Disaster Recovery Funding Arrangements – Small Business Recovery Grant

Terms and Conditions

NORTHERN TERRITORY GOVERNMENT

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Acronyms	Full form
NT	Northern Territory
DTBAR	Department of Trade, Business and Asian Relations
DRFA	Disaster Recovery Funding Arrangements
NFP	Not for profit

Contents

1. Objective **4**
2. Program Participation **4**
3. Funding **4**
4. Eligibility requirements **5**
4.1. Eligible Defined Disaster Area 5
4.2. Eligibility criteria - small businesses 5
4.3. Eligibility criteria - Special Circumstances 6
4.3.1. Home Based Businesses 6
4.3.2. Multiple damaged premises – single ABN 6
4.3.3. Sole traders 6
4.4. Excluded Entities 7
4.5. Eligible expenditure 7
4.6. Using Insurance and Other Assistance 7
5. Making an application **8**
5.1. Outcome and Notification 9
5.2. Claiming expenditure 9
6. Changes to Program **10**
7. General Terms and Conditions **10**
7.1. Definitions 10
7.2. Privacy 11
7.3. Due Diligence, Audit and Compliance with Law 12
7.3.1. Compliance with Disaster Recovery Funding Arrangements (DRFA) 12
7.4. Retention of Records 12
7.5. Release and Indemnity 12
7.6. Good and Services Tax (GST) 13
7.7. Program End 13
7.8. Feedback 13
7.9. Contact us 13

1. Objective

To assist small businesses recovering from Central Australia severe weather event in October 2026 (**Eligible Disaster**).

Grants are available to small businesses that have been directly affected and have incurred damage as a result of the eligible disaster. The grant supports the costs of clean-up and to reinstate operations, helping businesses resume or commence trading as soon as possible.

This program is delivered by the Northern Territory Government in conjunction with the Commonwealth Government under the *Disaster Recovery Funding Arrangements*.

2. Program Participation

Approved funding is provided subject to these Terms and Conditions, which include the Northern Territory Government's standard legal funding provisions contained in Attachment 1.

These Terms and Conditions, together with the applicant's Statutory Declaration, constitute the agreement governing the provision of funding.

If you are eligible for funding, you will be required to separately accept the Northern Territory Governments standard legal funding provisions, which set out your rights and obligations with respect to use of the funding (see Attachment 1).

3. Funding

a) The maximum funding available is up to $10,000 for assistance in relation to the eligible disaster (as defined).

b) Multiple applications may be made by the same applicant, up to the maximum grant amount available for the eligible disaster (as defined).

c) Funding is available subject to these terms and conditions and is strictly not available for indirect damage.

d) An initial payment of up to $5,000 will be available subject to the eligible small business providing evidence of direct damage, such as photographs, along with evidence of reinstatement or clean up works (e.g. repair or replacement quotations, tax invoices, and official receipts, or, where no formal documentation is available, copies of bank statements or payment receipts within online banking).

e) Subsequent funding up to the remaining maximum funding value may be released where full evidence of expenditure (including of any initial payment made) is provided including tax invoices for eligible works and insurance outcomes. This evidence must include any amounts claimed under the initial payment.

f) Applicants must have a valid Territory Government Vendor ID and bank details registered in its GrantsNT Organisation Profile. Applicants who do not have a NT Government vendor ID[1] are required to complete the form as part of the application process.

4. Eligibility requirements

4.1. Eligible Defined Disaster Area

This assistance is available to Eligible Recipients who are situated in the defined disaster area for Central Australia Severe Weather Event in October 2026, as announced by the Department on the Small Business Recovery Assistance Grant | NT.GOV.AU[2].

