

Training Infrastructure Fund terms and conditions

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1. Introduction

The Training Infrastructure Fund (“Program”) will provide infrastructure support to private Registered Training Organisations and relevant industry associations supporting training programs meeting evolving workforce skills needs requiring new technology or equipment, ensuring they have contemporary training facilities and technology which will enable additional delivery in the Northern Territory and also assist in expanding the international student market.

2. General

2.1. Program objective

The objective of the Program is to help eligible Registered Training Organisations and industry associations purchase or improve capital assets to increase or enhance training in the Territory.

The Program aims to:

- a) equip recipients with infrastructure to deliver future skills to Territorians
- b) enhance learning experience by providing training facilities with new technologies and equipment
- c) expand facilities which enable new training delivery in the Territory
- d) advance local organisation capabilities so they can compete globally

An Eligible Organisation must submit an application to be assessed against all other Projects put forward in the competitive funding round. The Projects will then be progressed to a panel for assessment. Successful projects as determined by the panel will then be offered funding through a Letter of Offer to proceed with the Project.

3. Definitions

Approved Purpose means the purpose of the grants submitted as approved by the Department which meets the Program’s objectives and policy intent.

Business is a legal entity (a natural person or an incorporated entity), with or without a registered business name, and holds a valid Australian Business Number.

Department means the Northern Territory Government Department of Trade, Business and Innovation.

Eligible Organisation means a body that meets all the eligibility criteria that is not an Excluded Body and:

- a) is a Registered Training Organisation, or
- b) is an industry association that delivers or facilitates the delivery of vocational education and training

Excluded Bodies means:

- a) Businesses which operate from premises other than fixed premises (for example, mobile businesses)
- b) Government Departments (Australian, State or Territory), government owned businesses and government owned or controlled organisations (other than local government bodies or

incorporated associations delivering local government or municipal services, which are not excluded from applying);

- c) Schools (including government and non-government schools)
- d) Public education providers (Charles Darwin University and Batchelor Indigenous Institute of Tertiary Education)
- e) Other excluded businesses and organisations as may be determined, by the Department or the Minister, from time to time in their absolute discretion

Funding Commitment is the maximum grant amount the Department has agreed to pay to the Recipient as Item 7 in the Grant Details in progressing and completing the Project.

Minimum Eligible Amount means the sum of \$5,000 (exclusive of GST) per Project.

Maximum Eligible Amount means the sum of \$100,000 (exclusive of GST) per Project.

Offer or the Letter of Offer is the letter setting out the conditions under which the funding is awarded to the Recipient to conduct the Project. The **Grant Details** are attached to the Letter of Offer.

Payment Criteria means the payment criteria specified in clause 7.4 of these Terms and Conditions.

Program means the Training Infrastructure Fund described in these Terms and Conditions.

Project means the proposed activities put forward to the Department to achieve the Approved Purposes.

Recipient is the Eligible Organisation as stated in Item 2 in the Grant Details.

Related means:

- a) in relation to a company:
 - i. a director or member of the body or of a related body corporate, or
 - ii. a Relative of a director or member, or
 - iii. a Relative of the spouse of a director or member, or
 - iv. an employee of the company or a Relative of an employee of the company.
- b) in relation to any other kind of legal entity:
 - i. a proprietor, member, partner or any other person exercising control (whether on their own or jointly with others) over the management of the business, or
 - ii. a Relative of any person falling within (b)(i) above, or
 - iii. an employee of the business or a Relative of an employee of the business, and
- c) in relation to a person, means a Relative of that person.

Relative, in relation to a person, means the spouse, parent or remoter lineal ancestor, child or remoter issue, or brother or sister of the person.

Registered Training Organisations or RTOs are those training providers registered by the Australian Skills Quality Authority (or, in some cases, a state regulator) to deliver vocational education and training services.

