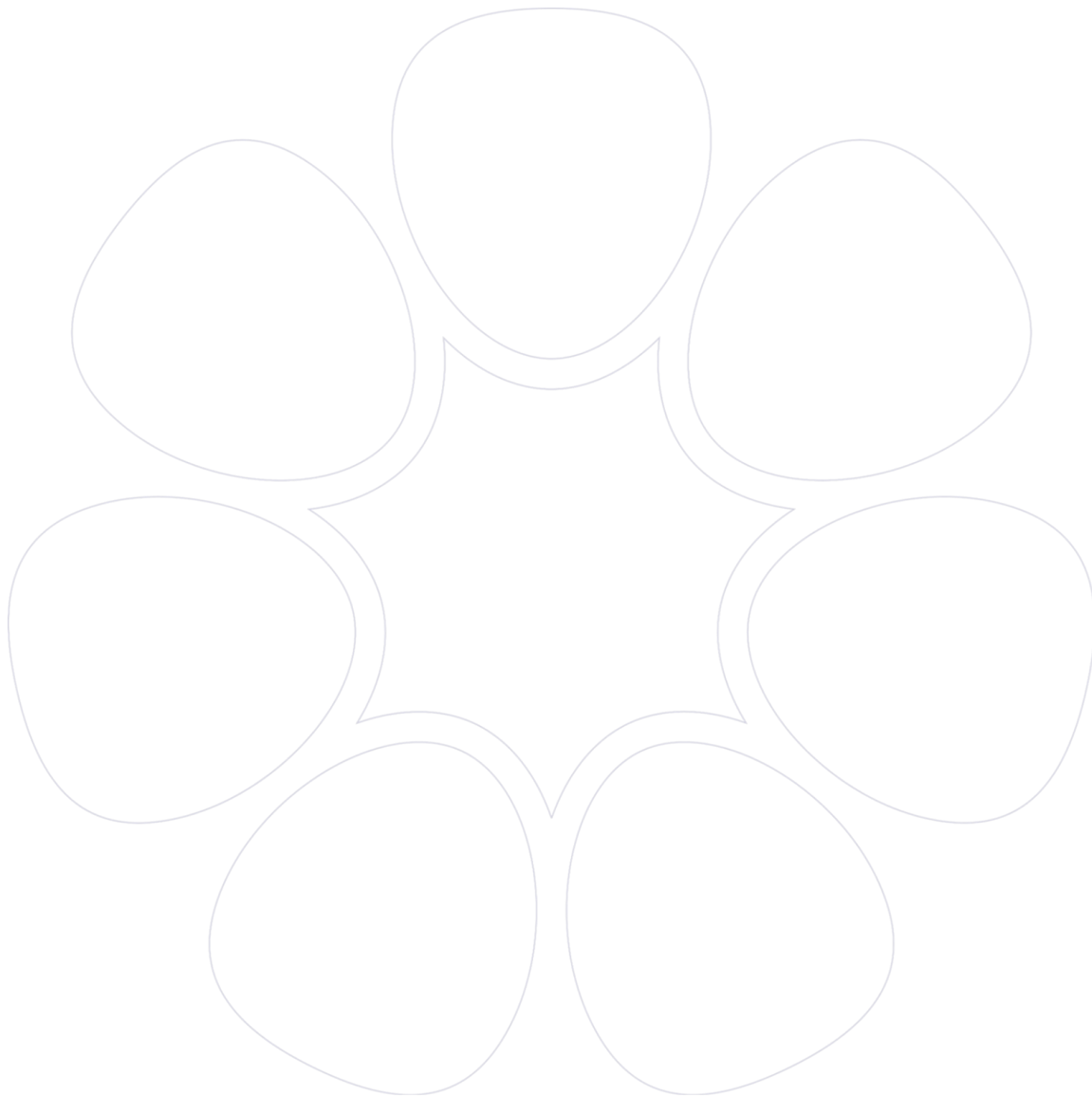


General Terms and Conditions – Grants and Subsidies

Department of Trade, Business and Asian Relations



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1. About these General Terms and Conditions

These General Terms and Conditions – Grants and Subsidies ('General Terms and Conditions') apply to programs administered by the Department of Trade, Business and Asian Relations (the Department), where explicitly stated within the relevant terms and conditions of the program.

These General Terms and Conditions:

- establish the standard requirements, obligations and administrative rules that apply to applicants and recipients participating in grant or subsidy programs delivered by the Department; and
- are intended to provide a consistent framework for the administration of grants or subsidies to support transparency, fairness and effective stewardship of public funding.

The Department may update these General Grant Terms and Conditions from time to time. The version published on the Department's website at the time of application will apply unless stated otherwise.