These defined disaster areas are the local government areas of:

- Alice Springs
- Central Desert
- MacDonnell

4.2. Eligibility criteria - small businesses

To be eligible for assistance, small businesses must:

a) have operated within the Northern Territory in the defined disaster area for Central Australia Severe Weather Event in October 2026 continuously up to and throughout the period of the eligible disaster (to the extent that it would be reasonable to expect the business to continue operating) and intend to continue its operations in the same location or local government area after recovery from the eligible disaster;

b) have incurred direct damage to their premises and/or tools of trade, (includes unsaleable stock in trade where the damage to the stock was directly caused by the eligible disaster and equipment or plant);

c) be a small business that is legally responsible for the costs of repair or replacements the subject of the application (either because the applicant is the owner of the business and/or is the owner of the premises from which the business is operated noting that owners of the premises must also be a small business to apply);

d) employ fewer than 20 full-time equivalent staff[3];

e) be a Territory Enterprise;

[1] https://share.google/mJSqqMGBGCqccMu7V
[2] https://nt.gov.au/industry/business-grants-funding/small-business-recovery-assistance-grant
[3] Sum total of all standard hours worked by all employees (whether full-time or part-time) is less than the number of standard hours which would be worked by 20 full-time employees, as defined by the Australian Bureau of Statistics.

f) have taken all necessary steps to make any claim that it is legally entitled to make on an insurance or self-insurance fund or policy available to it (whether of its own volition or through another party (such as the owner of the premises) prior to seeking assistance;

g) where the applicant small business is not the landlord (owner occupier), and the recovery costs are legally the responsibility of both parties, the small business must make its application jointly with the landlord of the damaged business;

h) not have received, or be eligible to receive, grant funding from any other government, semi government or private source for the same purpose as the grant applied for under this Program; and

i) must not be an excluded entity.

4.3. Eligibility criteria - Special Circumstances

4.3.1. Home Based Businesses

If the applicant is a home-based business, applicants may only claim clean-up and reinstatement costs for damage to those parts of the premises and items that are used for the operation of the business and for no other purpose.

4.3.2. Multiple damaged premises – single ABN

If the Applicant operates more than one small business under a single ABN, it may apply for a grant or grants for each eligible separate business up to the maximum funding available under Section 3(a) for the grant within the relevant defined disaster area.

When determining the eligibility of an application on this basis the Department may take into account (but is not limited to):

a) the staffing arrangements of the separate business;

b) whether the separate business has its own plant equipment or stock;

c) the accounting and insurance arrangements of the separate business;

d) whether the separate business operates under their own trading name; and

e) the commercial viability and autonomy of each business.

4.3.3. Sole traders

A sole trader small business where 50 per cent or less of the sole trader's total income from all sources is from that business.

Even if your business is not your main source of income (less than 50%), you may still be eligible for a recovery grant in some situations. For example, if:

a) your business was just starting and was about to become your main income

b) your business used to be your main income and would have returned to that if the disaster hadn't happened

c) you have invested a lot of your own money into building the business and it was close to becoming a viable commercial operation

d) you run multiple businesses, and your income is split across them

To assess your eligibility, the Department may request additional information. You must provide this information if requested.

4.4. Excluded Entities

Excluded Entities include:

a) Small businesses that are part of a national chain of stores or whose ultimate ownership is not a small business itself.

b) Farm enterprises – also refer to as Primary Producer in Clause 7.1 (definitions).

c) Government, local government and other statutory agencies or bodies.

4.5. Eligible expenditure

Eligible expenditure for grants **must be in the nature of clean-up and reinstatement** and may include:

a) cost of engaging existing employees of the business to carry out or assist in clean up based on hours worked at actual pay rates of relevant employees.

b) costs of immediate actions required to clean-up (including safety inspections)

c) removal of debris and damaged goods from premises business is operated from

d) repairs and reinstatement of fixtures and fittings within premises essential to resume operations

e) replacement or leasing of equipment or materials necessary for immediate business resumption[4]

f) replacement of stock that was damaged by the disaster and is essential to restart operations

g) costs of occupying temporary premises if essential for immediate operations

h) insurance excess relating to eligible reinstatement costs.