4. Eligibility and restrictions

The Program aims to support Eligible Organisations. Applicant must meet all of the minimum eligibility criteria:

Eligibility criteria	Supporting documentation
<ul style="list-style-type: none"> your organisation is a Registered Training Organisation or an industry association that delivers or facilitates the delivery of nationally accredited training 	<p>Proof of registration as a Registered Training Organisation e.g. Provider registration certificate from the Australian Skills Quality Agency(ASQA)</p> <p>Registered Training Organisation must declare (if any) sanctions, restrictions or unresolved regulatory matters with any state or national regulatory body, including licensing bodies.</p>
<ul style="list-style-type: none"> your organisation is a provider of services wholly or substantially in the Northern Territory for at least six months prior to submitting this application 	<p>Statutory declaration you have been operating in the NT for at least six months prior to submitting this application</p>
<ul style="list-style-type: none"> you have a significant presence in the Northern Territory, e.g. maintains an office, facilities or other permanent base within the Territory 	<p>Statutory declaration of significant permanent presence in the NT</p>
<ul style="list-style-type: none"> your organisation employs Northern Territory residents, and operates from a fixed premises. 	<p>Statutory declaration the business is employing NT residents</p>
<ul style="list-style-type: none"> where building works are involved – you must submit documentation of landlord approval for the proposed scopes of works to be done 	<p>A copy of the landlord approval or authorisation (e.g. letter, email) to carry out work at the nominated site.</p>

Combining all declarations regarding eligibility in one form is acceptable.

The Program is not available to Excluded Bodies.

All minimum criteria must score 'yes' for the application to be further considered.

4.1. Additional eligibility conditions

- Applicant must be able to provide matched funding dollar for dollar (co-contribution)
- Applicants involving multiple organisations can collaborate to support one project. Primary applicant must be a Registered Training organisation, or is an industry association that delivers or facilitates the delivery of vocational education and training
- Works funded cannot have already commenced or commence before receiving a Letter of Offer from the Territory Government

- Applicants are required to include a progress report for projects longer than 6 months, and a project plan for any submission over \$50,000 (showing milestones and timelines).
- Buy Local - preference will be given to Northern Territory based suppliers and applicants may be asked to demonstrate that local suppliers have been invited to bid.
- Registered Training Organisations operating from a home based business are able to access the grant for purchases of training equipment or training resources only. No capital works or upgrade to the home office or private residences.
- Recipients already awarded funding under this Program in this financial year will be considered on a case by case basis. Priority will be given to new applicants.

5. Program participation

The Program is open to Eligible Organisations.

Applications must be made to the Department and comply with all processes and procedures contained in these Terms and Conditions and that the Department may otherwise set from time to time.

5.1. Applicant obligations and responsibilities

The Chief Executive is the person with the authority of the business to sign contracts. One person must be identified as the Chief Executive of the organisation applying for the funding.

By signing the declaration, the Chief Executive agrees:

- the information provided in the application is true and correct
- to accept the terms and conditions
- to participate in post-project monitoring and evaluation of outcomes

These declarations are made in accordance with the *Oaths, Affidavits and Declarations Act 2010*. Online declarations are unattested in accordance with section 21 of the Act.

5.2. Time limits on Program and completion of Projects

No applications for participation in the Program will be accepted after the advertised closing date.

Projects must not commence until an application has been approved by the Department.

All projects approved under this Program must have been commenced within three months from the date of approval, or the project start date specified in Item 9 in the Grant Details (or any relevant Grant Agreement) whichever is later.

All projects approved under this program must be completed within three months of the project end date specified in Item 10 in the Grant Details (or any relevant Grant Agreement).

5.3. Other financial rebates, discounts and other financial incentives

Should any proposed Project include works and / or goods / materials that already entitle the Eligible Organisation to a rebate, discount or other financial incentive whether from the Northern Territory Government or not ('Benefit'), the Offer amount will be reduced by an amount to be determined by the Department to avoid double-dipping with the Benefit.

6. Assessment of applications

The assessment for the Program will be undertaken by a panel. The panel will assess information provided in the application against a list of criteria directly aligned to the program objectives.

The application is scored based on the assessment criteria.

