

# Business Innovation Program - Advisor

## Terms and Conditions

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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 (Territory Enterprises).

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 as an Advisor 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 by the Department of Industry, Tourism and Trade (the Department) for the Program.

# 3 Registration and Eligibility

## 3.1 Eligibility Criteria

To participate in the Program, an Advisor must register for the Program as an Eligible Advisor. An Advisor is only eligible to participate in the Program if the Advisor:

- has a registered ABN
- has capacity to deliver professional advisory services to program participants
- can demonstrate value for Territory (how services directly create value for Territory)
- can demonstrate previous experience successfully advising early-stage innovators or developing innovation
- can demonstrate a clear methodology to assist clients through problem framing, customer and solution validation and pitching their innovation; and
- satisfies all the requirements of the Department specified in the application form.

## 3.2 Registration Process

To participate in the Program, an Advisor must register for the Program online through Grants NT by filling out the online application form and where requested upload supporting documentation to satisfy the eligibility criteria contained in these terms and conditions.

The Department will conduct due diligence on an applicant Advisor to confirm:

- a) That the applicant is eligible to participate as an Advisor under this Program, and
- b) To satisfy itself of the veracity of any statement or declaration that may be contained in the form of declaration in the application form.

If an Advisor is approved by the Department, they can participate in Stage 1 of the program by:

- a) guiding and supporting Eligible Recipients through the development of their Innovation Project Plan.

If an Advisor is accepted into the program, they will be required to participate in an induction session with a member of the Innovation Territory team to clarify the expectations of the Advisor and the process of using the GrantsNT system.

## 4 Advisor Conduct

- a) By registering to participate in the Program, the Advisor confirms to the Department that the Advisor does on the date of application and will continue to meet the Eligibility Criteria during its participation in the Program.
- b) All Advisors must apply to become registered under the Program and be notified in writing that they have been registered before being able to provide services for the applicant through the Program.
- c) If an Advisor no longer meets the Eligibility Criteria at any time during its participation in the Program, the Advisor must provide written notice to the Department. If the Department receives this notice or otherwise reasonably believes that the Advisor no longer meets the Eligibility Criteria, or if the Department:
  - a. is unsatisfied with the standard of service being provided by the Advisor (on reasonable grounds and having given the Advisor a reasonable opportunity to make submissions answering to any allegation in that regard);
  - b. Has received notice from a Recipient of a grant under this Program, or a member of the public that indicates the Advisor is in breach of these Terms and Conditions and after due enquiry the Department believes there has been a breach or non-compliance.

then the Department may suspend or de-register the Advisor's participation in the Program at its sole discretion.

- d) If an Advisor is suspended (as opposed to de-registered) such suspension will remain in effect until the Advisor satisfies the Department that the Advisor again meets the Eligibility Criteria or has carried out any required works to remedy any services that has been found to be substandard. If an Advisor is de-registered it will need to re-apply to participate in the Program and will be re-subjected to due diligence enquiries including an assessment of whether, having regard to past performance, it is suitable to be an Advisor to the program.
- e) The Department is not responsible for any costs or expenses incurred by the Advisor to maintain compliance with the Eligibility Criteria.
- f) An Advisor must not undertake behaviour that may cause or be seen to cause negative public impacts upon the Department, Program, or an Eligible Recipient.

## 5 Conduct of Eligible Services

### 5.1 Stage 1

The purpose of Stage 1 is for Eligible Recipients to develop an Innovation Project Plan with assistance from an Advisor to submit to the Department for Grant Funding. This is the only Stage of the Program for which a voucher will be issued in contribution to fees payable to an Advisor by an Eligible Recipient. Assistance to Eligible Recipients that proceed to Stages 2 and 3 of the program will be provided on the terms of a funding agreement between the Northern Territory Government and an Eligible Recipient.

The role of an Advisor in Stage 1 is to support the Eligible Recipient to develop an Innovation Project Plan. Advisory services for Stage 1 may be in the form of one-on-one consulting, online training, or another method. Advisors must not complete the Eligible Recipient's Innovation Project Plan on their behalf.

Entry to Stage 1 is contingent upon notice from the Advisor to the Department that the Eligible Recipient has been accepted as their client for the purposes of this Program.

Eligible Recipients will receive a voucher towards the costs of its nominated Advisor to a maximum value of **\$2000 (excluding GST)**.

Upon completion of Stage 1 advisory services, the Advisor must redeem the voucher by submitting it to the Department, including evidence of services provided to the Eligible Recipient. The Department will make payment to the Advisor only after receiving confirmation by the Eligible Recipient that the services have been delivered to its satisfaction, and after any other acquittal processes required of an Advisor have been duly discharged by the Advisor and/or the Eligible Recipient.

Any difference between the actual fees of the advisor billed to the Eligible Recipient and the value of the voucher are the sole responsibility of the Eligible Recipient to pay.

## 6 Vouchers

### 6.1 Expiry, Cancellation or Changes of Vouchers

The Department will contribute to the cost of services in Stage 1 obtained by an Eligible Recipient from an Advisor through the issue of a voucher.

