

Northern Territory Horticultural Netting Program - Trial

Terms and Conditions

Current as at 21/04/2022

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1. Introduction

Research shows that netting delivers productivity benefits by protecting crops from extreme weather and pests. It also increases water use efficiency. For example, fruit harvested is more likely to be undamaged and thereby meet the standards demanded by commercial markets if it is grown with the protection of netting. Use of netting also helps ensure continuity of supply and increases the climate resilience of the Northern Territory's horticultural industry.

2. Program objective

The Northern Territory Horticultural Netting Program (**Program**) is a joint initiative supported by the Northern Territory and Australian Governments to support the delivery of funds to primary producers of commercial horticultural crops to purchase and install horticultural netting with the aim of increasing crop productivity.

3. Definitions

Eligible project is described in Section 4.2.

Applicant means an eligible organisation applying for funding under the Program;

Application means an application (or relevant part of an application) made under the Program and includes the application form and any other supporting or additional information in whatever form provided by the applicant to the Department in connection with its application at any stage of the assessment process;

Eligible organisation means an entity that satisfies the following criteria:

- (a) is a legal entity (a natural person or an incorporated entity), with or without a registered business name; and
- (b) holds a valid Australian Business Number and has been operating the business of a primary producer under that number for at least one year; and
- (c) Is registered with the Australian Taxation Office as a primary production business;
- (d) was operating its business of primary producer from a property situated in the Northern Territory prior to 14 December 2021 and have not previously received funding from any entity to complete an eligible project; and
- (d) has the financial capacity and authority to commit co-funding of at least 50% of the total eligible project costs, or can establish that it has secured co-contribution from another funding body for the co-funding; and
- (e) has a history of substantial compliance with all legislative requirements relating to its governance or the carrying on of its business and is fully compliant as at the date of the application; and
- (f) earn more than 50% of its total revenue from the business of primary production carried out on the property (including ancillary processing or production of market ready products derived direct from produce grown on the property);

- (g) either own, lease, licence or otherwise have the lawful right to carry out an eligible project on the property the subject of the application.

Excluded organisations are all entities of any nature whatsoever do not meet the eligibility criteria.

Funding agreement means a contract on the standard mandated terms of the Northern Territory Government's capital grant terms and conditions, a copy of the general terms of which is located on the Website.

Panel means an assessment panel made up of representatives of the Northern Territory Government.

Terms and Conditions refers to this document, as amended from time to time;

The Department means Department of Industry, Tourism and Trade (responsible to administer Program on behalf of the Northern Territory Government).

Website means [NT Horticultural Netting Program | NT.GOV.AU](https://www.nt.gov.au/industry-tourism-trade/nt-horticultural-netting-program)

4. Applicant and Project Eligibility

4.1 Organisation eligibility

Only an eligible organisation may apply. Only one proposed project in respect of one property may be submitted by an applicant.

Eligible organisations must use the grant to purchase and install permanent "throw-over" protective netting and for the construction of associated support structures and for no other purpose, and must otherwise meet all the criteria of an eligible project.

4.2 Eligible Projects

Eligible Projects may only be carried out on a property located in the Northern Territory for which the lawful and established use of the property was primary production as at 14 December 2021.

The following proposed projects **will not** be considered:

- projects that have received Australian Government or Northern Territory Government funding or support for the same activities from other sources;
- projects that seek to replace netting or relevant infrastructure damaged during the bushfires of 2019/2020;
- projects where insurance has been claimed for damaged netting and/or relevant infrastructure (whether or not the claim was approved or not);
- retrospective funding for purchase or installation carried out prior to 14 December 2021;
- feasibility studies, business cases, reports, plans or costs associated with preparing an application;
- operational expenditure, including wages, utilities, self-installation (or supply/installation by an entity related to the applicant), repairs and maintenance.

4.3 Eligible project costs

The applicant is encouraged to demonstrate in its application that local suppliers and contractors will be engaged in accordance with the **Buy Local Plan** of the Northern Territory Government.

Where significant expenditure outside of the Northern Territory is required and unavoidable (e.g. purchase of specialised equipment not available in the Northern Territory), this should be identified and explained in the application. It is mandatory to seek confirmation from Industry Capability Network, Northern Territory (ICN-NT) for interstate or international procurement and the confirmation must be uploaded as part of the application.

4.4 Co-Contribution

The Program will reimburse up to a maximum of 50 per cent of actual expenditure on the eligible project (subject to the terms of the funding agreement).

Applicants must be able to provide the balance of the costs required to complete the project not funded by the Program in its entirety.