Funding is limited to restoring the business to its pre-disaster condition and cannot be used for upgrades, improvements or to cover indirect losses.

4.6. Using Insurance and Other Assistance

Applicants are required to claim on any applicable insurance policy and use any proceeds recovered to repair/replace and reduce their overall loss.

[4] Leasing must be temporary and necessary for immediate resumption.

Applicants must make any insurance claim promptly and immediately notify the Department of the outcome (including details of excess payable and amount that will be recovered) of such claim as soon as it is to hand.

The Department may, at its absolute discretion, provide up to $5,000.00 pending the outcome of an insurance claim. If the applicant is entitled to, has received, or has been approved to receive, an amount under a policy of insurance for the relevant costs claimed, these costs are ineligible. Applicants may be eligible for a grant for the portion of costs that are not covered by their insurance, or for amounts in excess of the value insured.

5. Making an application

Applications must be made by completing and submitting the program specific online application via GrantsNT[5] . Applications and all required evidence required to be able to assess the application must be submitted before 12 October 2027.

As part of the application process, the following documentation is required:

a) **Evidence the business is located within the defined disaster area, which may include:**

   i. Rates Notice or Utility Bills or Lease Agreements.

   ii. If you own the property, a copy of your most recent Local Government rates notice or utility bill for the property impacted by the disaster event.

   iii. If you lease the property, a copy of your current lease agreement (lease agreement must confirm that you are responsible for meeting the costs being claimed) is required.

b) **Evidence of direct damage, which may include:**

   i. Photographs or video footage clearly showing damage to the property with a brief explanation of what they are showing contained in the title or name; and

   ii. Without limiting the requirements of sub-section (c) of this Clause 5, information that demonstrates the financial impact of the damage, such as quotations, damage assessments, invoices or receipts. This information must include the name, address, date and ABN (if applicable) of the entity that has issued the quote, assessment, invoice or receipt with information clearly identifying the work required.

In circumstances where direct disaster related damage is unable to be photographed or other information (such as receipts) are not available, the Department may request other satisfactory evidence before it assesses and determines claims. The appropriateness of this information will be considered, and the Department may request the applicant provide further information to inform itself as to eligibility or otherwise of the applicant.

c) **Evidence of payment**

[5] https://grantsnt.nt.gov.au/

For grant applications up to $5,000 (i.e. for immediate resumption of business directly following the disaster event): Copies of the documentation listed in sub-clause (b) above; OR

For grant applications over $5,000 or subsequent applications up to the maximum available: Copies of tax invoices AND evidence that these invoices have been paid (e.g. bank statements, electronic bank transfer confirmations or official supplier receipts). This must include evidence of expenditure for the first $5,000.

d) **Details of Insurance:**

If insured, provide full details and a copy of your insurance policy and/or claim must be provided. See 4.5 for further details.

If we find an error or information that is missing, we may ask for clarification or additional information from you that will not change the nature of your application. However, we can refuse to accept any additional information from you that would change your submission after the application closing time.

5.1. Outcome and Notification

Applicants will receive a written notification of the outcome of their application.

Successful applicants will be required to enter into a legally binding funding agreement with the Northern Territory Government.

Applicants who receive a funding offer will need to accept the offer within 14 days from notification.

Clean up and reinstatement activities must be completed within a maximum period of six months from receiving a funding offer. Specific dates will be included in the funding agreement.

Unsuccessful applicants will receive a notification from GrantsNT notifying them of an unsuccessful application.

5.2. Claiming expenditure

Recipients must lodge via GrantsNT full evidence in relation to the use of the funding within the agreed period. Acceptable evidence will include but is not necessarily limited to:

a) Tax invoice(s) showing full details of the goods and services, including freight costs, provided and related to damage from the eligible event.

b) Documentary evidence of payment of these tax invoices. A copy of the Eligible Recipient's bank remittance/and or bank statement must be provided with any official receipt from the supplier or contractor.

c) Documentary evidence that the business has been reinstated. Photos of replaced stock or equipment or materials and or financial evidence of business resumption such copies of business bank statements.

d) Any other documentation required by the Department to enable it to verify that funding has been properly expended and acquitted.

