

Trade Support Scheme – COVID-19 Quick Response Grants

Round 3

Terms and Conditions

Effective 12 August 2021

Contents

1. Program Parameters	3
1.1. Introduction.....	3
1.2. Program Objective	3
1.3. Program Definitions.....	3
2. Program Participation	5
3. Eligibility Criteria and Processes	6
3.1. Eligibility.....	6
3.2. Grant Application Process.....	6
3.3. Quotation Process	6
3.4. Grant Approval Process	7
3.5. Time Limits and Reimbursement of Funding for Eligible Works	7
3.6. Ineligible Works.....	7
4. Incentives and Financial Benefits	7
5. GST	8
6. All Works at Risk of Recipient	8
7. Program Changes	8
8. Cancellation of Grant Funding	8
9. Due Diligence, Audit and Compliance with Law	8
10. Privacy	9
11. Release and Indemnity	10
12. Disputes and Complaints	10
13. Program End	10

1. Program Parameters

1.1. Introduction

The Trade Support Scheme Quick Response Grants ('Program') is an initiative to help Northern Territory businesses affected by the COVID-19 pandemic to engage with international markets and customers, and adapt to the disruptions impacting global trade.

1.2. Program Objective

The Program is open to Territory businesses that have been adversely impacted as a result of global supply chain disruptions and travel restrictions in place as a result of the COVID-19 pandemic. The Program is a temporary measure to allow Eligible Recipients to access funding under the Trade Support Scheme while international travel is restricted. The Program follows on from the Northern Territory Government's Trade Support Scheme Quick Response Grants, Round One, which closed on 30 June 2020, and Round Two, which closed 30 June 2021.

The Program will provide matched funding for applicants to carry out approved Eligible Works that will drive increased revenue and export activity for their businesses through the delivery of export plans or digital solutions to reach international customers.

1.3. Program Definitions

Applicant means a business applying to the Program who is also an Eligible Recipient.

An **Approval Confirmation Letter** is the formal written approval issued to successful Eligible Recipients by the Department.

Audit or Spot Audit means the Department's right to check original documents and undertake onsite inspections of property where Works are completed, or verify that Works were provided in line with the quotation and otherwise in accordance with the terms of the Program.

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

An **Eligible Recipient** is a business that:

- (a) is a legal entity that held and continues to hold a valid Australian Business Number (ABN) as at 12 August 2021, the date of announcement of the Program's current round; and
- (b) is a Territory Enterprise; and
- (c) has not had a liquidator or external administrator appointed and is not insolvent; and
- (d) has a business plan; and
- (e) is either open for business at the time of application, or intends to re-open for business within 3 months of the date of application; and
- (f) can provide evidence the existing business is Export Ready and any other information required on the application form; and
- (g) (if applicable) has successfully acquitted funding previously received under the Trade Support Scheme; and
- (h) is not an Excluded Recipient.

Eligible Works are works falling into one of the following categories:

- (a) **Export Planning:** Projects which engage specialised export consultants to develop or update export strategies and plans that support Eligible Recipients to enter, re-engage or expand into international markets; or
- (b) **Digital Solutions:** Projects to support Eligible Recipients to adapt to the international digital trade environment and projects to undertake international market engagement activities, including:
 - a. develop or modify e-commerce platforms and websites, including related foreign language translations
 - b. innovative use of digital platforms to reach international customers and the development of targeted social media strategies
 - c. participation in virtual/online events and tradeshow
 - d. promotional resources to reach identified international customers

Excluded Recipient means individuals, government agencies, government owned bodies and local government bodies.

Excluded Works means:

- (a) one-off or on-going subscription fees and licences, including Search Engine Optimisation (SEO) and AdWords subscriptions
- (b) works which pay for the delivery of social media campaigns, such as paid advertising on social media channels and influencer marketing
- (c) works that are to be carried out by the Eligible Recipient on a 'Do it Yourself' basis
- (d) works carried out by a business where they have not complied with all relevant laws
- (e) works that are 'business as usual' activities such as projects that support a business to deliver day to day functions
- (f) payment of liabilities of the Eligible Recipient or "business as usual" type payments such as wages, loan repayments and the like
- (g) such other works as may be specified by the Department from time to time on the Website

Export Ready means:

An Eligible Recipient is sufficiently skilled and equipped to enter international markets, demonstrated by:

- (a) evidence of a business plan; and/or
- (b) evidence of an export plan, if the application relates to projects under the Digital Solutions Category (Eligible Works b.); and
- (c) meets Export Ready eligibility criteria as outlined in the application form

Grant Funding is a cash reimbursement issued by the Department strictly on the basis of dollar for dollar co-contribution by the Eligible Recipient to the total cost of the Eligible Works (excluding GST) and up to the Maximum Grant Amount.

