

Territory Small Business Financial Fitness Fund

Peak Bodies

Terms and Conditions

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1. Program Parameters

1.1. Introduction

The Territory Small Business Financial Fitness Fund ('Program') is part of the Northern Territory Government's Jobs First Plan and is designed to help small businesses (including not for profit organisations) access financial sustainability training programs specific to their needs.

The following outlines the terms and conditions for the Peak Bodies component of the Program. For information regarding the Training Provider component, refer to the terms and conditions 'Territory Small Business Financial Fitness Fund – Training Providers'.

1.2. Program Objective

The Northern Territory Government's Jobs First Plan recognises that good financial literacy is critical in understanding, analysing and making good business decisions. As a result, the Program has been developed to help Territory businesses understand and manage the financial health of their organisations.

Training programs should:

- build a greater understanding by businesses of their financial position; and
- help develop strategies to improve financial sustainability, enhancing the ability to start, grow and maintain business activity in the long term; and
- improve the financial and analytical capabilities of key employees, helping them manage the business more effectively.

Peak Bodies are only allowed to deliver a training program specific to their sector.

2. Program Definitions

Assessment Panel means a group of appropriately skilled and experienced individuals nominated by the Department who critically assess applications based on predetermined criteria and decide which Peak Bodies will deliver the training program and receive Grant Funding under the Program.

Audit means the Department's right to check original documents and undertake inspections of premises where training is being conducted and the books of account of a Peak Bodies to ensure that Grants are spent and training is carried out in accordance with the objectives and terms and conditions of the Program.

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

Excluded Recipients for the avoidance of doubt include individuals, public and private schools, private and public educational institutions, government agencies and government owned bodies, statutory corporations and local government bodies.

Grant is the amount the Department will pay to an Eligible Peak Body pursuant to the terms of a formal agreement between the Northern Territory Government and the Peak Body for the purposes of the Program. Grants may be awarded up to a maximum of \$250,000.00 (exclusive of GST) in contribution to the overall costs of delivering the program *at no charge to the Peak Body's membership*.

Peak Body is an eligible legal entity that:

- holds a current valid Australian Business Number; and
- can produce written evidence (via its Constitution or other governing documents) that it is a Peak Body; and
- has a significant permanent presence – maintains an office, facilities or other permanent base in the Northern Territory; and
- 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.

Program means the Territory Small Business Financial Fitness Fund described in these terms and conditions.

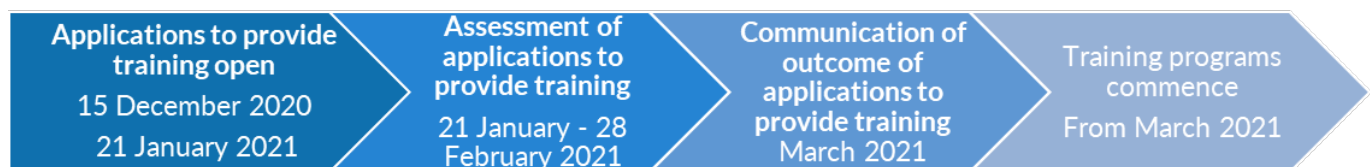
Territory Enterprise is a business that satisfies all of the following:

- operating in the Northern Territory – the enterprise is currently engaged in productive activities out of premises within the Northern Territory (ie production of goods or delivery of services); and
- has a significant permanent presence – the enterprise maintains an office, manufacturing facilities or other permanent base in the Northern Territory; and
- employs Northern Territory residents.

Website means businessrecovery.nt.gov.au

3. Program Participation

The process for participation in the program is as follows:



Applications will be accepted from peak industry bodies that meet the eligibility criteria in these Terms and Conditions. Joint applications will be considered, however the primary applicant must be a Territory Enterprise and otherwise meet the Eligibility Criteria. If a joint application is made, the primary applicant must manage and lead the project and legal arrangements must be in place with all participants in the application prior to the application being submitted.

3.1. Application Process

Peak Bodies must register their interest to deliver a training program specific to their sector by submitting an application by following the links at <http://businessrecovery.nt.gov.au> from 9:00am on 15 December 2020 to 5:00pm on 21 January 2021. Applicants are encouraged to contact us for further information and advice by emailing workforcent.itt@nt.gov.au.

As part of the registration process, Peak Bodies must submit a business case which includes:

- a) detailed rationale for the proposal, including:
 - i. demonstrated demand;

- II. how it addresses the financial needs of Territory small businesses and not-for-profit organisations;
 - III. ability and capacity to deliver the program, including in regional areas;
 - IV. expertise and experience of the trainers; and
 - V. identify which components of the program are accredited and non-accredited;
- b) a budget including all costs associated with the course delivery and the minimum number of students required to ensure viability of the delivery of each session;
 - c) a plan outlining how the course(s) will be delivered, the length of the course, the location of training and when/ how the training is to be delivered;
 - d) outline of flexibility mechanisms to accommodate student working arrangements to maximise participation in the training program (for example, will virtual live training be available);
 - e) a statement agreeing to collect data from course participants and communicate these to the Department for reporting purposes; and
 - f) an evaluation plan, including key metrics to measure success.

3.2. Assessment of Proposals

The Assessment Panel will use the information submitted under 3.1 Application Process to determine which Peak Bodies will receive a Grant under the Program.