6. Changes to Program

The Department, in consultation with the Australian Government, reserves the right to:

a) vary these terms and conditions, the eligibility criteria or any other documented rule or procedure relating to the Program at any time; and

b) accept or reject any application for participation in the Program in its absolute discretion;

c) require repayment of a Grant if the Department's subsequent Audit determines that the recipient was in fact not eligible; and

d) cease the Program at any time should Northern Territory Government or Commonwealth Government policy change.

7. General Terms and Conditions

7.1. Definitions

Audit means the Department's right to check original documents, undertake inspections of the books of account of an Eligible Recipient and inspect any premises where losses have occurred in order to verify, gather data on or otherwise obtain information about the losses that a Grant will be or has been provided under this Program as well as the right to make enquiries of any other Northern Territory or Commonwealth Government Department to ascertain compliance with these terms and conditions and all laws relevant to the decision to make a Grant.

Department is The Northern Territory Governments 'Department of Trade, Business and Asian Relations.'

Direct Damage demonstrates the direct physical damage caused by the disaster, includes:

a) business premises or facilities

b) plant, equipment or machinery

c) operational assets needed for the entity to operate

Eligible Disaster is the disaster event activated by the Territory in accordance with the Disaster Recovery Funding Arrangements under which these grants have been made available. For the purpose of these guidelines, the event is: Central Australia Severe Weather Event in October 2026.

Eligible Recipient is a small business that meets the eligibility criteria as listed in this term and conditions.

Farm Enterprise (see also Primary Producer) are activities listed in Division A of the Australian New Zealand Standard Industrial Classification 2006 (ANZSIC) 1292.0 (Revision 2.0) published by the Australian Bureau of Statistics.

Funding and **Grant** are used interchangeably through this document (including Attachment 1). Both refer to monies paid by the Department to a recipient.

GrantsNT is the online Northern Territory Government grants management system.

Indirect Damage includes (but is not necessarily limited to):

a) for loss of income as a result of the eligible disaster;

b) for payment of employee salaries that would have ordinarily been incurred by the small business or non-profit organisation had the eligible disaster not occurred;

c) any costs incurred or damage arising from any disruption in the supply chain of the business;

d) if the applicant has received, or has been approved to receive financial assistance from another government assistance scheme for an item described in section 3.1, the applicant cannot receive reimbursement under this Program for the same damage.

Official Receipt means a receipt including the name and address and ABN (if applicable) of the entity that issued the receipt and a description of each item to which the receipt relates.

Program refers to this offer of assistance subject to all the terms and conditions in this document.

Primary Producer is an individual, partnership, trust or company which:

a) has a right or interest in a farm enterprise, and

b) contributes a part of his, her or its labour and capital to the enterprise, and

c) derives at least 50 per cent of his, her or its income from the enterprise.

Primary producers are defined as those that are listed under the Australian New Zealand Standard Industrial Classification 2006 (ANZSIC) 1292.0 (Revision 2.0) Codes 01 (Agriculture), 02 (Aquaculture), 03 (Forestry and Logging), 04 (Fishing, Hunting and Trapping) and 05 (Agriculture, Forestry and Fishing Support Services).

Reinstatement is the carrying out of activities that are necessary to help the Territory Enterprise to continue/resume normal trading or production as soon as possible following the eligible disaster.

Territory Enterprise is a legal entity having a current valid ABN that satisfies all of the following:

a) operating in the Northern Territory - the enterprise is actively trading out of premises located in the Northern Territory; and

b) has a significant permanent presence - the business maintains an office, manufacturing facilities or other permanent base within the Northern Territory; and

c) employs Northern Territory residents.