Minimum Grant Amount means the sum of \$1000.00 (exclusive of GST) per application.

Maximum Grant Amount means the sum of \$7500.00 (exclusive of GST) per application.

Program means the Trade Support Scheme Quick Response Grant.

Related means:

- (a) in relation to a company:
 - i. a director or member of the body or of a related body corporate; or
 - ii. a Relative of a director or member; or
 - iii. a Relative of the spouse of a director or member; or
 - iv. an employee of the company or a Relative of an employee of the company.
- (b) in relation to any other kind of legal entity,
 - i. a proprietor, partner or any other person exercising control (whether on their own or jointly with others) over the management of the business providing the service; or
 - ii. a Relative of any person falling within (b)i. above; or
 - iii. an employee of the business providing the service or a Relative of an employee of the business providing the service
- (c) in relation to a person, means a Relative of that person.

Relative in relation to a person, means the spouse, parent or grandparent, child or grandchild or brother or sister of the person.

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 <https://nt.gov.au/tradesupport>.

2. Program Participation

The Program is open to Eligible Recipients to apply for Grant Funding for the following categories of Eligible Works:

- Export Planning:
 - Only one application per Eligible Recipient can be made for this category
 - Maximum Grant Amount for this category is \$7500 based on a 50:50 co-contribution by the Eligible Recipient.
- Digital Solutions:
 - No limit to the number of applications made to this category
 - A separate application needs to be submitted for every digital solutions project the Eligible Recipient wants to undertake
 - A copy of the Eligible Recipient's current export strategy or plan is required to be lodged with the application
 - Maximum Grant Amount for this category is \$7500 per application, with a 50:50 co-contribution by the Eligible Recipient.

To ensure fairness and equity, an Eligible Recipient's first Digital Solutions application will be assessed in the order received. Any subsequent applications will only be assessed:

- after all other first applications have been assessed; and
- subject to grant funding availability.

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.

Participation in the Program may be revoked by the Department by notice in writing to an Eligible Recipient and if revoked then the Eligible Recipient will be thereupon no longer eligible to participate in the Program. Ongoing eligibility to participate is at the discretion of the Department in all things (acting reasonably), but eligibility will not be revoked unless the Department:

- a. has received information that tends to indicate that the Eligible Recipient or other relevant parties has acted, or is likely to act, in a manner that is or may reasonably be, unconscionable, unlawful, or otherwise unbecoming of participation in a government funded program, including not meeting their Northern Territory tax obligations; and
- b. has made all reasonable prudent enquiries required in the circumstances to verify that the information is prima facie justified; and
- c. has put written details of its concerns to the Eligible Recipient and given it a reasonable opportunity to answer the allegations (but noting that under no circumstances is the Department required to provide any details which may tend to identify the complainant).

3. Eligibility Criteria and Processes

3.1. Eligibility

Only an Eligible Recipient may participate in the Program and apply for Grant Funding. An Eligible Recipient must not apply for Grant Funding if it is Related to or a Relative of the business providing the quotation.

3.2. Grant Application Process

Applications must be submitted in full through <https://businessnt.smartygrants.com.au/TSS-Round3>

As part of the application, the Eligible Recipient must include:

1. Professionally prepared financial statements for the last two years of trading
2. A copy of their business plan
3. Itemised quotes for Eligible Works from a Territory Enterprise(s) or itemised quote from a non-Territory Enterprise together with supporting evidence that demonstrates the unavailability and/or unsuitability of a Territory Enterprise to carry out the Eligible Works.
4. (if not applying for one) A copy of their current export plan or strategy
5. Any additional information that will assist in assessing the application

3.3. Quotation Process

An Eligible Recipient must first seek quote(s) from Territory Enterprises to carry out the Eligible Works. If a Territory Enterprise is unable to provide the required services, an Eligible Recipient may then seek quotations from businesses outside of the Territory. Eligible Recipients are required to provide evidence

that they have checked with the NT Industry Capability Network (ICN NT) that the required services are not available in the Northern Territory prior to seeking quotations from outside <https://www.icn.org.au/regions/northern-territory/northern-territory-submit-enquiry/>.

If the Eligible Recipient is unable to obtain a quote for the Eligible Works, for example because they are intending to participate in a virtual trade show, they must submit alternative proof of cost with their application.

The quote (or alternative information) must clearly outline the project the Eligible Recipient wishes to carry out and the associated costs.

Recipients cannot obtain Grant Funding in respect of quotes for Works from service provider businesses which are Related to (or a Relative of) the Recipient.

