

Business Innovation Program (BIP)

Terms and Conditions

Document title	Business Innovation Program (BIP)
Contact details	Department of Trade, Business and Innovation
Approved by	Tracy Clark, Executive Director, Strategy & Partnerships, Business & Workforce
Date approved	10 October 2019
Document review	Annually
TRM number	N/A

Version	Date	Author	Changes made
1.0	24 September 2019	Karen Christopher	Initial Version
1.1	30 September 2019	Karen Christopher	Second draft incorporating changes
2.0	4 October 2019	Jake Burgess	Updated styling and changes incorporated
2.1	9 October 2019	Jake Burgess	Further changes implemented
3.0	10 October 2019	Jake Burgess	Final Version

Contents

1	Program Overview	4
2	Program objectives	4
3	The Program	4
3.1	Definitions.....	4
3.2	Entry into the Program.....	5
3.3	Grant of Funding.....	7
3.4	Commencement and carrying out of funded works.....	7
3.5	Provision and payment of Funding.....	7
	Payment Terms.....	7
	Variation of ICP	8
3.6	Rules in relation to Suppliers.....	8
3.7	Ongoing participation discretionary	8
4	Intellectual Property and Public Disclosure	9
4.1	Management of Intellectual Property	9
4.2	Intellectual Property	9
4.3	Protection of Intellectual Property in Information	9
5	Insurance and Risk	9
6	Due Diligence, Audit and Privacy	10
6.1	Due Diligence	10
6.2	Use of Information	10
6.3	Audit.....	11
6.4	Compliance with Laws.....	11
7	Program changes and End	11

1 Program Overview

The Northern Territory Business Innovation Strategy is managed by the Department of Trade, Business and Innovation on behalf of the Northern Territory Government.

The goal of the strategy is to ignite, inspire and intensify a sustainable innovation ecosystem across the Territory, expanding and diversifying our economic growth through more successful start-ups, commercialisation of new products, services and processes, and accelerated growth of high potential businesses, driving opportunities to grow private investment and create jobs.

The Business Innovation Program provides integrated coaching, funding, and ecosystem opportunities in a wraparound service to support businesses to develop and implement a business innovation commercialisation plan.

2 Program objectives

The Program aims to increase the competitiveness and productivity of Territory enterprises and support private sector jobs and investment growth through business innovation in the Territory.

3 The Program

3.1 Definitions

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

Funding means funding provided to the participant by the Department at commencement or during the course of Stage 2 under the Program.

ICP means the Innovation Commercialisation Plan submitted by an applicant and developed through the process of participation in the Program.

An **IiR (Innovator in Residence)** is a natural person who is an appointed agent of the Department who has expertise in the development and commercialisation of innovative Products and who has entered into appropriate confidentiality arrangements with the Department to protect the commercial in confidence information of participants.

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

Independent means that the supplier is not a Related Entity of the participant.

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 in the contents of an applicant's ICP.

Panel means a panel of assessors consisting of two IIR's, (one of whom will have development expertise, and one of whom will have commercialisation expertise), and a representative of the Commonwealth Government Department of Industry, Innovation and Science.

Product includes tangible and intangible products, services or systems the subject of an ICP.

Program means the Business Innovation Program (BIP).

Related Entity means:

1. in the case of a company, a related entity within the meaning of section 50 of the *Corporations Act (Commonwealth) 2001*, and directors and shareholders of the company and/or a Related Entity, and
2. in the case of other incorporated bodies a member of the board of management or other person that is in a position of influence in respect of decision making of the Tenderer, and
3. in relation to natural persons, a member of the Immediate Family of the person.

A **Stage** is a stage of the Program as described in section 3.2.

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

- 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.
- Significant permanent presence - the enterprise maintains an office, manufacturing facilities or other permanent base within the NT.
- Has a registered ABN.

Website means NT.GOV.AU/BIP

3.2 Entry into the Program

In addition to offering non-monetary guidance and assistance at Stage 1, the Program aims to contribute to a participant's costs associated with the development of its ICP at Stage 2.

Funding is not available for the purposes of paying wages/salaries or fees to employees or owners of the business, or for general operational costs of the business. That is, funding is available to pay for goods and/or services that are provided to the participant by Independent suppliers in the course of the development of the ICP.

The 3 Stages of the Program are as follows:

1. Planning
2. Development and
3. Commercialisation.

Territory Enterprises are eligible, at the discretion of the Department, to enter the Program at Stage 1.

Stage 1:

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

- 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;
- b. description of the business's proposed business innovation concept and industry challenge it seeks to solve;
- c. 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;
- d. description of previous experience in commercialising an innovation.