Vouchers:

- a) are issued to the Eligible Recipient
- b) are valid for a set period of time
  - i. The Department has no obligation to honour a Voucher after it has passed its validity period; and
  - ii. Can be cancelled without notice when the voucher expires.
- c) If a Voucher is cancelled the decision is final and all funding allocated by that Voucher for the connected application will be voided.
- d) Changes to a Voucher must be approved by the Department prior to the Voucher expiry date. Any such changes without the Departments prior approval will result in the Voucher being cancelled.

### 6.2 Voucher Redemption Process

Eligible Advisors will have one month after the completion of works to redeem a Voucher.

At the satisfactory completion of Eligible Services and prior to the Voucher expiry, the Eligible Recipient is required to 'accept' the Voucher for the Eligible Services through the Departments online system. Once a Voucher has been 'accepted' by the Eligible Recipient, the Advisor must redeem it through the online redemption process.

To support the redemption of the voucher the Advisor must provide a summary of the services provided to the Eligible Recipient.

By accepting the Voucher, the Advisor warrants and declares to the Department that the approved services have been provided to the Recipients satisfaction.

Eligible Recipients are responsible for paying any remaining balance to the Advisor.

**Important note:** In addition to the above, the Department may, but is not obliged to, request feedback from the applicant regarding the Advisor.

## 6.3 Invoicing Process

The Advisor must provide the Eligible Recipient and the Department a valid Tax Invoice for completed services. Changes to services and costs without the Departments prior approval will result in the Voucher being cancelled.

When redeeming a Voucher, the Eligible Advisor must include the valid Tax Invoice.

# 7 General Terms and Conditions

## 7.1 Program Definitions

An **Advisor** is a suitably qualified and experienced entity (who may be an individual sole trader or an 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 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.

**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.

**Voucher** means a payment instrument issued by the Department to an Eligible Recipient to use for payment for the invoice issued by the Advisor for Stage 1.

## 7.2 No Incentives to be Offered or Accepted

An Eligible Advisor (or anyone acting on behalf of the Advisor), 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, other than the completion of the Eligible Services set out and described in the quote(s).

## 7.3 Goods and Services Tax (GST)

The Voucher(s) used in payment is exclusive of GST and if the Supplier is registered for GST, then GST will be paid by the Department in addition to the Voucher amount.

## 7.4 Outsourcing and Subcontracting

Outsourcing and Subcontracting by Advisors are not permitted.

## 7.5 All Services provided to Eligible Recipient are at risk of Eligible Recipient.

Where the Department has approved the issue of a Voucher the Department gives no warranties, express or implied, that the Eligible Recipient will provide the Voucher to an Advisor or that the Advisor will otherwise be paid for its services to an Eligible Recipient.

As a condition of entry to the Program, Advisors 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 an Advisor or to a third party to whom the Advisor 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 an Eligible Recipient, 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 Advisor's period of participation in the Program and continues for the benefit of Those Indemnified.

# 8 Due Diligence, Use of Information and Audit

## 8.1 Due Diligence

Advisors acknowledge that the Department will conduct such due diligence enquiries on them and their businesses 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.

Advisors 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.

## 8.2 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 (including Advisors) 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.

## 9 Compliance with Law and Public Accountability

Advisors acknowledge and agree:

- 9.1.1.1 Where a recipient has an Australian Business Number (ABN) details of the Funding may be provided by the Department to the Australian Taxation Office.

- 9.1.1.2 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").
- 9.1.1.3 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
- 9.1.1.4 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.
- 9.1.1.5 By applying to participate and as a continuing obligation throughout any period of participation in the Program, Advisors must comply with all laws (including the governing laws of their entity) relating to their business or to their participation in the Program.

## 9.2 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 Voucher in its absolute discretion;
- Require repayment of funds if the Department determines that Works were not delivered or were not of a reasonable standard; and
- remove a Supplier from further participation in the Program where the Department has reasonably determined that the Supplier is no longer an Eligible Supplier, 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 Vouchers will be issued.

## 10 Insurance and Risk

All Participants (including Advisors) 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.

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 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, 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.

## 11 Due Diligence, Audit, Privacy and Compliance with Laws

### 11.1 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 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.

### 11.2 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](http://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:

- f. using non-confidential Information supplied by the participant for promoting the Program, case studies showcasing Territory innovation and seeking investment;
- g. storing Information, including personal Information (such as names and personal contact details);
- h. using the Information, including personal Information for the purposes mentioned under the paragraph above;
- i. 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
- j. 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.

### 11.3 Compliance with Laws

All participants in the Program acknowledge that it is a condition of participation in the Program that all participants comply with all relevant laws, including (without limitation) the *Payroll Tax Act 2009* and the *Taxation Administration Act 2007* and further, to ensure they are aware of their obligations under the *Independent Commissioner Against Corruption Act 2017 (the Act)* and that none of their officers, employees, and/or members engage in improper conduct as that term is defined in the Act.

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.

## 12 Program changes and End

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 as an Advisor to the program
- 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.