7.2. Privacy

In this section, a reference to “you” is a reference to a participant.

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. These principles are available at Information Privacy Principles | The Office of the Information Commissioner Northern

Territory[6] or by contacting the Information Commissioner Northern Territory on 1800 005 610. Information collected as part of the Program application process is collected in accordance with the Program's terms and conditions and for the purposes of assessing eligibility, audit, monitoring, evaluation and reporting.

7.3. Due Diligence, Audit and Compliance with Law

All participants in the Program 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 Recipients comply with all relevant laws, including the *Payroll Tax Act 2009* and *Taxation Administration Act 2007* and, without limitation, that the Recipient is aware of and complies with 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.

The Department reserves the right to conduct an audit at any time during the Program or within 12 months after the Programs End Date.

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

7.3.1. Compliance with Disaster Recovery Funding Arrangements (DRFA)

The Northern Territory Government will administer this grant in accordance with the Disaster Recovery Funding Arrangements (DRFA), including applicable requirements for reporting, assurance, audit and record keeping. This includes maintaining appropriate evidence to support eligibility, assessment decisions and payments, and complying with any Commonwealth review or audit processes.

Applicants may be required to provide information or documents to support these requirements, including for audit or compliance purposes.

7.4. Retention of Records

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

7.5. Release and Indemnity

By applying to participate and as a continuing obligation throughout any period of participation in the Program, the Eligible Recipient 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

[6] https://infocomm.nt.gov.au/privacy/information-privacy-principles

loss or damage he / she / it / they may suffer of any nature whatsoever (including without limitation personal injury or death) caused or contributed to by participation in the Program, the conduct of any works or otherwise.

7.6. Good and Services Tax (GST)

If your business is registered for GST, the amounts claimed must **exclude** any GST shown on the invoices.

If your business is not registered for GST, the amounts claimed in your application must **include** any GST shown on your invoices.

7.7. Program End

The Disaster Financial Assistance Program is a result of a decision by the NT Government to provide one-off funding to assist Eligible Recipients, pursuant to the provisions of the Australian Government Disaster Recovery Funding Arrangements, a copy of which document can be found at Disaster Assist.

7.8. Feedback

Disputes and complaints relating to applications for this Program, or other complaints involving the Department during the currency of the Program can be made at Feedback | Department of Trade, Business and Asian Relations.

7.9. Contact us

Contact the Department by emailing business.programs@nt.gov.au or phoning 1800 193 111.

ATTACHMENT 1 – LEGAL TERMS AND CONDITIONS OF FUNDING GRANT

1. Interpretation and Definitions

(a) **Grant Activity** means the goods and services to be purchased using the funding.

(b) **Program** means the program as described in the Terms and Conditions

(c) **Terms and Conditions** means this Terms and Conditions of Program document (including this Attachment 1)

(d) **Us, We, Our** means the Northern Territory Government

(e) **You, Your, Recipient, Applicant**, refer to the business, organisation or individual that receives funding.

(f) No rules of construction apply to the disadvantage of a party on the basis that that party was responsible for the preparation of this document or any part of it.

(g) The word "including" is not a word of limitation.

2. Acknowledgments

(a) You acknowledge:

i. and agree that this Agreement is, and is intended to be, legally binding;

ii. your failure to comply with this Agreement may be taken into consideration in any future grant applications and may result in you being excluded from consideration for subsequent or other funding;

iii. where you have an Australian Business Number (ABN), details of this grant may be provided by us to the Australian Taxation Office;

iv. and agree we may do anything in connection with this Agreement that may be required for compliance with our public accountability responsibilities, including legislative obligations under privacy and freedom of information laws and the *Independent Commissioner Against Corruption Act 2017* (NT) ("**ICAC Act**"); and

v. you are a "public body" for the purposes of the ICAC Act with respect to the Grant and you are subject to mandatory obligations under that Act to report suspected improper conduct.