If an applicant is accepted into the Program its representative must meet with an [IIR¹](#) prior to progressing any further in the program.

The purpose of Stage 1 is to assist a participant to develop its ICP. Details of the types of assistance available to participants at Stage 1 is available on the Website. On completion of Stage 1, an ICP must be recommended by the planning IIR to be assessed by the Panel for suitability to proceed to Stage 2.

If the IIR does not recommend the ICP to the Panel, the Department exercises its discretion under section 3.7, or the Panel determines the ICP unsuitable for Stage 2 then the participant will be advised by the Department in writing that the ICP has not been accepted for Stage 2 and will be offered a debrief.

Stage one does not involve any monetary support.

Stage 2

Entry to Stage 2 will be granted to participants who have successfully completed the requirements of Stage 1, and whose ICP has been recommended by the IIR and supported by the Panel for acceptance to Stage 2, at the discretion of the Department.

The purpose of Stage 2 is for the participant to develop a viable prototype of the Product, through financial assistance from the Department and mentoring support from the development IIR as described at Section 3.5. Details of the types of assistance available to participants and the milestones to be reached by the end of Stage 2 are available on the Website. Details of Funding arrangements are also at Section 3.5.

Prior to assessment for suitability for Stage 3, a participant may be required to present a **non-confidential** presentation of its progress through the Program to date, and Stage 2 development experience, to members of the Business Innovation Network Northern Territory (BINNT) at an event organised by the Department.

Stage 3

Entry to Stage 3 will be granted to participants who have successfully completed the requirements of Stage 2, and whose developed ICP has been recommended by the development IIR and supported by the Panel for acceptance to Stage 3, at the discretion of the Department.

The Panel will only recommend an ICP for Stage 3 if it considers that the ICP has good prospects for successful commercialisation of the Product in the market it is designed to service.

The purpose of Stage 3 is for the participant to determine the present value of its Product through application within the participant's existing business, through market research, or both, with the assistance of the Department, resulting in the successful commercialisation of the participant's Product. Details of the types of assistance available to participants and the outcomes to be reached by the end of Stage 3 are available on the Website.

Prior to the completion of Stage 3, a participant may be required to present a **non-confidential** presentation of its Stage 3 commercialisation and its overall experiences in the Program, to members of the BINNT at an event, organised by the Department.

Stage 3 does not involve any monetary support from the Department.

¹ <https://business.nt.gov.au/IIR>

3.3 Grant of Funding

Funding that becomes available or is offered to participants under the Program will generally be granted upon the terms of period Funding agreements for a maximum of 1 year, setting out milestones and performance indicators that must be reached during the term of the Funding Agreement. Funding Agreements will be offered on terms and conditions determined by the Department. If a Funding Agreement is entered into, the terms of that agreement will prevail over these terms and conditions to the extent of any inconsistency.

Participants must engage with the Department and relevant liR's as and when required throughout the period of their participation in the Program.

3.4 Commencement and carrying out of funded works

Works (or any part thereof) to be conducted using Funding must not commence before a Funding Agreement has been executed by both parties.

All works must be carried out in compliance with:

- Any directions of the Department in relation to the works (or a stage thereof); and
- Any milestones required by the Department to be reached; and
- Any reporting requirements of the Department specified; and
- the provisions of any Funding Agreement between the parties (if applicable);

before the Department will pay a supplier's invoice.

Any variations to the works to be undertaken by a participant must be submitted to the development liR by way of updates to the ICP, which will be considered by the Panel and referred to the Department for approval (which may be given or not given in its discretion). If the variation is approved, the participant will be notified in writing.

3.5 Provision and payment of Funding

Funding will be available to participants during **Stage 2**, subject to the following restrictions:

- a. works must have been approved in accordance with section 3.4;
- b. Department will match the participant's contribution to the development of the ICP 50:50, up to a maximum amount of **\$30,000.00** (exclusive of GST) (**Maximum Approved Funding**);
- c. A participant must not make any further application in relation to an ICP, except where that application relates to the variation or extension of a Funding agreement.

Payment Terms

The Department will require evidence of the minimum 50% co-contribution paid to the relevant supplier of any goods or services provided (including GST), before the Department will make payment of a supplier's invoice. Once such evidence is provided to the Department, a supplier may submit its valid tax invoice through the online portal and the Department's contribution will be payable direct to the supplier within 20 Calendar Days of the date of receipt of such tax invoice.

No monies will be paid direct to a participant.

Variation of ICP

Approval of variations and/or further Funding after the initial grant is entirely at the discretion of the Department. No application for further Funding will be considered unless all reporting requirements made in respect of a previous grant of Funding have been complied with by the participant. If the Department approves a variation or extension to Funding, then a participant may be granted further funding up to a maximum of 4 times. That is, the participant may be funded to a maximum of **\$120,000.00** over a maximum period of 4 years.

