

# Digital Partnerships Program – Terms and Conditions

Version 14.1

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## Important:

**Applicants please note** – The Department is committed to ensuring that the overall objective, intent and expectations of the Program are met, and for that reason these Terms and Conditions of the Program are subject to change without notice. It is your responsibility to check the Website frequently for notifications about changes that may have been made to the Terms and Conditions or any other aspect of Program documentation. If you do not agree with any changes, then you may opt out of the Program by providing the Department with notice in writing to that effect.

## 1. Introduction

The Digital Partnerships Program (the Program) is funded by the Northern Territory Government through the Department of Industry, Tourism and Trade (Department) and is aimed at developing innovative digital solutions to meet local challenges through the development and support of partnerships between the digital business sector in the Northern Territory and other key industry sectors.

The Program supports the Digital Territory Strategy, a copy of which is available at [digitalterritory.nt.gov.au](http://digitalterritory.nt.gov.au) and the Northern Territory Business Innovation Strategy, which can be found online at [innovation.nt.gov.au](http://innovation.nt.gov.au). The Program will contribute to economic growth by building capacity, competitiveness and productivity of existing businesses in both the digital and other key industry sectors in the Northern Territory.

## 2. General

### 2.1. Program Objectives and Scope

The Program objectives are to:

- increase the competitiveness and productivity of Territory enterprises and support economic growth of the Territory;
- develop partnerships between the digital sector and other key industry sectors in the Territory;
- develop innovative digital solutions to meet local challenges; and
- build capacity and support local jobs within Territory digital industries.

### 2.2. Definitions

**Applicant** means a consortium of Eligible Businesses that submits an application for funding. The Applicant must consist of at least one Digital Enterprise and one Eligible Business operating in a Key Industry Sector (or a non-Key Industry Sector if the Department is of the view that the objectives of the Program will still be met). If an Applicant consists of more than one entity then the signatory of the application warrants that they have the authority of all applicants forming part of the consortium.

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

**Digital Enterprise** means a business that can provide goods and services that assist a client to exploit digital technologies and supporting capabilities to create a robust, new digitally enabled business model or access new value through Innovation.

An **Eligible Business** is a Territory Enterprise that:

- is a legal entity (a natural person or an incorporated entity), with or without a registered business name; and
- has held a valid Australian Business Number that is at least six (6) months old; and
- may be a not-for-profit organisation (including without limitation an industry representative body).

**Key Industry Sectors** means industry sectors identified in the Territory Economic Reconstruction Commission (TERC) report. The TERC report can be accessed at <https://ntrebound.nt.gov.au/publications/final-report>.

**Funding** means monies granted to conduct a Project under a Funding Agreement.

**Funding Agreement** means a legal contract between the Department and an Applicant that sets out the amount, timing and Recipient for the payment of Funding and other terms and conditions on which the Department is prepared to pay the Funding.

**Panel** means an assessment Panel made up of at least:

- a representative of the Department (Chair);
- a representative of the Department of Corporate and Digital Development, and
- an independent industry representative.

**Program** means The Digital Partnerships Program.

**Project** means the work that is to be carried out during the term of a Funding Agreement by or on behalf of the recipient of the grant monies and address the criteria set out in Clause 3.2.

**Proposal** means the proposal submitted to the Department by the Applicant as amended and developed by the Applicant in consultation with the Department from time to time. If a Proposal is successful at Stage 2 of the assessment process, then it will become the **Project Plan** under the terms of the Funding Agreement.

**Innovation** is the creation of a new business offering (including process, product, or customer experience) that:

- (a) offers additional value for customers; or
- (b) enhances profitability of the innovating business; and
- (c) is not the scaling up of existing production methods, or the application of 'Commercial off-the-shelf' products to an existing business model.

**Recipient** means the Recipient of Funding paid in accordance with a Funding Agreement.

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

- Operating in the Northern Territory - the enterprise is currently, and has been for the six (6) months prior to the application being made, 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.

