



**ADVANCE QUEENSLAND
QUEENSLAND - CHINESE MOST
COMMERCIALISATION PARTNERSHIP PROGRAM
FINANCIAL INCENTIVE AGREEMENT
TERMS AND CONDITIONS**

(version 2016-17)

These Terms and Conditions form part of the Agreement made between:

STATE OF QUEENSLAND acting through the Department of Science, Information Technology and Innovation (ABN 41 841 375 926) (“the Department”)

and

THE RECIPIENT named in the Application as the applicant organisation (“the Recipient”).

BACKGROUND:

The Queensland Government has established the Advance Queensland, Queensland – Chinese MOST Commercialisation Partnership Program (CPP) to support Queensland-based businesses and entrepreneurially-minded researchers to further the technology transfer and/or commercialisation of Queensland-developed technologies.

1. Relationship between the Parties

A Party is not by virtue of this Agreement the employee, agent or partner of the other Party and is not authorised to bind or represent the other Party.

2. Recipient Obligations

2.1 The Recipient agrees to undertake the Project in accordance with this Agreement.

2.2 In undertaking the Project, the Recipient must:

- (a) exercise reasonable diligence, care and skill;
- (b) administer the Funding in accordance with the Agreement to complete the Project;
- (c) not replace the Project Manager with another person, without the Department’s prior written consent;
- (d) provide the required information, reports and financial acquittal statements detailed in Schedule 2 of the Agreement;
- (e) complete the Project Milestones by the relevant Milestone dates as outlined in Schedule 2 of the Agreement;
- (f) notify the Department of any matter that may affect eligibility for Funding under the Guidelines;

- (g) not assign, transfer or subcontract its obligations;
- (h) notify the Department of any breach of these terms or any matter that may affect the performance of the Agreement; and
- (i) comply with all relevant laws.

3. Deliverables, records, access and audit

3.1 The Recipient agrees to:

- (a) submit the reports outlined in Item 13 of Schedule 1 of the Agreement by their due dates;
- (b) provide information to the Department regarding the outcomes of the Project up to 24 months after submitting the final report, if requested by the Department;
- (c) complete and return an annual survey form to the Department regarding the Project, if requested by the Department;
- (d) provide any information reasonably requested by the Department; and
- (e) allow the Department’s employees, contractors and agents to access the premises and inspect records, documentation related to the Agreement and/or audit the performance of the Agreement, upon reasonable notice.

4. Payment

4.1 The Department agrees to pay the Funding to the Recipient upon the Recipient

- (a) achieving the relevant Project Milestone;
 - (b) providing any reports, surveys and financial statements due in accordance with the Agreement;
 - (c) providing the Department with a correctly rendered invoice; and
 - (d) complying with this Agreement;
- to the State’s reasonable satisfaction.

4.2 The Department may by notice withhold payment of any amount where it reasonably believes the receiving Party has not complied with this Agreement or is unable or unwilling to undertake the Project.

4.3 A notice under clause 4.2 will contain the reasons for any payment being withheld and the steps the Party can take to address those reasons.

4.4 The Department will pay the withheld amount once the Party has satisfactorily addressed the reasons contained in a notice under clause 4.2.

5. Repayment

5.1 If any of the Funding has been spent other than in accordance with this Agreement or any amount of the Funding is additional to Project requirements, the Recipient agrees to repay that amount to the Department.

5.2 The amount to be repaid under clause 5.1 may be deducted by the Department from subsequent payments of the Funding.

6. Intellectual Property Rights

6.1 Nothing in this Agreement affects the ownership of Intellectual Property Rights in Material produced prior to, or independently of, this Agreement (including any enhancements of that Material).

6.2 The parties agree that all Intellectual Property Rights in the Project Material (excluding reports) created during the Agreement vests upon creation in the Recipient.

6.3 Intellectual Property Rights in reports vest upon creation in the Department.

6.4 The Recipient acknowledges and agrees to take all appropriate legal, technological and security measures and safeguards to protect its Intellectual Property Rights in relation to the Project.

7. Acknowledgements

7.1 The Recipient agrees to acknowledge the Department's support in Material published in connection with this Agreement.

7.2 The Department may publicly disclose the Recipient, Funding and the general details of the Project, subject to notified commercial-in-confidence restrictions.

7.3 The Parties agree to make their officers available for media opportunities.

8. Privacy

8.1 When dealing with Personal Information in performing their obligations, the Parties agree not to do anything which, if done by the Department, would be a breach of an Information Privacy Principle.

8.2 The Recipient consents and must ensure its personnel consent to their personal information being used and disclosed by the Department as contemplated under this Agreement.

