

Territory Small Business Financial Fitness Fund

Training Providers

Terms and Conditions

Contents

1. Program Parameters	3
1.1. Introduction.....	3
1.2. Program Objective	3
2. Program Definitions	3
3. Program Participation	4
3.1. Application Process	4
3.2. Assessment of Proposals	5
3.3. Funding Agreement	5
3.4. Reporting Requirements	6
4. Program Changes	6
5. Due Diligence, Audit and Compliance with Law	6
6. Privacy	7
7. Release and Indemnity	8
8. Disputes and Complaints	8
9. Program End	8

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

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.

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 Training Providers 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 Training Provider 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.

Eligible Training Providers or Provider is a training provider that:

- is a legal entity (a natural person or an incorporated entity); and
- is a Territory Enterprise; and
- holds a valid Australian Business Number as of the date of announcement of this Program (10 November 2020); and
- was providing its services wholly or substantially in the Northern Territory as of the date of announcement of this Program (10 November 2020); 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; and

- can demonstrate appropriate relevant expertise in delivering training programs.

Excluded Recipient means public and private schools, government agencies and government owned bodies, statutory corporations and local government bodies.

Grant is the amount the Department will pay to the Eligible Training Provider in payment for the delivery of training to individual businesses pursuant to the terms of a formal agreement between the Northern Territory Government and the Provider.

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:

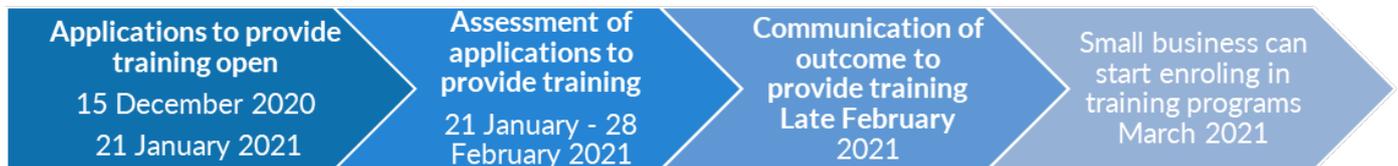
- operating in the Northern Territory - the enterprise is currently engaged in productive activities out of premises within the Northern Territory (i.e., production of goods or delivery of services); and
- has a significant permanent presence - the enterprise maintains an office, manufacturing facilities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

Website means businessrecovery.nt.gov.au

3. Program Participation

The Program is open to Providers to register training programs aimed at improving the financial capability of Territory small businesses.

The process for participation in the program is as follows:



Applications will be accepted from these types of organisations:

- registered training organisations
- industry associations or enterprises with appropriate expertise
- industry associations or enterprises partnering with a registered training organisation

Applications must be made to the Department and comply with all processes and procedures contained in these Terms and Conditions and that the Department may otherwise set from time to time.

3.1. Application Process

Providers must apply to participate in the Program. Applications must be submitted 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, Providers must submit a business case which includes:

- a) An outline of the training program, including:
 - I. how it addresses the financial needs of Territory small businesses and not-for-profit organisations;
 - II. ability and capacity to deliver the program
 - III. expertise and experience of the trainers
 - IV. 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
- f) an evaluation plan, including key metrics to measure success

3.2. Assessment of Proposals

The Assessment Panel will use the criteria under 3.1 Application Process to determine which Training Providers will receive Grant Funding under the Program.

Other considerations include:

- a) whether the Providers have the ability and expertise to manage and deliver their proposal and all of its elements; and
- 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.
- 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 training providers to the Program, or not.

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.

If the registered training program is approved, the Provider will be required to enter into a formal agreement with the NT Government in relation to the delivery of the approved program. Once a formal agreement has been signed, the details of the Provider and the training program being offered by it will be listed on businessrecovery.nt.gov.au. This list will be available to Territory businesses and not-for-profits, which will then select the most appropriate training program for their business needs.

3.3. Funding Agreement

Successful Providers 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, Training Providers will be required to sign a funding

agreement with the Department. Grant Funding will be paid directly to the successful Training Provider as outlined below, and otherwise upon and subject to the terms of the funding agreement.

1. 80% upfront on signing of Funding Agreement
2. 20% on acquittal

3.4. Reporting Requirements

Providers 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.

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 Provider does or do not meet the intent of the eligibility criteria for participation'
- remove a Provider from further participation in the Program where the Department has reasonably determined that the Provider is no longer a Provider, is in breach of these terms and conditions or a formal agreement, or is otherwise not complying with the objective, intent or expectation of the Program,
- cease negotiations for a formal agreement with a Provider if it becomes clear to the Department that the parties are unable to mutually agree the terms of the 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 Providers 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;
- (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

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

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 Provider 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 closes 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>