

# Business Innovation Program

## Terms and Conditions

<b>Document title</b>	Business Innovation Program
<b>Contact details</b>	Department of Industry, Tourism and Trade
<b>Approved by</b>	Deputy Chief Executive Officer Business and Workforce
<b>Date approved</b>	11 July 2024
<b>Document review</b>	Annually
<b>TRM number</b>	N/A

Version	Date	Author	Changes made
1	April 2022	Project Officer Business Innovation	Initial version
2	April 2024	Project Officer Business Innovation	Revised version
3	July 2024	Project Officer Business Innovation	Approved by legal

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# 1 Program Objective

The Business Innovation Program (“Program”) is a Northern Territory Government initiative to support businesses to develop and commercialise innovation and increase investment in Northern Territory start-ups.

The Program provides advisory, funding and investment opportunities to businesses who are willing and able to develop and scale their innovation.

## 2 Program Participation

Participation in the Program is governed, in order of priority, by the following documents:

1. these terms and conditions;
2. any other guidelines or instructions for the Program provided or published by the Department of Industry, Tourism and Trade (the Department) for the Program.

## 3 Registration and Eligibility

### 3.1 Eligibility Criteria

To be eligible for enrolment into the Program, an applicant must be a Territory Enterprise with an innovative idea that is ready to develop and commercialise.

Excluded Recipients will not be admitted to the Program.

### 3.2 Enrolment Process

To participate in the Program applicants must submit a completed program enrolment form via the online application portal at [www.nt.gov.au/BIP](http://www.nt.gov.au/BIP) or via GrantsNT.

Once submitted, the Department will conduct due diligence checks on all registrations received. The Department will in its absolute discretion, with reference to these terms and conditions and the Programs intent, determine:

- whether an Applicant is eligible for services under this Program, and
- the order of priority when assessing registration applications.

The Department may contact the applicant by email if further information is required. Failure to provide the requested information will result in Department not proceeding with its assessment of the Recipients application and project.

Enrolling for the Program does not automatically entitle a Recipient to any grant funding. Successful enrolment under the program is subject to satisfactory due diligence checks and is otherwise in the complete discretion of the Department.

## 4 Conduct of Services by Advisor

### Program process

#### 4.1 Stage 1

The purpose of Stage 1 is for Eligible Recipients to develop an Innovation Project Plan (IPP) with assistance from an Advisor to submit to the Department for grant funding.

##### 4.1.1 Enrolment

Applicants must submit a completed Program enrolment form via the online application portal, which consists of:

- A declaration upon completion of required Program pre-requisites (if any are set by the Department) undertaken as specified on the Program Website.
- A declaration of eligibility as a Territory Enterprise and nomination of a natural person to represent the enterprise in the Program who must be a principal of the business.
- A description of the Applicant's proposed business innovation concept and industry challenge it seeks to solve.
- An outline of benefits to the Territory, with a focus on jobs and investment growth in the Territory as a result of the commercialisation of the business innovation concept
- A description of previous experience in commercialising an innovation.
- Nomination of a preferred Advisor from the pre-approved Advisor list to assist through Stage 1 (if successful in enrolling into the Program).

##### 4.1.2 Development of Innovation Project Plan (IPP)

Upon successful enrolment into the program, Eligible Recipients will receive a voucher towards costs to engage with their nominated Advisor and invited to apply for Stage 2 of the program which involve the development of their Innovation Project Plan (IPP).

The Advisor voucher is for a maximum value of **\$2000 (excluding GST)** to deliver professional services to assist the Eligible Recipient with the development of their IPP. Any difference between the actual fees billed by the Advisor and the value of the voucher will be the sole responsibility of the Eligible Recipient to pay.

Eligible Recipients will develop an IPP which demonstrates:

- A non-confidential summary and elevator pitch for which permission is granted to the Department to use;
- Clear framing of the problem they are attempting to solve;
- Clear customer research and validation;
- A clear value proposition as to why investment in this solution is justified;
- A clear project plan for developing their Minimum Viable Product (MVP),  
→ including milestones for expenditure of Grant Funding (if successful), and

→ all additional works required to have a fully developed MVP to take to market (including how funding will be raised once any grant funding has been expended);

- A sound plan for commercialising their innovation; and
- Value for Territory, both short term (during development of MVP) and long term (if able to secure additional investment once they have completed the Business Innovation Program).