Please ensure you read these terms and conditions in conjunction with the special meanings of words and concepts set out in Annexure A.

2. Relationship to Program Guidelines

Programs, in the form of a grant or subsidy, are governed by the General terms and Conditions and the Program Guidelines.

Program Guidelines set out the specific rules for the grant or subsidy, including eligibility, funding conditions and assessment requirements. Where a grant is approved, additional obligations may also be set out in the relevant funding documentation (If applicable) between the recipient and the Northern Territory Government.

3. Precedence

Where there is any inconsistency between any of the documents relevant to a grant, the descending order of precedence is as follows:

1. The Contract
2. The Program Guidelines; and
3. These General Terms and Conditions

so that the provision in the higher ranked document will prevail.

4. Department Authority and Discretion

The Department reserves the right to:

- a. vary Program Guidelines, or any other documented rule or procedure relating to the grant or subsidy at any time.
- b. accept or reject any application for participation in a Program in its absolute discretion.
- c. require repayment of a grant or subsidy if the Department's subsequent Audit determines that the recipient was in fact not eligible.

5. Changes to the Program

The Department reserves the right to:

- a. cease a Program at any time should the budget allocated be exhausted or be reprioritised by the Northern Territory or Australian Government (as applicable).
- b. Cease the grant or subsidy at any time should Northern Territory or Australian Government's policy under which the grant or subsidy was established change.

6. Application Process

6.1. Submitting an application

Applications must be made by completing and submitting the program specific online application through the Northern Territory Government's [GrantsNT](#)¹ system. Applications and all required evidence required to be able to assess the application must be submitted by the advertised closure date or Departments written instructions, whichever is applicable. Prior to applying, persons making the submission should pay particular attention and note who is duly authorised to provide the statutory declaration as part of the application process.

6.2. Buy Local Requirement – Capital grants only

Recipients of capital grants must, where procuring goods and services from third parties using funding, buy from a Territory enterprise, unless it can be proven, through a competitive process there are no suitable Territory enterprises able to supply the item or service.

Territory Enterprise means an enterprise operating in the Northern Territory that has an active ABN, is currently operating in the Northern Territory, has a significant permanent presence in the Northern Territory (for example manufacturing or office facilities) and employs Northern Territory residents.

6.3. Additional Information

The Department may request additional information at any stage of the application assessment process, or funded activity delivery. A request will generally be made if information provided by an applicant is reasonably suspected to be inaccurate, incomplete, or misleading. The Department may then ask for clarification or additional information from the applicant to ensure probity of the application process is maintained.

The Department may refuse to accept any additional information from the applicant submitted after the application closing time that would change the nature or substance of the application.

6.4. Conflict of Interest

The applicant must disclose any actual, potential or perceived conflicts of interest that may arise in connection with the Program. This includes, but is not limited to, any financial interests, external funding arrangements, contracts, partnerships, related companies or businesses, or personal relationships (including

¹ <https://grantsnt.nt.gov.au/>

those of board members, employees, volunteers or immediate family) that could influence, or be perceived to influence, the application or the use or delivery of the grant for the activity the subject of the grant..

The Department may take appropriate action to manage any identified conflict of interest, including excluding an application from assessment and/or funding if, in the opinion of the Department the conflict is not able to be adequately managed (acting reasonably).

7. Assessment of Applications

7.1. How an application is assessed

Details on how an application will be assessed are set out in the Program Guidelines, including eligibility requirements, assessment criteria and any program specific considerations.

These General Terms and Conditions outline the standard legal, governance, compliance and risk clauses commonly required by the Department across all Programs. Both documents should be read together to fully understand the requirements of the program before applying and during the funded activity (if no formal Contract is to be entered in to)

7.2. Funding Limitations and Discretion

The Department is not required to fund, continue funding, or make any payment to an entity, regardless of whether the entity meets the requirements of the Guidelines, where the applicant:

- a. is not compliant with applicable governing legislation;
- b. has unresolved or undeclared conflicts of interest;
- c. has been involved in, or is reasonably suspected of involvement in, any fraudulent or criminal activity or is reasonably suspected to be in breach of law;
- d. is assessed by the Department as having a lack of corporate or financial stability, or other risk/s that may reasonably be expected to impact its ability to deliver the activity or result that the grant is made for; or
- e. has outstanding reports or acquittal material related to funding previously provided by any Territory Government Agency (including the Department).

7.3. Value for Money and Capacity considerations

The Department considers a range of factors to ensure the proposed use of funding represents value for expenditure of public monies. Depending on the purpose of the grant, relevant considerations may include the scale, quality and sustainability of the expected outcomes relative to the amount of the grant (including an assessment of whether the public monies to be expended are reasonable and proportionate to the benefits delivered).

