheme where we consider on reasonable grounds that a majority of the training scheme relates to health and safety or regulatory compliance learning.

For the purposes of this Condition, a “managed apprenticeship” is a SAC-funded programme that is:

- (a) intended to lead to a qualification at Level 4 on the NZQF of 120 credits or more; and
- (b) is arranged by an ITP, a Wānanga, or a PTE; and
- (c) dependent on a formal training relationship between the provider, a learner and an employer of the learner.

6. Eligible MPTT Brokerage Services

You must use the MPTT Brokerage Service Funding to provide or subcontract brokerage services, to learners who meet learner eligibility requirements specified in paragraph 2 above. The Brokerage Services Funding must be used to achieve the following purposes:

- (a) match learner talents and aspirations with employer skill requirements and career pathways;
- (b) tailor pre-employment trades educational provision to the needs and aspirations of MPTT learners, communities and potential employers;
- (c) facilitate relationships between MPTT learners, providers, industry training organisations and potential employers; and
- (d) transition learners into sustainable employment.

7. Compliance with Conditions that apply to SAC-funded programmes or training schemes

You must, in respect of the programmes and training schemes in respect of which you are receiving SAC funding, comply with the conditions imposed on that funding.

8. Literacy and Numeracy Assessment Tool

In the case of learners for whom you receive MPTT Fees Top-ups Fund Funding for SAC-funded programmes leading to a qualification at Level 3 and/or 4 on the NZQF, you must have in place an effective assessment process for identifying each learner's initial literacy and numeracy needs, and measure their progress, using the most appropriate version of the Literacy and Numeracy for Adults Assessment Tool (such as the Adult, Youth, Te Ata Hāpara or Starting Points version).

9. Fees and associated course costs

- 9.1 You must not charge a fee to a learner who is enrolled in a programme leading to a qualification for which you receive MPTT Fees Top-ups Fund Funding.
- 9.2 You must not charge a fee to any person, including learners and employers, for brokerage services for which you have received funding from the MPTT Brokerage Services Fund.

10. Funding from other sources

You must not seek or claim fees, payments or other MPTT Fees Top-ups Funding from any other Crown source for the same learner, without our prior written approval. You must notify us immediately if you become aware of any circumstances that might result in a breach of this condition.

11. Minimum performance standards

You must meet any minimum performance standards including any Minimum Requirements specified by us that apply to relevant SAC funded programmes or training schemes. We will monitor your performance against the minimum performance standards and Minimum Requirements with respect to MPTT learners and your performance may inform future funding decisions.

12. Subcontracting

- (a) You must not subcontract delivery of any programme, training scheme, component course or part of a course for which you receive MPTT Fees Top-ups funding, unless you have our prior written consent.
- (b) You:
- (i) must comply with any conditions imposed by us on the consent to subcontract; and
 - (ii) must ensure that the subcontracted party does not further subcontract any functions; and
 - (iii) remain accountable to us for the use of the MPTT Fees Top-ups Fund Funding.
- (c) As the organisation receiving MPTT Brokerage Services Funding you must provide or sub-contract brokerage services in relation to eligible learners as indicated by the purposes of brokerage services set out in this funding confirmation.

13. Repayment of MPTT Fees Top-ups Fund Funding and / or MPTT Brokerage Services Fund Funding

13.1 If you receive MPTT Fees Top-up Fund Funding and / or MPTT Brokerage Services Funding that is greater than it should have been, or that you were entitled to receive, you must treat the amount of the over-funding as a debt due to the Crown that:

- (a) is repayable on demand; and
- (b) may be set-off against all or any funding, or any sum of money payable by us to you.

13.2 If you receive MPTT Fees Top-ups and / or MPTT Brokerage Services Fund Funding that is less than it should have been, or that you were entitled to receive, we will treat the amount of the under-funding as a credit and pay the amount as soon as is reasonably practicable.

14. Recovery of MPTT Fees Top-ups Fund Funding and / or MPTT Brokerage Services Fund Funding

14.1 We will recover up to 100% of MPTT Fees Top-ups Fund funding for any under delivery by you. The course level delivery volume data submitted through the December SDR will be used to assess any under delivery.

14.2 We will recover up to 100% of MPTT Brokerage Services Fund funding for any under delivery by you. The data submitted through the December SDR will be used to determine the amount of under delivery.

15. Suspension or revocation of MPTT Fees Top-ups and MPTT Brokerage Services Fund

If we suspend or revoke some or all of your MPTT Fees Top-up Fund Funding and/or MPTT Brokerage Services Fund Funding under section 159ZF of the Education Act 1989 before some or all of that funding has been used or contractually committed towards the purposes for which the funding was provided, you must treat the unexpended or uncommitted portion of the funding as debt due to the Crown that is:

- (a) repayable on demand by us; and
- (b) may be set-off against all or any funding, or any sum payable by us to you.

Appendix 3: Organisation-specific Conditions

You must comply with the Performance Commitments and/or Minimum Requirements (as applicable), and any other commitments specified in your Investment Plan and/or Application for Funding (as applicable).

Appendix 4: Contacts

Please complete and return to the Sector Helpdesk or your Investment Manager.
Where necessary repeat this form for each consortium that you are member of.

Contact persons

Organisation	Contact person
	Role
	Address

	Phone
	Facsimile
	Email

TEC	Contact [insert]
	Role [insert]
	Address Level 9 44 The Terrace PO Box 27 048 WELLINGTON 6141
	Phone [insert]
	Facsimile 04 462 5400
	Email [insert]