3. Order of Precedence

(a) You must comply with these Terms and Conditions.

(b) To the extent of any inconsistency between the documents or parts comprising this Agreement, then the following order of precedence will apply:

i. This Attachment 1;

ii. The Terms and Conditions of the Program; and

iii. any other document incorporated by reference.

4. Grant of funding

(a) We agree to pay you the Grant subject to the terms and conditions set out in this Agreement.

(b) We will pay the Grant to you in accordance with the Payment Requirements by electronic funds transfer to your Bank Account provided that we have received a tax compliant invoice or, where we issue a recipient created tax invoice, we have issued that invoice.

(c) The Grant must be held only in an account in your name at a bank, credit union or building society that is registered in Australia.

5. Use of the Grant

(a) You must use the Grant (including any interest earned on the Grant) within the Grant Period (or such other period as is agreed to be us in writing) for the Grant Purpose and for no other purpose (unless and until a variation is approved by us in writing).

(b) During the Grant Period, you may request a variation of the Grant Purpose, which request must be in writing, providing reasons for the proposed change and (if applicable) providing a budget for the varied purpose. Approval will be at our discretion and must be in writing.

6. Conduct of the Grant Activity

(a) You must:

i. carry out the Grant Purpose, including all tasks, activities, any project plan, budget and/or performance measures, and in a manner that meets the objectives;

ii. carry out the Grant Activity diligently, effectively, in a professional manner to accepted industry standards, in accordance with this Agreement and consistent with the representations made in your grant application/proposal;

iii. adequately resource the Grant Activity with appropriately qualified, competent, experienced and skilled personnel;

iv. promptly comply with all of our reasonable requests or directions in respect of the Grant Activity;

v. if required by us, keep us fully informed as to the progress of the Grant Activity and the expenditure of the Grant; and

vi. promptly advise us in writing of any relevant matters which might affect your ability to deliver or complete the Grant Activity or to meet any of your obligations under this Agreement.

7. Acknowledgement of Grant

(a) You agree to acknowledge our contribution to the Grant Activity in all promotional, advertising or other publications (such as annual reports, newsletters, websites) by using our "Proudly supported by" logo.

(b) We will provide you with the current version of the logo.

(c) The logo must be reproduced only in the format provided and of equal size and prominence to your logo.

(d) We reserve the right to limit and withdraw the use of our name and logo by you.

8. Records, Reporting, Acquittal and Audit

(a) You must keep accurate financial records relating to the Grant so that at all times the use of the Grant is identifiable, ascertainable and substantiated.

(b) You must comply with all Reporting Requirements and Acquittal Requirements by the specified Due Dates.

(c) You authorise us to inspect and audit all of your records in connection with this Agreement and you agree to fully cooperate with us in that regard.

(d) You authorise us to publish or otherwise report on the outcome of the Grant Activity.

9. Withholding funding

(a) If in our reasonable opinion you have not complied with this Agreement in any material way we may, by notifying you in writing, withhold payment of all or any part of the Grant.

10. Unspent, Misused or Unacquitted Grant

(a) If the Grant, or part of it, is not spent on the earlier of:

i. the end of the Grant Period (and we have not agreed a variation); or

ii. termination of this Agreement,

you must promptly return that part of the Grant that has not been spent to us.

(b) If at any time we form the reasonable opinion that the Grant, or a part of it, has not been used in accordance with this Agreement or has not been acquitted by you to our reasonable satisfaction, then you must repay the Grant, or any part of it, as we require in any written notice we give you.

11. Conflict of Interest

(a) For the purpose of this Agreement, "**Conflict**" means any matter, circumstance, interest, activity or other matter in connection with you, or your officers, employees, subcontractors, agents, advisors, volunteers and other personnel and their related entities, such as parent or subsidiary companies, directors, managers or other persons in a position of influence and their close relatives, which may or may reasonably be perceived to impair you or your personnel's ability to carry out any responsibilities or obligations under this Agreement diligently, independently and impartially.