Completed Innovation Project Plans will be competitively assessed by the Department for progression into Stage 2 of the Program.

Upon submission of the Innovation Project Plan, the Eligible Recipient will submit the voucher for payment through the GrantsNT system. Any difference between the cost of the advisor and the value of the voucher will be the responsibility of the Eligible Recipient to pay.

## 4.2 Stage 2

The purpose of Stage 2 is to support Recipients in the development of an MVP.

Entry to Stage 2 is contingent upon:

- (a) The Recipient's IPP meeting the essential selection criteria of:
  - Desirable: The project clearly identifies (including a process for validation if not already done) demand (customers and market) for the project outcomes.
  - Feasible: The project can be completed, with all necessary/required inputs and resources identified, including how these will be acquired if not already.
  - Viable: The project makes good business sense (e.g. from an income and costs) perspective and is scalable.
  - Investable: The project has appeal and opportunities for others to invest financially, as collaborators, or as customers in commercialising the project outcomes.
  - Sustainable: The project can be sustained beyond the life of the grant funding and is also socially and ecologically sustainable and beneficial to the broader community.
- (b) The Recipient's IPP providing the greatest Value for Territory in the Round under consideration at the time.
- (c) Approval of the Department of the Recipient's IPP if recommended by the assessment panel.

Recipients should note that all IPPs are assessed competitively, and monetary funding and/or in-kind support is subject to the discretion of the Department.

### 4.2.1 Grant Funding

Eligible Recipients will receive funding to a maximum value of \$30,000 (excluding GST) toward carrying out the works specified in their IPP on the terms of a funding agreement, the terms of which will be specified by the Department.

Works must not commence prior to the execution of the Funding Agreement between the Recipient and the Northern Territory Government.

The terms and conditions of a funding agreement will prevail over the IPP to the extent of any inconsistency.

Stage 2 funding is subject to the following conditions (in addition to the conditions of any funding agreement offered to a Recipient):

- (a) All Works carried out must be strictly in accordance with the milestones set out in the IPP; and
- (b) An Eligible Recipient must not make any further application in relation to an IPP. Any application for variation of a funding agreement must be made to the Department in writing to via email to [innovation@nt.gov.au](mailto:innovation@nt.gov.au). and will be considered in the absolute discretion of the Department; and
- (c) When all milestones have been reached, the Eligible Recipient must acquit the funding in accordance with the requirements under the funding agreement.

## 4.3 Stage 3

A recipient is eligible to enter Stage 3 of the program if the Department assesses satisfactory completion of Stage 2.

Stage 3 involves the Eligible Recipient developing and commercialising their MVP. Once accepted into Stage 3, Recipients have 24 months from the Stage 2 agreement execution date to achieve a benchmark of \$50,000 in product sales and/or third-party investment. Government funding is not classed as investment, and third party-investment must be through standard commercial terms.

If the benchmark is reached within the timeframe, the Recipient is eligible to request reimbursement of up to \$10,000 for advisory costs. A claim for reimbursement must be lodged within 25 months from the Stage 2 agreement execution date. Cost must be related to obtaining sales and/or investment to reach the benchmark, Business as Usual (BAU) and costs or expenses delivered by related entities are not eligible for reimbursement.

The Eligible Recipient must upload/submit copies of valid tax invoices and/or contracts in order to claim reimbursement. The Department reserves the right to further information and to carry out due diligence on any business providing services to the Recipient that is subsequently lodged for reimbursement under this Clause 4.3.

# 5 General Terms and Conditions

## 5.1 Program Definitions

An **Advisor** is a suitably qualified and experienced entity (who may be an individual sole trader or incorporated body) which:

- a) Is not Related to the Eligible Recipient
- b) Has capacity to deliver professional advisory services to an Eligible Recipient;
- c) Demonstrates appropriate qualifications and previous experience in:
  - i. advising early-stage innovators;
  - ii. developing innovation; and
  - iii. commercialising innovation.
- d) Demonstrates a clear methodology to assist clients through problem framing, validation and pitching their innovation, and

- e) Has successfully registered with the Department to be part of the Program; successful registration is dependent upon satisfactory results of due diligence the Department may conduct in its absolute discretion.