The co-contribution may be obtained from internal funds as well as any funding sources that are not from the Australian or Northern Territory Governments where previous funding has been granted for the same or similar purposes as an eligible project. **Applicants should note that obtaining co-contribution by way of loans from the Commonwealth Regional Investment Corporation will be permitted co-contribution.**

5. Application and panel assessment process

The maximum funding amount that will be granted under the Program is \$100,000 (excluding GST).

Applicants are required to provide a project budget identifying all project costs by line item. **All costs of the eligible project must be included (whether they are intended to be paid from the funding or by a co-contributor).** The project budget must include sufficient detail to show:

- each item included as a projected cost under the eligible project; and
- the total costs for the overall project

Applications must be supported by written evidence, such as supplier quotations, (no older than three months) to verify and confirm projected project costs

Applications will be assessed by the Panel. If an application is successful, the applicant will receive a written offer from the Department with a Funding Agreement annexed, which will be required to be fully executed before any funding is advanced. All funding payments will link to completion of milestones set out in the funding agreement.

Applications must be made by completing the online form through the Website.

There is a two-stage assessment process:

Stage 1 Applications undergo an initial due diligence process (determination of eligibility of both organisation and project – Stage 1)

Stage 2 Applications deemed eligible in Stage 1 will be referred to the Panel for assessment on merit. Applicants will be notified if their application will proceed to Stage 2. The decision conveyed to the applicant is binding at every Stage.

All projects must be completed and operational by 30 June 2025.

The Department reserves the right to offer grant funding in a different amount to that requested and upon such terms and conditions of the funding agreement that it determines in its absolute discretion.

6. Funding arrangements for successful projects

No works may be carried out before formal approval is given by the Department and a funding agreement executed by the successful applicant.

Applicants must nominate their required payment milestones and timeline noting the following:

- Project payment milestones and timing will be ultimately determined by the Department under the funding agreement.
- An initial milestone payment may be approved up to a 10 per cent payment of the total approved grant amount and will be made following execution of the funding agreement and upon satisfaction of any preconditions.
- Funding will then be provided in instalments and paid in arrears upon verified, successful and timely completion of agreed project deliverables and evidence of expenditure.

Eligible organisations that are funded will be required to provide progress reports to the Department to demonstrate that the project is being delivered on schedule. A completion report including financial acquittal will be required within 60 days of project completion. Templates for these reports will be contained in the funding agreement.

The Department reserves the right to undertake an audit of the project to monitor progress and / or appoint an independent advisor to undertake an audit of approved projects at any time during the term of the funding agreement.

7. Advice and support

For enquiries about these terms and conditions, please contact the Department of Industry, Tourism and Trade (DITT) by email at plant.industries@nt.gov.au.

The Northern Territory Government is committed to the highest standards of probity in the assessment of applications of grants and the Department will conduct an internal review where concerns are raised. If an applicant is aggrieved once that review has been undertaken it may contact the Ombudsman at <https://www.ombudsman.nt.gov.au/>.

8. Confidentiality

The Department will maintain controls in relation to the management of confidential information provided by applicants and all internal documentation produced in relation to the administration of the Program.

Eligible organisations must keep confidential any dealings with the Department about their application, including any funding offered, but may make disclosures to advisors who are under an obligation of confidentiality or if required by law.

The Northern Territory Government reserves the right to publicly disclose the names of applicants, information about funding granted and details about the anticipated economic outcomes and benefits of projects to the Territory.

The Northern Territory Government shall disclose all information on the project or provided by applicants to the Australian Government. In addition, the Northern Territory Government may also disclose confidential information of, or provided by, applicants:

- if required to be disclosed by law;
- to its advisors, consultants and contractors.
- to any government agency (including any agency of the Australian Government) and to Parliament and any Minister of the Parliament of the Northern Territory.

9. Relationship

The Department's obligations regarding the application process are limited to those expressly stated in these Terms and Conditions.

No contractual or other legal relationship exists between the Department and an applicant in connection with the Program, these Terms and Conditions or the application process.

An applicant must not, in relation to the Department:

- a) hold itself out or engage in any conduct or make any representation which may suggest to any person that the applicant is for any purpose an employee, agent, partner or engaged in a joint venture; or
- b) represent to any person the named entities that are a party to or involved in the proposed project (other than as a potential funder, subject to the application process and confidentiality obligations detailed in these Terms and Conditions).

10. Participation at applicant's cost

Each applicant participates in the Program at their own cost and risk.