- Employing NT residents - the enterprise employs Territorians. An enterprise which relies exclusively on transient, interstate/international labour or a fly-in, fly-out (FIFO) workforce will not satisfy this element.

**Website** means [www.innovation.nt.gov.au](http://www.innovation.nt.gov.au)

## 3. Eligibility Criteria

### 3.1. Applicant Criteria

Applicants:

- (a) must not infringe any third-party intellectual property or confidentiality rights held under any contract or a law (whether Australian or elsewhere) in relation to the making of their Proposal;
- (b) must have undertaken all reasonable due diligence to ensure that no third-party rights in any part of their Proposal exist or have been infringed;
- (c) authorise the Department to carry out any preliminary due diligence it sees fit in relation to the Proposal;
- (d) warrant to the Department that it has taken all necessary or desirable legal steps to protect its intellectual property at the time that the application is made (for example, it has carried out the registration of any trademarks/patents etc, that may be required to allow it to deal with its intellectual property in the Proposal).

Applications must be submitted in the format required on the Website by the closing time and date published on the Website.

### 3.2. Project Criteria

Projects most likely to receive Funding will achieve the following objectives of the Program:

- support local jobs and economic growth in the Northern Territory
- improve the competitiveness and productivity of Territory Enterprises
- develop digital technology capacity in the Northern Territory
- include a process for innovation such as design, prototyping, proof of concept trials and the like
- have strong market potential (including potential for export outside Australia)
- include a partnership between Digital Enterprise/s and Key Industry Sectors (or other sectors that achieve the Program objectives) operating in the Northern Territory to solve local challenges through Innovation.
- demonstrate a sound project delivery plan and co-contribution funding model.
- are commercialisation ready.

## 4. Program Processes

### 4.1. Outline of Process and Timeline

An indicative Program process is as follows:



Key dates on the timeline will be published on the Website. Please note that key dates may change from time to time and it is the Applicant's responsibility to ensure that they check the Website frequently for date changes.

### 4.2. Application and Assessment Process

#### Stage 1

Applicants are required to submit a brief outline of their Proposal on the application form for Stage 1 of the assessment process, by the relevant closing date. The application form for Stage 1 and closing date will be published on the Website.

Applicants may also be invited to give a presentation to the Department in support of their application (but note there is no obligation on the Department to request or hear a presentation).

The application form for Stage 1 will specify the following details:

- Names, addresses and ACN/ABN of the Applicant/s;
- Name, phone number and email address of the representative for the Applicant;
- A brief description of the Proposal and the Project;
- A statement that the Project will be carried out wholly within the Northern Territory, or if it is necessary to carry out a component of the Project outside the Territory then the reasons why;
- Brief details of the milestones proposed to be achieved, timing and amounts of payments in relation to achievement of milestones
- the estimated costs to complete the Project and the proposed completion date; and
- Brief details of how the Project will achieve the objectives outlined in clause 3.2.

It is expected that to the extent possible, Projects will be carried out wholly in the Northern Territory. If the Applicant considers that a component of the Project cannot be carried out in the Northern Territory then it must specify in its Proposal the reasons why the work cannot be carried out locally.

Applicants will be advised by the Department in writing that their Application has, or has not, been shortlisted to participate in Stage 2 of the assessment process.

## **Stage 2**

If an Application is shortlisted to participate in Stage 2, the Department will provide feedback on the proposal and the Applicant will be required to provide a fully costed and detailed Proposal.

Applicants may also be invited to give a presentation to the Panel in support of their application (but note there is no obligation on the Panel to request or hear a presentation).

Applicants should note that if they propose to procure work to be done on the Project outside the Northern Territory then they will be required to demonstrate the benefit/value to the Northern Territory from such procurement and how that will be achieved, together with written verification from the Industry Capability Network NT as to that fact, and written quote/s from the interstate business/es proposed to be engaged for that part or parts of the Project that cannot be carried out in the Northern Territory.