**Department** means the Northern Territory Government's Department of Industry, Tourism and Trade.

**An Eligible Recipient:**

- a) Is a legal entity that holds a valid Australian Business Number (ABN) and;
- b) Is a Territory Enterprise and;
- c) Is not an Excluded Recipient.

**An Excluded Recipient** means government agencies, government owned or controlled bodies, statutory corporations (whether Commonwealth, State or Territory), schools, universities, and any other educational facility (whether government or private).

**Information** includes documents, software, Information, and data stored, provided, or disclosed by any means, whether electronic, written or otherwise, and where relevant, includes information provided verbally or visually by any applicant during their application submission.

**Innovation Ecosystem** means a network of members that exchange value and information to assist each other to develop and commercialise innovation.

**Innovation Project Plan (IPP)** means a plan developed by an Eligible Recipient in Stage 1.

**MVP** means **Minimum Viable Product**, which is a product that has enough basic features to attract customers and offers the market something new and unique or offers an established product to the market in a new or unique way.

A reference to **Participant/s** includes Advisors and Applicants (or Eligible Recipients as the case may be).

**Program** means the Business Innovation Program (BIP).

**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, 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.
- c) in relation to a person, means a Relative of that person.

**Relative** means, in relation to a natural person, the person's spouse, parents, children, brothers, sisters, brothers-in-law and sisters-in-law.



**Round** means a single grant cycle with a set open and close date, and a set amount of funding allocated. Each round commences with the acceptance of new applications for funding and ends with the disbursement of Funding available for that round.

A **Stage** is a Stage of the Program.

A **Territory Enterprise** is a business that satisfies all of the following:

- a) Operating in the Northern Territory - the enterprise is currently engaged in productive activities (i.e. 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) Holds a valid Australian Business Number.

**Voucher** means a voucher for the sum of \$2000.00 for the purpose of Stage 1 of the program. The terms and conditions in relation to voucher issue and redemption are set out in the terms and conditions for Advisors to the program.

**Website** means [NT.GOV.AU/BIP](https://nt.gov.au/bip)

**Works** means all works that need to be carried out (whether in the form of supply of goods or services or both) to release the MVP to market, as more particularly specified in a funding agreement.

## 6 No Incentives to be Offered or Accepted

An Eligible Recipient (or anyone acting on behalf of the Recipient), must not offer or accept any benefit (whether the benefit is monetary or otherwise) to the Recipient or any third party, as inducement to the Recipient to accept a quote from an Advisor or any other service provider. Goods and Services Tax (GST)

All payments specified in these Terms and Conditions are exclusive of GST unless stated otherwise.

## 7 All Services provided to Eligible Recipient are at risk of Eligible Recipient

The Department makes no representation and gives no warranties, express or implied, as to the suitability or calibre of any registered Advisor.

The Department will not carry out any specific enquiries in relation to a business other than those it deems necessary (in its absolute discretion) to ensure, as far as reasonably practicable, that a business is eligible to be registered as an Advisor to the Program.

The Eligible Recipient must make all necessary enquiries to ensure that the Advisor is suitably qualified and experienced to provide the services. The Department takes no responsibility whatsoever for any services provided by the Advisor which may not meet the Recipient's expectations, including without limitation services that are of unacceptable standard or quality.

## 8 Intellectual Property and Public Disclosure

Subject to any agreement between a Participant and the Department in writing to the contrary, Intellectual Property in all Information contained in an Innovation Project Plan (as developed from time to time throughout the course of participation in the Program) is owned by the Eligible Recipient.

Eligible Recipients agree to the Department referring to any financial support granted for the purposes of the Program in media releases, speeches, and annual reports at any time.

Eligible Recipients warrant to the Department that they are or will be entitled throughout their participation in the Program to deal with Information contained in their application (as developed during participation in the Program) and any disclosure or dealings will not infringe the intellectual property rights (including any Moral Rights within the meaning of the *Copyright Act (Cth) 1968*) of any third party.

## 9 Insurance and Risk

All Participants must ensure that they put in place and maintain for the entire period they are participating in the Program, policies of insurance adequate to cover all the Participant's risks relating to their participation in the Program. In addition, the Department may specify that certain policies of insurance be held by a Participant in such amounts as the Department may specify as a condition of entry to the Program by a Participant and that provision of certificates of currency of such insurance be provided to the Department as a condition of entry to and ongoing participation in the Program.