3.6 Rules in relation to Suppliers

Suppliers must be Territory Enterprise/s. If a participant can not engage a Territory Enterprise it must provide details to the Department of the supplier/s sought to be engaged with reasoning as to why a Territory Enterprise is not able to conduct the relevant work. Approval of the use of a supplier that is not a Territory Enterprise is at the discretion of the Department. If approval is given it will be notified to the participant in writing.

Suppliers must be registered with the Department prior to making an offer of goods or services to a participant. The registration process for suppliers is outlined on the Website.

By providing a quotation to a participant, a supplier agrees to have its details recorded with the Department.

Participation of a supplier in the Program may be revoked by the Department by notice in writing to the supplier and if revoked then the supplier will be de-registered and no longer eligible to participate in the program. Ongoing eligibility to participate is at the discretion of the Department in all things (acting reasonably), but participation will not be revoked unless the Department:

- a. has received information from a participant or other relevant person that tends to indicate that the supplier has acted, or is likely to act, in a manner that is or may reasonably be, unconscionable, unlawful, or otherwise unbefitting of a supplier's participation in a government funded program, and
- b. has made all reasonable prudent enquiries required in the circumstances to verify that the information is prima facie justified, and
- c. put written details of its concerns to the supplier and given it a reasonable opportunity to answer the allegations (but noting that under no circumstances is the Department required to provide any details which may tend to identify a complainant).

All suppliers participating in the program declare and warrant 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 suffered by a supplier in relation to its participation in the Program.

Suppliers must be and remain Independent of the participant at the commencement and throughout the period during which they are conducting works that are funded under the Program.

3.7 Ongoing participation discretionary

A participant may discontinue its participation in the Program and the Department may notify a participant in writing that its participation is terminated, during or at the conclusion of any Stage without any liability for costs or damages to the other party.

An aggrieved participant may make a submission to the Department in relation to any decision that has been notified to it relating to its participation in the Program, and if such submission introduces new information that the Department was previously unaware of, the Department will review the decision in good faith taking into account any such information. However, any further decision notified to the participant by the Department is final and binding on the participant and no further correspondence will be entered into.

4 Intellectual Property and Public Disclosure

4.1 Management of Intellectual Property

Intellectual Property in all Information contained in an ICP (as developed from time to time throughout the course of participation in the Program) remains vested in the participant.

4.2 Intellectual Property

- a. Subject to Section 6.2 of these Terms and Conditions, intellectual property in Information vests and remains in the participant.
- b. The Territory may use, copy and exploit Information, for:
 - i. non-commercial purposes; and
 - ii. as required by law for reporting including but not limited to government annual performance and financial reporting, freedom of information requests and reports required by the Independent Commissioner Against Corruption;

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

Participants warrant to the Department that they are or will be entitled throughout their participation in the Program to deal with Information contained in an ICP (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.

4.3 Protection of Intellectual Property in Information

Subject to any contrary agreement with the Department or another funding body, participants must ensure that they take such measures as are prudent and adequate at each Stage of participation in the Program to protect their intellectual property rights in Information contained in their ICP.

5 Insurance and Risk

A participant must ensure that it puts in place and maintains for the entire period it is participating in the Program, and until any funding granted by the Department or any other funding body is acquitted, policies of insurance adequate to cover all the participant's risks relating to the ICP and the Product.

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 IIR's, 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, 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.

6 Due Diligence, Audit and Privacy

6.1 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 (including during the term of any funding agreement that may be put in place between the Department and the participant) in order 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 and business name 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.

6.2 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. (**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. storing information, including personal information (such as names and personal contact details)
- b. using the information, including personal information for the purposes mentioned under the paragraph above
- c. 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
- d. 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.

6.3 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 conclusion of Stage 3.

6.4 Compliance with Laws

The Department (including its employees, contractors and agents) is subject to, and may do anything in connection with these terms and conditions that may be required for compliance with, the Privacy Laws, the *Public Interest Disclosure Act 2008* (NT) or the *Independent Commissioner against Corruption Act 2017* (NT).

Participants must comply with all laws relevant to the conduct and compliance of their business, the development of their ICP and the delivery to market of their Product.

7 Program changes and End

The Program opens on 11 October 2019 and will end when the funding is fully committed. A maximum of 30 participants in Stage 1 and 20 participants in Stage 2 will be admitted to the Program in any one financial year. Once the Program has reached its maximum intake in any relevant period, prospective applicants will have an opportunity to re-apply in the following financial year, if the Program is still running.

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.