Other considerations include:

- a) whether the Peak Body has the ability and expertise to manage and deliver their proposal and all of its elements;
- b) how the proposal meets 'value for the Territory' in line with the NT Government's Buy Local Plan;
- c) how each proposal compares with other proposals received to deliver the training; and
- d) flexibility to accommodate student working arrangements to maximise participation in the training program and be flexible with delivery.

The Department will assess each application on its merit and retains an absolute and unfettered discretion to admit a Peak Body to the Program, or not.

As part of its assessment process, the Department may consult with and provide material from the application to other government agencies or bodies, other organisations and/or relevant businesses or individuals, in order to substantiate any claims or statements made in the application, or to otherwise assist it in the assessment of the application.

The Department will conduct business checks and other due diligence as part of the assessment process, including consulting with other government agencies or bodies, other organisations and/or relevant individuals, in order to substantiate any claims or statements made in the application, to ascertain the viability and relevance of the proposed project, or to otherwise assist in the assessment of the application.

3.3. Funding Agreement

Successful Peak Bodies will have 30 days from the date of a formal written offer from the Department, in which to accept or decline a Grant. Once accepted, Peak Bodies will be required to sign a funding agreement with the Department. Grant Funding will be paid directly to the successful Peak Bodies as outlined below, and otherwise upon and subject to the terms of the funding agreement.

1. 30% upfront on signing of Funding Agreement
2. 40% on receipt of a progress report
3. 30% on receipt of final report including evaluation of program

3.4. Reporting Requirements

Peak Bodies successfully registered under the Program will be required to submit the following:

- an evaluation report, including key metrics to measure success, at completion of the training program; and
- where applicable, relevant Australian Vocational Education and Training Management Information Statistical Standard (AVETMISS) compliant data for all training activity; and
- where applicable, details of successful engagement or positive outcomes for promotional purposes; and
- number of participants, training outcomes, expenditure breakdown (money spent) and a student survey; and
- any additional information requested by the Department.

3.5. Student Survey

Students who have undertaken a training program funded under this Program are to be surveyed at the conclusion of the course, and again six months after completion of the course. The process for undertaking the survey will be at the Peak Body's discretion. The survey results are to be provided to the Department in the form of a report no later than nine months after Students have completed their course, unless otherwise agreed.

4. Program Changes

The Department reserves the right to:

- vary these terms and conditions, the eligibility criteria or any other documented rule or procedure relating to the Program at any time;
- accept or reject any application for participation in the Program in its absolute discretion'
- decide in its discretion whether a Peak Body does or does not meet the intent of the eligibility criteria for participation;
- remove a Peak Body from further participation in the Program where the Department has reasonably determined that the Peak Body is no longer a Peak Body, is in breach of these terms and conditions, a funding agreement, or its governing legislation (if any), or is otherwise not complying with the objective, intent or expectation of the Program,
- cease negotiations in relation to a funding agreement with a Peak Body if it becomes clear to the Department that the parties are unable to mutually agree the terms of the funding agreement, or
- cease the Program at any time should the Northern Territory Government policy change.

5. 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 in order to ensure the integrity of the Program and that the allocated funding is used strictly in accordance with the intent of the relevant government policy. Such enquiries may include (but are not necessarily limited to) company, association and business name searches on a business, title and other searches for the Premises, searches of the courts and / or the trustee in bankruptcy and enquiries of private businesses or institutions as the Department sees fit; and
- (b) that it is a condition of participation in the Program that participants comply with all relevant laws, including the *Payroll Tax Act 2009* and *Taxation Administration Act 2007* and, without limitation, that Peak Bodies 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.

All participants in the Program acknowledge and expressly agree to the Department seeking from and sharing information with other NT Government agencies, as well as such external professional advisers as it may need to do in order to assess eligibility.

The Department reserves the right to conduct an Audit at any during the Program or 12 months after the Program's End Date.

By applying to participate in the Program, participants declare that they expressly agree to the Department having access to any private register of information and to the Department using, storing and releasing for lawful purposes, their information, including personal information.

6. 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 www.infocomm.nt.gov.au/privacy/information-privacy-principles or by contacting the Information Commissioner Northern Territory on 1800 005 610.

Participants should read the Department's [Privacy Policy¹](#) and by providing information to the Department under the Program, participants agree to the following Privacy Statement:

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;

¹ <https://business.nt.gov.au/business/publications/policies/privacy-policy>

- (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.

By applying to participate in the Program, you also consent to a tax officer of the Territory Revenue Office disclosing to the Department confidential information obtained in the administration of a taxation law relating to your identity and personal or financial affairs, including any tax defaults or overdue returns.

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.

7. Release and Indemnity

By applying to participate and as a continuing obligation throughout any period of participation in the Program, the Peak Body 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 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.

8. Disputes and Complaints

The Department is not responsible for resolving any disputes between Program participants and the parties to the dispute will need to take independent legal advice.

For disputes and complaints relating to applications for registration and payment of Grant Funding, participants can [contact the Department](#)².

9. Program End

This Program ends on 31 January 2022. This means that all approved courses must have been completed by that date. The Department reserves the right to change or end the program at any time should the Government's policy direction change.

² <https://businessrecovery.nt.gov.au/contacts>