- These are weighted as follows:
 - Proposed project activities
 - how well the activities meet the Programs objectives
 - the projects duration / timing (preference for known timeframe, < 3 months)
 - suppliers (prefers local suppliers in line with the Territory Buy Local policy)
 - value for money / employment outcomes
 - cost certainty of the project
 - project risk / likelihood to succeed
- Applicant's organisational funding history
 - history of government funded training, contracts performance, data reporting
- The provision of supporting documents and alignment with government priorities is not assessed but should be considered by the applicant in making the application more desirable.
 - level of details and quality of information provided to support claims in the application
 - taking into consideration broader Territory Government priorities such as the Economic Development Framework

The Department will conduct business checks and undertake other due diligence as part of the application assessment.

The Department may consult with other government agencies or bodies, other organisations and/or relevant individuals, to substantiate any claims or statements made in the application to assist in the assessment process. Confidentiality of commercial information will be observed through an appropriate non-disclosure agreement.

The Department reserves the right to request the applicant for additional information or documentation to verify information supplied in the application form.

Unsuccessful applicants will be advised in writing via email. Feedback will be provided on request.

7. Funding Administration

7.1. Funding approval process

Successful applicants will be sent a Letter of Offer.

Successful applicants will have 14 days to accept or decline the Letter of Offer after which it will lapse without any further notice to the organisation.

The Department reserve the right to offer a grant that is less than the amount requested.

7.2. Funding agreement

Funding is not guaranteed until the Letter of Offer has been accepted, signed and returned to the Department. The project must not commence until the signed Letter of Offer has been acknowledged as received by the Department.

7.3. Requirement for Grant Agreement

Item 11 in the Grant Details may state that a Grant Agreement is required to be executed in addition to the Offer if:

- the project requires an upfront payment, or
- the project requires staged or milestone payment, or
- the project duration is more than six months, and the co-contribution amount is greater than \$50,000; or
- the project involves the development of Intellectual Property (including digital Application 'APP').

If Item 11 in the Grant Details shows that a Grant Agreement is required, it will be enclosed with this Letter of Offer and must be executed and returned by the Recipient with the signed Letter of Offer.

If there is any inconsistency between the Grant Agreement and the Terms and Conditions, the Grant Agreement will prevail.

7.4. Payment criteria

- Where the Funding Commitment is greater than \$50,000, then an upfront payment can be negotiated on a case by case basis with the Department if required with milestones to be negotiated.
- The Funding Commitment will not exceed the amount stated in the Letter of Offer even if the actual costs of the Project are greater.
- The final Funding Commitment will be 50 per cent of the Projects costs incurred and approved by the Department or the original Funding Commitment whichever is lesser.

Applicant must accept the Letter of Offer in writing within 14 days. The offer lapses after 14 days and will be withdrawn without further notice.

8. Conduct of project

8.1. Use of contractors and subcontractors

Approved projects must be carried out by the Eligible Organisation (including its contractors and subcontractors) in a proper workmanlike manner and to high professional standards in compliance with all relevant laws and standards, and permitting the Department (where relevant) to attend any premises upon 24 hours notice to view the progress of any project. An Eligible Organisation is responsible at all times for all works conducted by its contractors and sub-contractors.

8.2. Related Businesses

Eligible Organisations must not engage services or purchase goods from businesses which are Related to or a Relative of it or to the owner of any premises to which fixed improvements will be made in the course of carrying out the project.

9. Insurance

The Eligible Organisation must ensure that it puts in place and maintains until the funding has been acquitted, all risks of the funded project that a prudent person would have in place, including without limitation, public liability insurance for at least \$20 million (each single event) in respect of any premises that will be improved as a result of the conduct of the project.

10. Due diligence, audit and privacy

All Eligible Organisations acknowledge that the Department will conduct such due diligence enquiries on Eligible Organisations as the Department sees fit at any time during the course of the Project or a Letter of Offer in order to ensure the integrity of the Program and that the allocated Funding is used strictly in accordance with the intent of the relevant government policy. Such enquiries may include (but are not necessarily limited to) company and business name searches and credit checks on an Eligible Organisations, as well as on-site visits to the place of business of Eligible Organisations.