(b) You warrant that, at the date of signing this Agreement, to the best of your knowledge no Conflict exists or is likely to arise in connection with this Agreement.

(c) If during the performance of this Agreement you become aware of a Conflict, you must immediately notify us and the steps you propose to take to resolve or deal with the Conflict. We may suspend your delivery of the Grant Activity and your use of the Grant until such time as the Conflict is resolved to our satisfaction.

12. Insurance

(a) You must hold and maintain insurance policies in amounts sufficient to insure for your risks and liabilities in connection with this Agreement (such as public liability, accident or injury to your volunteers and employees, plant and equipment, motor vehicle, loss, damage or theft of assets, travel) and provide us with written proof from your insurers when requested.

(b) You are responsible for determining what types and levels of insurance are required to cover the Grant Activity and comply with this clause.

13. Risk & Indemnity

(a) You agree to deliver each Grant Activity at your own risk and we are not liable:

i. to you or your personnel for any loss or damage you suffer or the injury or death of any person, howsoever occasioned; or

ii. for the actual cost of the Grant Activity being greater than anticipated.

(b) You indemnify us against all claims, proceedings or actions whatsoever brought or made against us and all losses, damages, costs or expenses we may sustain or incur howsoever arising, whether directly or indirectly in connection with this Agreement, except to the extent caused or contributed to by our negligent act or omission.

14. GST

(a) Any term used in this clause that is referred to in *A New Tax System (Goods and Services Tax) Act 1999* (Cwth) will have the meaning which it has in that Act.

(b) You must pay all taxes, duties and government charges imposed or levied in connection with the performance of this Agreement, except as provided by this clause.

(c) The Grant Amount is GST exclusive.

(d) If you are not registered for GST, you warrant that you are not required to be registered for GST, and you must not charge GST.

(e) If you are registered for GST or are required to be registered for GST and the Grant Amount is being provided in return for a Taxable Supply, we will pay you the GST Amount on provision of a tax invoice by you or a recipient created tax invoice ("**RCTI**") by us.

(f) The parties acknowledge and agree that, prior to the Supplier (you) providing the Recipient (us) with a tax invoice for a supply as described in clause 14(e), we may (at our discretion) issue you with a RCTI and/or adjustment note in respect of the supply on the following terms and conditions, or otherwise in a format set out by the Australian Taxation Office:

i. both parties acknowledge that they are registered for GST when the RCTI is issued and the RCTI must show your Australian Business Number ("**ABN**");

ii. you agree that we can issue tax invoices in respect of the supply within 28 days from the date of determining the value of the supply;

iii. you will not issue tax invoices in respect of the supply;

iv. you will notify us if you cease to be registered for GST purposes.

(g) If the GST Amount differs from the amount of GST paid or payable, we must issue an appropriate recipient created adjustment note and pay you or you must pay us, as the case may be, any difference within 14 days.

(h) No party may claim or retain from the other party any amount in relation to a supply made under this Agreement for which the first party can obtain an input tax credit or decreasing adjustment.

(i) If you become registered for GST or become required to be registered for GST, or you cease to be registered for GST, you must notify us within 7 days.

15. Intellectual Property

(a) Intellectual property in material created by or on your behalf in the course of, or for the purpose of, the Grant Activity ("**Agreement Material**") vests in you.

(b) You grant us a perpetual, irrevocable, royalty-free, non-exclusive licence to use, adapt, communicate, publish, reproduce, and sub-licence Agreement Material (including material that is incorporated in or supplied with that Agreement Material) for our governmental purposes.

(c) Where the Agreement Material is a work that is primarily created for aesthetic appeal or artistic expression, the licence in clause (b) is limited to use promoting the purpose of the Grant Activity or promoting the Northern Territory Government or the Northern Territory.