Once the detailed Proposal is completed, the Applicant must submit it via the application form for Stage 2 by the relevant closing date. The application form for Stage 2 and the closing date will be published on the Website.

Submissions of detailed proposals will not be considered if they are not uploaded to the Website by close of business in Darwin on the closing date for Stage 2.

After the closing date for Stage 2, all Applications will be assessed at the same time on a competitive basis by the Panel.

Projects most likely to secure an offer of Funding will be those that the Panel decides best achieve value for money and the objectives of the Program. The final decision as to successful Proposals will be made by the Department.

## **4.3. Funding**

### **Funding Amount**

Funding in respect of each Project will be:

- (a) a minimum of \$50,000.00 and a maximum of \$200,000.00 (exclusive of GST (if applicable)) negotiated at the Department's discretion and in a competitive process. The total value of a Project may exceed \$200,000.00, but funding will be capped at that amount; and
- (b) allocated on a dollar for dollar co-contribution basis between the Applicant and the Department to the costs of the Project.

### **Restriction on sources of funding and costs to be recovered using Funding**

The costs of conducting the Project that will be funded under the Program are restricted to the direct costs of developing innovative solutions, i.e. direct non-recurring costs to the business of carrying out the Project. For the avoidance of doubt, the Applicant must not factor in any amount in respect of profit margin, return on investment or other amount that is over and above actual costs of delivery of the Project, and Applicants may be required by the Department to provide evidence to substantiate cost estimates.

Consistent with the Northern Territory Government's Buy Local Plan, funding granted under the Program must not be used in payment of costs of the Project that are carried out in locations other than the Northern Territory

The Applicant must not source funding for Projects under this Program from any other funding arrangement with the Northern Territory Government and the Applicant may be required by the Department to identify their sources of proposed funding for any relevant parts of the Project that will be conducted outside the Northern Territory.

### **Letter of Offer of Funding and Funding Agreement**

Applications that are successful at Stage 2 will be sent a written letter of offer which will include the Funding Agreement fully populated with all the terms and conditions upon which the Funding is offered.

A successful Applicant may only accept an offer of Funding by the execution and return of the Funding Agreement by the date that is specified in the letter of offer.

The Recipient of Funding under the Funding Agreement will either be the Applicant, or one or more entities that form part of the Applicant, and the approved Proposal will become the project plan under the Funding Agreement.

Once a Funding Agreement is fully executed, the Project will be conducted, monitored and the Funding paid to the Recipient on the terms of the Funding Agreement.

## **5. Publication and Promotion**

The Recipient of grant monies must acknowledge the participation of the Northern Territory Government to the development of the Project in any publicity or promotion of the Project or any product or activity arising from it. Subject to this Clause 5 and Clause 8, the parties will discuss on a bona fide basis an appropriate level and timing of publicity in respect of the Project to ensure that both the Recipient and the Northern Territory Government achieve maximum exposure of the Project, while protecting the interests of any owner of new intellectual property developed during the Project. Notwithstanding this clause, Applicants should note that the Northern Territory Government intends to publish the names of Applicants and a brief description of the Proposals that are successful and are issued with a Letter of Offer.

## **6. New Intellectual Property**

Any intellectual property rights created as a result of the Funding being granted to a Recipient will be owned and used in accordance with the terms of the Funding Agreement, which will specify that intellectual property developed as part of the Project will be owned by the Recipient. No licence to use such intellectual property will be required by the Northern Territory Government.

The Applicant is responsible for dealing with the allocation of intellectual property rights as between all the entities that make up the Applicant and the Recipient (if they are different). The Department takes no responsibility to give advice about the Applicant's partnership or joint venture arrangements and Applicants must take their own independent legal and financial advice about such arrangements.