All participants in the Program acknowledge and accept that the Department will seek from and share information (which may include personal information or commercial in confidence information) with other Northern Territory Government agencies, as well as such external third parties as it may need to do in order to assess and ensure eligibility.

The Department reserves the right to conduct an audit of the business or the Eligible Organisations at any time during the Project or within 12 months after the Project ends.

Eligible Organisations declare that they agree to the Department having access to any private register of information in relation to their business, and to the Department using, storing and releasing for lawful purposes, their information, including personal and sensitive information and will, promptly upon request, provide the holder of any such information with a release enabling the holder to disclose such information to the Department.

The Department is bound by the *Information Act* (NT) and will only ever use information in accordance with the Northern Territory Government's Information Privacy Principles. These principles are available at www.infocomm.nt.gov.au/privacy/information-privacy-principles or by contacting the Information Commissioner Northern Territory on 1800 005 610.

By providing information to the Department under the Program, Eligible Organisations agree to the [Privacy statement](#)¹.

11. All works at risk of Eligible Organisation

The Eligible Organisation must make all enquiries it thinks necessary to ensure that any quoting business it engages to carry out a project is suitably qualified and experienced to undertake the works or supply the

¹ <https://business.nt.gov.au/publications/policies/privacy-policy>

goods, and the Department takes no responsibility whatsoever for any works, goods or conduct by the Business which may not meet the Eligible Organisation's expectations, including without limitation works that are of unacceptable standard, quality or workmanship. Further, the Department takes no responsibility for any damage or loss of any kind accruing to the Eligible Organisation in the event that any business fails to complete the project within the terms of the Letter of Offer.

By signing and returning the Letter of Offer, the Eligible Organisation declares and warrants to the Department that it has read, understood and fully accepts these Terms and Conditions and fully releases and indemnifies the Department against any loss or damage it may suffer of any nature whatsoever (including without limitation personal injury or death) whether in relation to the goods and materials supplied and / or conduct of any Contract (or lack thereof).

12. Disputes and Complaints

The Department is not responsible for resolving any disputes between Eligible Organisations and Businesses.

For disputes relating to building and construction works quoted / planned and / or conducted by the Business at the Property, the Business and the Eligible Organisation can go to [Building complaints and disputes](#)² and choose the appropriate page and information links.

For dispute resolution information contact Consumer Affairs on 1800 019 319 or by visiting www.consumeraffairs.nt.gov.au

13. Program changes

The Department reserve the right to:

- vary these Terms and Conditions, the eligibility criteria or any other documented rule or procedure relating to the Program at any time
- accept or reject any application for participation in the Program and / or any application for issue or redemption of a Letter of Offer in its absolute discretion
- remove an organisation from further participation in the Program where the Department has reasonably determined that the Organisation is no longer an Eligible Organisation, is in breach of these terms and conditions or is otherwise not complying with the objective, intent or expectation of the Program, or
- cease the Program at any time should Northern Territory Government policy change, in which case no further Letters of Offer will be issued.

14. Project acquittal

The Department reserves the right to check that the Project has been completed and agreed deliverables supplied to you, the Recipient.

All payments are made in accordance with the payment criteria set out in clause 7.4.

² <https://nt.gov.au/property/building-and-development/make-a-complaint-or-settle-a-dispute/building-complaints-and-disputes/introduction>

To acquit the Project, the Recipient must either complete an acquittal report in the format at Form B attached, or if the Recipient has signed a Grant Agreement, then Form B will not be required, as the Recipient will acquit the funding in accordance with the requirements of the Grant Agreement.

15. Monitoring and evaluation

It is important for the department to evaluate the effectiveness of our business support programs. Recipient will be required to complete a post-project survey form within 6 weeks of receiving the final payment and 12 months following the completion of the Project.