Consideration will also be given to the applicant's capacity to successfully deliver the activity or project (where applicable), including taking into account previous experience, capability, corporate and financial stability and capacity, governance arrangements, and ability to manage the activity or project through to completion within any required timeframes.

If the grant is paid based on completion of milestones, payments will only be made once the previous milestone has been completed and the Department has confirmed that the reporting is acceptable

7.4. Outcome and Notification

All applicants will receive notification of the outcome of their application.

Unsuccessful applicants may have the right to provide feedback or attend a debrief about its application from the Department after all applications have been assessed and outcomes advised. Any such right will be stated in the relevant program guidelines.

8. Payment

Payments are made via GrantsNT to the NTG Vendor ID of approved applicants.

As part of the verification process, the Department will compare the NTG Vendor ID of the applicant to the details provided in the GrantsNT profile (refer section: Submitting an application).

Further information on how to obtain an NTG Vendor ID or to update your NTG Vendor ID, can be obtained by contacting the team administering the relevant grant or subsidy which will be in the specific program guidelines.

9. Public accountability

Recipients acknowledge and agree:

- a. Where a Recipient has an ABN details of the Funding may be provided by the Department to the Australian Taxation Office.
- b. The Department may do anything in connection with these terms and conditions required for compliance with its public accountability responsibilities, including its obligations under privacy and freedom of information laws and the *Independent Commissioner Against Corruption Act 2017* (NT) ('ICAC Act').
- c. Funding Recipients are “public bodies” for the purposes of the ICAC Act and are subject to mandatory obligations under that Act to report suspected improper conduct; and
- d. The Department reserves the right to give the Northern Territory Auditor-General, the Information Commissioner, the Ombudsman, and the Independent Commissioner for Corruption (and their respective delegates) access to inspect and copy records and materials associated with the Program or any resulting funding agreement. A Recipient must provide all reasonable assistance requested by the Department or any other officer representing the NT Government in respect of any inquiry into or concerning the Program.

10. Due Diligence, Audit and Compliance with Law

All participants in a Program managed or administered by the Department acknowledge:

- a. that the Department will conduct such due diligence enquiries as it sees fit to verify the amounts given under the Program have been used strictly in accordance with the claim.
- b. that it is a condition of participation in the Program that Applicants/Recipients comply with all relevant laws, including the *Payroll Tax Act 2009* and *Taxation Administration Act 2007* and, without limitation, that the Applicant/Recipient is aware of and complies with their obligations under the ICAC Act and that none of their officers, employees, and/or members engage in improper conduct as that term is defined in the ICAC Act.

- c. All participants in the Program acknowledge and expressly agree to the Department seeking from and sharing information with other Government agencies (including the Australian Government State and Territory Governments), as well as such external professional advisers as it may need to do in order to assess eligibility, such as conveyancers / solicitors.
- d. The Department reserves the right to conduct an Audit at any time before or after the completion of the funded activity, or within 12 months after the Program's End Date.

Before applying for financial assistance under this program, participation should seek advice from their legal, business or financial advisers about the tax implications of this financial assistance.

11. Misleading or False Information

Participants must exercise utmost integrity and honesty in all their dealings with the Department. Misleading and/or deceptive conduct in relation to any aspect of a participant's activity under the Program may result in cancellation of the right to participate (including an obligation to repay any monies not already committed).

12. Unspent, unacquitted or misused funds

Any awarded funds that are not used by the end of the approved period, or when the Contract ends, must be returned to the Department unless the Department has approved in writing an extension or variation.

If funds are not used as agreed, or the recipient does not provide sufficient evidence of how the funds were spent, the Department may require the recipient to repay some or all of the funding.

13. Privacy

In this section, a reference to "you" is a reference to a participant of this grant or subsidy.

The Department is bound by the *Information Act 2002* (NT) and will only ever use information in accordance with the Northern Territory Government's [Information Privacy Principles](#).² Further information can be found by contacting the Information Commissioner Northern Territory on 1800 005 610.

You should read the Department's Privacy Policy ([DTBAR privacy policy | Department of Trade, Business and Asian Relations](#)).³

By providing information to the Department under the Program, you agree to the following Privacy Statement:

Information collected as part of the Program application process is collected in accordance with the Program's terms and conditions and for the purpose of assessing eligibility, audit, monitoring, evaluation, and reporting.

By applying to participate in the Program, you consent to the Northern Territory Government:

- a) Storing information, including personal information (such as names and personal contact details);

² <https://infocomm.nt.gov.au/privacy/information-privacy-principles>

³ <https://dtbar.nt.gov.au/publications/corporate/privacy-policy>

- b) Using the information, including personal information for the purposes mentioned under the paragraph above;
- c) transferring some of this information, including personal information, outside of the Northern Territory (but not outside Australia) for the purpose storing it; and
- d) Releasing non-sensitive information, de-identified data in accordance with the Northern Territory Government's open data policy.