16. Confidential Information and Privacy

(a) The parties will not disclose each other's information that is marked as or is agreed to be confidential, or which should reasonably be assumed to be confidential, without prior written consent of the party whose information is to be disclosed unless required or permitted by law.

(b) You agree to deal with all 'personal information' (as defined in the *Information Act 2002* (NT)) in connection with the Grant Activity in a manner that is consistent the Information Privacy Principles set out in that Act as if you were a public sector organisation.

17. Notices

(a) All communications required to be given in writing in this Agreement must be given by registered post or by email to the relevant party's Contact Details. A communication sent by:

i. prepaid post is taken to be received on the 3rd business day after posting; and

ii. email is taken to have been received at 9.00 a.m. on the following business day, subject to no automated notification having been sent advising that the email was not delivered or the addressee is "out of office" or similar.

18. Debt Due and Payable

(a) Without prejudice to any of our other rights under this Agreement, we may recover any amounts that you owe to us under this Agreement as a debt due and payable to us by you upon demand or set off the amount against future payments under this or any other agreement with you.

19. Intervening Event

(a) You must notify us if you are unable to perform any part of your obligations under this Agreement due to a circumstance or event which could not reasonably have been foreseen by you and is caused by circumstances beyond your reasonable control (but does not include circumstances caused by acts or omissions of you, your officers, employees, subcontractors or agents) ("**Intervening Event**").

(b) In the event of an Intervening Event, your performance under this Agreement and our obligation to pay shall be suspended for the period that the event continues and you will have a reasonable extension of time for performance of your obligations in the circumstances.

20. Disputes:

(a) The parties agree not to initiate legal proceedings in relation to a dispute unless they have first tried and failed to resolve the dispute by negotiation and mediation. The procedure for dispute resolution does not apply to action relating to termination or urgent litigation or where a party unreasonably fails to participate in negotiation or mediation.

21. Termination

(a) We may immediately terminate this Agreement by written notice to you if in our reasonable opinion:

i. you are no longer able or willing to complete the Grant Activity;

ii. you have a Conflict that cannot be resolved to our satisfaction or remains unresolved after a reasonable period of time;

iii. information provided to us by you contained materially incorrect, false or misleading information;

iv. you breach or otherwise fail to comply with this Agreement and you fail to remedy that breach within the period specified in our notice to you;

v. an Intervening Event continues for more than 30 consecutive days; or

vi. you are insolvent or become subject to any form of external administration, and clause 10 will apply.

22. General

(a) Survival: The expiry or earlier termination of this Agreement does not affect the continued operation of a clause that expressly or by its nature survives the termination or expiry of this Agreement.

(b) No assignment: This Agreement is not assignable or transferrable without our written consent.

(c) Variation: This Agreement may only be varied by an agreement in writing between the parties.

(d) Warranties: You warrant that you are properly established and constituted at law and you have the power and authority to enter into this Agreement.

(e) Compliance with laws: You agree to comply with all laws relevant to the Grant Activity and your obligations under this Agreement.

(f) Entire Agreement: This Agreement constitutes the entire agreement between the parties in respect of the Grant.

(g) Severance: If a court determines that a word, phrase, sentence, paragraph or provision in this Agreement is unenforceable, illegal or void then the rest of this Agreement continues in effect as if the invalid part were excluded.

(h) Waiver: A waiver by a party of any right under this Agreement, including a failure to enforce an obligation or exercise a right, is not, and will not be deemed to be, a waiver of any other right of that party under this Agreement.

(i) Governing law: This Agreement will be governed by and construed in accordance with the laws of the Northern Territory. The parties submit to the non-exclusive jurisdiction of the courts of the Northern Territory.

(j) Execution: The parties agree that this Agreement may be executed in any number of counterparts, which may be signed using a digital signature and may be given to the other party by electronic means. Each signed counterpart when read together will be deemed to form one binding Agreement.

(k) Legal costs: Each party must pay their own legal costs of and incidental to the preparation, negotiation and execution of this Agreement.