Participation in the Program is entirely at the participant's risk in all things. As a condition of entry to the Program, participants fully release, discharge and indemnify the Northern Territory Government, the Department (including its professional advisors, employees, contractors and agents) and any other person, organisation or government/semi government body that assists a Participant at any Stage in the Program (**Those Indemnified**), against any and all damage or loss of any kind and any costs in relation thereto, accruing to a Participant or to a third party to whom the Participant may be liable, in the course of, or as a result of, participation in the Program, regardless of whether such loss or damage arises from an act or omission of a Participant, the Department or any third party, and whether that act or omission is wrongful, negligent or in breach of legislation, or not.

The release and indemnity contained in this section survives the Participant's period of participation in the Program and continues for the benefit of Those Indemnified.

## 10 Due Diligence, Use of Information and Audit

### 10.1 Due Diligence

Participants acknowledge that the Department will conduct such due diligence enquiries on Participants as the Department sees fit at any time during participation to ensure the integrity of the Program and that any allocated funding is used strictly in accordance with the intent of relevant government policy. Such enquiries may include (but are not necessarily limited to) company, business name and general regulatory compliance searches on Participants and on-site visits to the place of business of Participants.

Participants 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, sensitive and commercial in confidence 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.

### 10.2 Use of Information

Information collected as part of the Program is held by the Department on behalf of the Northern Territory Government. It is subject to the Northern Territory Government privacy statement available at [nt.gov.au/copyright-disclaimer-and-privacy](https://nt.gov.au/copyright-disclaimer-and-privacy). (**Privacy Laws**)

Participants have the right to access and correct Information held about them. For further Information on how to access Information provided to the Department as a condition of participating in the Program, participants should contact the Department.

Information collected as part of the Program's application process and throughout participation, is collected in accordance with these terms and conditions and for the purposes of assessing participant ongoing eligibility, as well as for audit; monitoring; evaluation; and reporting.

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

- a. using non-confidential Information supplied by the participant for promoting the Program, case studies showcasing Territory innovation and seeking investment;
- b. storing Information, including personal Information (such as names and personal contact details);
- c. using the Information, including personal Information for the purposes mentioned under the paragraph above;
- d. sharing some of this Information, including personal Information, within the Northern Territory Government, and with relevant external third parties, including Program management software providers, and
- e. transferring some of this Information, including personal Information, outside of the Northern Territory, for the purpose of sharing and / or storing it with these relevant external third parties.

If an individual provides personal Information of another individual to the Northern Territory Government, they warrant that they 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 they have obtained consent from all such persons to allow the Northern Territory Government to use and disclose their personal Information in this manner.

## 10.3 Audit

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 Participant has graduated from the Program.

## 11 Public Accountability

Recipients acknowledge and agree:

- 11.1.1 Where a recipient has an Australian Business Number (ABN) details of the Funding may be provided by the Department to the Australian Taxation Office.
- 11.1.2 The Department may do anything in connection with these terms and conditions that may be 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").
- 11.1.3 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

11.1.4 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 funding 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.

## 12. Compliance with Laws and Indemnity

### Compliance with Laws and Indemnity

By applying to participate and as a continuing obligation throughout any period of participation in the Program, all participating businesses must comply with all laws relevant to their participation in the Program.

Participants warrant to the Department that they have read, understood, and fully accept the Program terms and conditions and fully release and indemnify the Department against any loss or damage that a person may suffer (including without limitation personal injury or death), caused or to the extent contributed to by participation in the Program.

Participants must provide a statutory declaration in the form and as to the matters as required by the Department from time to time and published on the Website. An applicant that cannot make the declaration will not be admitted to participate in the Program.

## 13 Program changes and End

### 13.1 Round Dates

Round dates for the Program will be published on the website.

If an applicant is unsuccessful in securing Grant Funding, they may apply again in subsequent Rounds.

The Department reserves the right to:

- vary these terms and conditions, the eligibility requirements or any other documented rule, procedure or Information relating to the Program at any time without notice
- 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 policy change or the budget allocation for the Program be re-prioritised.

### 13.2 Program Changes

The Department reserves 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 in its absolute discretion;

- cease the Program at any time should Northern Territory Government policy change, in which case no further funding will be provided (but will not affect funding already committed under an agreement).