If you have provided personal information of another individual to the Northern Territory Government, you warrant that you have informed the person to whom the personal information relates that the personal information will be provided to the Northern Territory Government, and of the Northern Territory Government's intended use of this personal information, and that you have obtained consent from all such persons to allow the Northern Territory Government to use and disclose their personal information in this manner.

14. Indemnity and Release

By applying to participate and as a continuing obligation throughout any period of participation in the Program, the applicant declares and warrants to the Department that they have read, understood and fully accept these Terms and Conditions and fully release and indemnify the Department against any loss or damage the participant may suffer of any nature whatsoever (including without limitation personal injury or death) caused or contributed to by their participation in the Program, the conduct of any works or otherwise.

15. Retention of Records

Recipients must retain all tax invoices, receipts, bank statements, quotations or other relevant documentation, provided as part their application for assistance under this Program, for one year after the closing date.

16. Participation in Evaluation

Participants may be required to provide information for program evaluation purposes.

Appendix A - Definitions

Acquittal

Acquitting a grant involves the recipient providing information that accurately and fully details the outcomes of the funded activity once the activity is complete. This may include financial and/or performance reporting as well as other documentary evidence to demonstrate how the funds were spent and that they were used in accordance with the agreement.

Acquittal is a formal condition of NT Government funding and ensures that the obligations on the recipient to use the grant monies properly and for the purpose they were granted have been met and that probity and transparency in the use of public monies are able to withstand public scrutiny.

Applicant

An applicant is an individual or organisation that has submitted an application for funding and is therefore participating in the program but hasn't necessarily been approved to receive a grant.

Conflict of Interest

A Conflict of Interest arises where a person's or entity's personal, professional, financial, or other interests—whether direct or indirect—conflict, could conflict, or could reasonably be perceived to conflict with their ability to act independently, impartially, transparently and with a high level of probity in the use of public monies.

A conflict of interest may be actual, potential, or perceived, and may arise where:

- a person's personal or other commercial interests, relationships, or circumstances (including those of a related entity) influence, or appear to influence, their application, conduct under the Contract or use of grant monies generally; or
- a person or entity has competing duties, loyalties, or commercial interests that interfere, or may interfere, with the proper discharge of their obligations to the Department in relation to a grant or subsidy.

A Conflict of Interest may exist whether or not an improper outcome occurs, and regardless of whether the person believes they can act objectively.

Contract

Means the documentation forming the legal relationship between NTG (through the Department) and a recipient, including Funding Agreement, Voucher, or Guidelines

Department

The Northern Territory Agency having responsibility for the delivery of the program (currently titled the Department of Trade, Business and Asian Relations).

Eligible recipient (also referred to as recipient)

An eligible recipient is the legal entity that meets the eligibility criteria as listed in the grant or subsidy's Guidelines and has been, or will be, granted funding.

GrantsNT

The online Northern Territory Government grants management system mandated for the administration and management of Northern Territory Government grants.

NT

Northern Territory.

NTG

Northern Territory Government.

Program Guidelines

The specific rules applicable to a grant or subsidy program, including the strategic intent of the grant or subsidy, eligibility, funding conditions, assessment requirements and application process specified for a particular program and published on the program's webpage or within GrantsNT.

Related Party/Entity

- In the case of a company, a related entity within the meaning of section 50AAA of the *Corporations Act 2001* (Cth), and directors, officers and shareholders of the company and/or a Related Entity;
- In the case of other incorporated bodies, a member of the board of management of that body or other person that is in a position of influence in respect of decision making of that body; and
- In the case of unincorporated bodies, includes sole traders, members of a partnership, joint venturers, and members of the management committee.

More broadly, "related" is a person, associated or connected (actual, potential or perceived) because of any of the following:

- they are a related entity;
- of a family relationship (which includes, without limitation, parents, spouses and their family members, siblings, aunts, uncles, cousins).
- of a business partnership;
- one is a company and the other is a director or manager of the company;
- one is a private company and the other is a shareholder in the company; or
- a chain of relationships can be traced between them or their family members under one or more of the above sub-paragraphs.

Territory Enterprise

Territory Enterprises are legal entities that:

- a. Operating in the NT – the enterprise is currently engaged in productive activities (for example, production of goods or delivery of services) within the NT AND
- b. Significant permanent presence – the enterprise maintains an office, manufacturing facilities or other permanent base within the NT AND
- c. Employing NT residents – the enterprise employs Territorians. An enterprise which relies exclusively on transient, interstate/international labour or a fly-in fly-out workforce will not satisfy this element. (For the purposes of this program, employ includes subcontracting to NT residents).