3.4. Grant Approval Process

Eligible Works must only commence after an application has been approved by the Department by way of the issue of an Approval Confirmation Letter **Any works commenced or completed prior to an Eligible Recipient receiving this letter will be ineligible for reimbursement.** Once approval has been received and the Eligible Works have been carried out, the Eligible Recipient is entitled to apply to the Department for reimbursement of costs on a 50-50 co-contribution basis, after providing evidence that the service provider has been paid in full.

3.5. Time Limits and Reimbursement of Funding for Eligible Works

Eligible Recipients must submit all invoices for re-imburement within **six months** of receiving their Approval Confirmation Letter, after which they will be unable to receive any funding for the Eligible Works.

Reimbursements will only be made in Australian dollars (AUD). If an Eligible Recipient submits an invoice in a foreign currency the amount will be converted into AUD based on the exchange rate the day the Eligible Works were originally paid by the Eligible Recipient.

3.6. Ineligible Works

Should the Department's Spot Audits or other additional due diligence reveal that approved works were in fact ineligible, no grant shall be provided to the applicant and if funding was already provided, the monies will have to be refunded.

4. Incentives and Financial Benefits

A service provider business must not offer to a Recipient, and a Recipient must not ask for or accept from the service provider business (or anyone acting on behalf of the business), any offer of a benefit (whether monetary or otherwise) to the Recipient or any third party, as inducement to the Recipient to accept a quotation, other than the completion of the Eligible Works set out and described in the quotation.

Should any proposed services include works and/or goods/materials that already entitle the Eligible Recipient to a rebate, discount or other financial benefit whether from the Northern Territory Government or not ('benefit'), the Grant Funding amount or amounts will be reduced by the amount of such benefit to avoid double-dipping.

5. GST

The approved Grant Funding is exclusive of GST. If the service provider carrying out the Eligible Works is registered for GST and this is reflected in the invoice(s) submitted by the Eligible Recipient, the Department will pay the GST amount on the value of the approved Grant Funding.

6. All Works at Risk of Recipient

The Department takes no responsibility for any damage or loss of any kind accruing to the Recipient in the event that the quoting business fails to complete the Eligible Works by the cut off dates (or at all), including loss of benefit and use of Grant Funding.

By making an application for the Program, the Recipient declares and warrants to the Department that it has read, understood and fully accepts these Terms and Conditions and fully releases and indemnifies the Department against any loss or damage he/she/they may suffer of any nature whatsoever (including without limitation personal injury or death) whether in relation to the goods and materials supplied and/or conduct of the works (or lack thereof). The Recipient further confirms that all required permits, certificates and licenses required to carry out the Eligible Works have been obtained.

7. 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
- decide in its discretion whether an Eligible Recipient or Works do or do not meet the intent of the eligibility criteria for participation (notwithstanding that it may meet the requirements of the relevant definition), or
- cease the Program at any time should the Northern Territory Government policy change in which case no further grants will be issued.

8. Cancellation of Grant Funding

Should the Recipient require the cancellation or amendment of their approved Grant Funding, they must contact us¹ **within one month** of receiving their Approval Confirmation Letter.

9. 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 and business name searches, checks on Eligible Works, searches of the courts and/or the trustee in bankruptcy; and
- (b) that it is a condition of participation in the Program Eligible Recipients comply with all relevant laws, including the Payroll Tax Act 2009 and Taxation Administration Act 2007 and, without limitation,

¹ <https://businessrecovery.nt.gov.au/contacts>

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.

The Department reserves the right to conduct an Audit at any time before issue of an Approval Confirmation Letter, or within 12 months after the Program ends.

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

Participants must provide a statutory declaration in the form and as to the matters as required by the Department from time to time and published on the Website. A Recipient that cannot make the declaration will not be admitted to participate in the Program.

10. 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.

Recipients should read the Department’s [Privacy Policy²](#) and by providing information to the Department under the Program, Businesses and Recipients 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, applicants 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.

² <https://industry.nt.gov.au/privacy>

11. Release and Indemnity

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

12. Disputes and Complaints

The Department is not responsible for resolving any disputes between Recipients and service provider businesses. Recipients must conduct their own due diligence on any proposed service provider.

Consumer Affairs can be contacted on 1800 019 319 or go to www.consumeraffairs.nt.gov.au to find information on [dispute resolution](#)³.

If a dispute cannot be resolved by reference to the above, the parties to the dispute will need to take independent legal advice.

For disputes and complaints relating to applications to the Program the Eligible Recipient can [contact us](#)⁴.

13. Program End

The Program is the result of a decision by the Northern Territory Government to provide continuation of a once-off, short term economic stimulus.

Eligible Recipients will be able to apply from 12 August to 30 November 2021 or until all funding is fully committed, whichever is sooner.

³ <https://consumeraffairs.nt.gov.au/for-consumers/complaints-and-disputes>

⁴ <https://businessrecovery.nt.gov.au/contacts>