## 7. Due Diligence Audit and Compliance with Law

All participants acknowledge:

- (a) that the Department will conduct such due diligence enquiries on Applicants as the Department sees fit at any time before or during the course of the Program in order to ensure the integrity of the Program. Such enquiries may include (but are not necessarily limited to) company searches, court actions, bankruptcy searches, credit searches and on-site visits. Subject to any legal requirements for particular consents, participants acknowledge and agree to the Department having access to any private register of information for the purposes of this process; and
- (b) that it is a condition of participation in the Program that Applicants comply with all relevant laws; and
- (c) that the Independent Commissioner Against Corruption Act 2017 applies to organisations receiving grants from the Northern Territory Government. This Act requires (among other things) to ensure that none of its officers, employees, and/or members engage in improper conduct within the meaning of the Act.

## 8. Collection and Use of Information

The Department will collect all participants' personal information such as name and contact details for the purposes of the Program and to contact applicants about their applications. All information will be held by the Department and managed in accordance with the *Information Act* (NT). All participants in the Program consent to the Department using, storing and releasing their personal information for lawful purposes. Participants should note that the Department may seek and share information about a Proposal or a Project with other Northern Territory Government Departments for the purposes of assessing applications and maintaining the integrity of the Program but only on a needs to know basis.

Applicants should note that it is a condition of participation in the Program that it or they agree to the Department publishing the following details in the Department's Annual Report:

- Name and ABN of business;
- Address of business; and
- Brief description of nature of Project.

The Department retains the right to publicise outputs of the Program as it sees fit (but redacted of commercial in confidence information and intellectual property of an Applicant or a Recipient of grant monies). Non-sensitive information about the Program may be made available as open data in accordance with the Northern Territory Government's open data policy.

All members of the Panel will sign declarations of interest and confidentiality before detailed Proposals are assessed. Employees of the Northern Territory Government are bound by the Code of Conduct pursuant to the *Public Sector Employment and Management Act* (NT), to keep all information coming to their attention in the course of their employment, confidential.

Suitable arrangements will be made by the Department to ensure so far as is possible that access to documents and electronic copies of Proposals is kept secure at all times.

The Department will only ever use the information collected in accordance with the Northern Territory Government's Information Privacy Principles. These principles are available at [infocomm.nt.gov.au/privacy/information-privacy-principles](http://infocomm.nt.gov.au/privacy/information-privacy-principles) or by contacting the Information Commissioner Northern Territory on 1800 005 610.

By applying to participate in the Program and providing information to the Department, participants agree to the Privacy Statement below.

## 9. Privacy

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).

You have the right to access and correct information held about you. For further information on how to access information you have provided to the Department as a condition of participating in the Program, please contact us.

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 participant eligibility; audit; monitoring; evaluation; and reporting.

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

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

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

## 10. Monitoring and Evaluation

It is important for the Department to be able to evaluate the effectiveness of the Program, and therefore an Applicant might be required to work collaboratively with the Department to share information and allow it to monitor progress of the Project from time to time during and after the term of the Funding Agreement.

This obligation will be in addition to the formal requirements to report on the outcomes of the Project in accordance with the terms of the Funding Agreement.

## 11. Release and Indemnity

By applying to participate in the Program and as a continuing obligation the Applicant declares 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 he/she/they may suffer of any nature whatsoever (including without limitation personal injury or death) caused or contributed to by participation in the Program or entry into a Funding Agreement.

The release and indemnity contained in this clause survives the period of participation in the Program and continues for the benefit of the Northern Territory Government.

## 12. Mandatory Vaccination Requirement

It is a further condition of this agreement that the mandatory vaccine requirements (COVID-19) – version 1 at <https://nt.gov.au/industry/procurement/understanding-the-rules/conditions-contract/covid-19-mandatory-requirements> which condition is incorporated by reference with the same force and effect as though fully set out in this document.

## 13. Program Changes and End

The Funding will be distributed in one round only following the assessment of Stage 2 Proposals. The Program will commence on 24 November 2021 and conclude when the allocated funding is exhausted.

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 without notice;
- accept or reject any Proposal in its absolute discretion; or
- cease the Program at any time should Northern Territory Government policy change (subject to completion of Funding Agreements that have already been entered into).