To the extent permitted by law, no applicant will have any claim of any kind whatsoever against the Department (whether in contract, tort (including negligence), equity, under statute or otherwise) arising from or in connection with:

- a) any costs, expenses, losses or liabilities suffered or incurred by the applicant in preparing and submitting its application (including any amendments, requests for further information by the Department attendance at meetings or involvement in discussions) or otherwise in connection with the Program;

- b) the Department, at any time exercising or failing to exercise, in its absolute discretion, any rights it has under or in connection with the Program; or
- c) any of the matters or things relevant to its application or the Program in respect of which the applicant must satisfy itself, including under these Terms and Conditions.

Without limiting the foregoing, if the Department cancels or varies the Program at any time or does not select any applicant following its assessment of the applications, or does (or fails to do) any other thing referred to under these terms and conditions, no applicant will have any claim against the Department arising from or in connection with any costs, expenses, losses or liabilities incurred by the applicant in preparing and submitting its application or otherwise in connection with or in relation (whether directly or indirectly) to the Program.

11. Due diligence and privacy

All participants acknowledge that the Department will, in addition to anything specifically referred to in these Terms and Conditions, conduct such due diligence enquiries as it sees fit throughout the participation process and through the term of any agreement, in order to ensure the integrity of the Program and that the allocated funding is to be used strictly for the purpose stated in the application/agreement. Such enquiries may include (but are not necessarily limited to) company, association and business name searches on a Business, title and other searches for the Premises, searches of the courts and/ or the Trustee in Bankruptcy, credit checks, and enquiries of private businesses or institutions as the Department sees fit, together with any enquiries as to matters contained in its application.

All Participants must be solvent at the time of participating in the Program and must have no reason to believe that they may become insolvent during the period of their participation in the Program. If a Participant has an external administrator or liquidator appointed or the Department receives other evidence of insolvency then the Department may (but is not obliged to) terminate participation by the insolvent entity (acting reasonably having regard to the circumstances).

All Participants in the Program acknowledge and accept that the Department will seek from, and share, information with other Northern Territory Government agencies, as well as such external professional advisers as it may need to do in order to assess eligibility, such as conveyancers/ solicitors.

Personal information may be collected as part of the application process and will be used to assess your eligibility for the Program, including conducting due diligence, and if approved, subsequent Program management and administration.

The Department has a legal obligation under the *Information Act 2002 (NT)* not to disclose personal information other than for the primary purpose for which it was collected, unless otherwise agreed to or authorised by law.

The Department will handle your personal information in accordance with its [Privacy Policy](#) which outlines how you can access or seek to correct your personal information, or lodge a complaint about a breach of the Northern Territory's Privacy Principles.

In addition to the Privacy Laws, the Department is subject to, and may do anything in connection with the Program that may be required for compliance with the *Public Interest Disclosure Act 2008 (NT)* or the *Independent Commissioner against Corruption Act 2017 (NT)*.

The Department reserves the right to conduct an audit of a Participant (including inspecting records of expenditure of funding or attending at a Participant's place of business to inspect progress through all stages of the Program) at any time during the period of participation or within 12 months after the conclusion of the Applicant's participation in the Program or the expiry or termination of a funding agreement, at its discretion.

12. Compliance with Laws

By applying to participate and as a continuing obligation throughout any period of participation in the Program, all Participants must comply with all laws relevant to their participation in the Program including, without limitation, the *Independent Commissioner Against Corruption Act 2017*.

Participants warrant to the Department that they have read, understood and fully accept Program terms and conditions and fully release and indemnify the Department against any loss or damage he / she / it / they may suffer of any nature whatsoever (including without limitation personal injury or death) caused or contributed to by their participation in the Program.

13. Mandatory Vaccination Requirements

It is a further condition of Program that the Mandatory Vaccination Requirements (COVID 19) – Version 1 on the [Northern Territory Government website](#) which condition is incorporated by reference with the same force and effect as though fully set out in this document.

It is a prerequisite to the making of an application that the applicant and its personnel who are or will be located within the Northern Territory are fully vaccinated for COVID-19 or hold a medical exemption. It is essential to maintain processes, systems and records (including a register if required) of your personnel's vaccination status and exemptions, and you grant the Department permission to view those processes, systems or records on request.

The funding agreement will contain specific provisions about mandatory vaccination.

14. Program duration and changes

Applications to the Program open on 25 May 2022 and will end when the funding is fully committed.

The Department reserves the right to:

- vary these Program Terms and Conditions, the eligibility requirements or any other documented rule, procedure or information relating to the Program at any time without notice, whether retrospectively or otherwise;
- accept or reject any application for participation in any stage of the Program in its absolute discretion;
- cease the Program at any time without any liability to any participant should Northern Territory Government or Commonwealth Government policy change or the budget allocation for the Program be re-prioritised or reduced.