9. Confidentiality

9.1 A Receiver (of Confidential Information):

- (a) must not, without the prior approval of the Discloser, use, make public or disclose to any person any Confidential Information;
- (b) must immediately notify the Discloser if it becomes aware of any unauthorised use of disclosure of the Confidential Information;
- (c) must keep all Confidential Information in a secure location so that no unauthorised person is able to gain access to it;
- (d) may disclose Confidential Information only:
 - (i) to its personnel who are aware that the Confidential Information is confidential and are subject to the same obligations of confidentiality as the Receiver and only to the extent necessary to exercise its rights and perform its obligations under this Agreement;
 - (ii) to the extent required by law, provided that the Receiver must use its best endeavours to immediately notify the Discloser prior to the information being disclosed;
 - (iii) to the Receiver's professional advisers; and
 - (iv) if the Department, to Chinese MOST authorised personnel and Chinese incubator authorised personnel to the extent required under this Agreement.
- (e) will ensure that its personnel comply with any obligations of confidentiality in relation to the Confidential Information and will enforce those obligations in case of breach.

10. Dispute resolution

10.1 The Parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.

10.2 The Parties agree to continue to perform their respective obligations under this Agreement while a dispute exists.

10.3 The procedure for dispute resolution does not apply to action relating to termination or urgent interlocutory relief.

11. Termination for default

11.1 The Department may terminate this Agreement immediately by notice where it reasonably believes the Recipient:

- (a) has breached this Agreement, if the Department reasonably considers such breach is not capable of remedy;
- (b) has submitted information in the Application for Funding which is found to have been false or misleading;

- (c) has failed to maintain satisfactory progress towards completion of the Project;
- (d) has become ineligible for Funding under the Guidelines attached in Schedule 4 of the Agreement;
- (e) has withdrawn from the Project; or
- (f) has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.

11.2 The Department may immediately terminate this Agreement by notice, if a Recipient has failed to remedy a breach of the Agreement within 20 business days of service of a notice upon that Recipient detailing the breach.

11.3 Upon termination or expiration of the Agreement, the Recipient must deliver to the Department (within 20 business days):

- (a) all reports due under the Agreement at the date of termination or expiration;
- (b) the pro-rata amount of the Funding, calculated from the date of termination or expiration to the Completion Date, that the Recipient is not entitled to; and
- (c) any unspent Funding, or Funding not spent in accordance with the Agreement, which will be a debt due to and recoverable by the Department.

12. Termination for convenience

12.1 The Department may terminate this Agreement by 20 business days' notice, due to a change in government policy.

12.2 The Recipient agrees on receipt of a notice of termination under clause 12.1, to stop the performance of its obligations as specified in the notice, and take all available steps to minimise loss resulting from that termination.

12.3 In the event of termination under clause 12.1, the Department will be liable only to:

- (a) pay any part of the Funding due and owing for activities satisfactorily performed, to the Recipient under the Agreement at the date of the notice; and
- (b) reimburse any reasonable expenses the Recipient unavoidably incurs that relate directly to the termination and are not covered by 12.3(a).

12.4 The Department's liability to pay any amount under this clause is subject to the Recipient's compliance with this Agreement and the total amount of the Funding.

13. Indemnities

13.1 Subject to clause 13.4, the Department's liability in connection with this Agreement is limited in aggregate to the Funding amount.

13.2 The Recipient is liable for and indemnifies the Department against any claim, loss or damage arising in connection with:

- (a) the Recipient's and its employees, contractors and agents act or omission; or
- (b) the Recipient's breach of the Agreement.

13.3 The Recipient's obligation to indemnify the Department will reduce proportionally to the extent any act or omission involving fault on the part of the Department contributed to the claim, loss or damage.

13.4 The Department will not in any circumstances be liable for any loss of, revenue, profit, opportunity, goodwill, reputation or any indirect or consequential loss in connection with the Agreement.

13.5 The Recipient releases and holds the Department harmless in relation to any claim, loss or damage arising from the infringement of the Recipient's Intellectual Property Rights by a third party in connection with the Agreement.

13.6 The release of the Department under clause 13.5 will reduce proportionally to the extent any act or omission involving fault on the part of the Department, directly caused the claim, loss or damage.

14. Insurance

The Recipient agrees to maintain adequate insurance, as outlined in Item 14 of Schedule 1 of the Agreement. The recipient must provide evidence of this insurance, if requested by the Department.

15. GST

15.1 Unless otherwise stated, all amounts payable are exclusive of GST.

15.2 A Party need not make a payment for a taxable supply until it receives a tax invoice (or adjustment note) for that supply.

15.3 The Parties agree to use all reasonable endeavours to assist each other in meeting their lawful obligations under the GST law.

16. General

16.1 **Governing Law** – The Agreement is governed by the law of the State of Queensland and the Parties agree to submit to the jurisdiction of the courts of the State of Queensland.

16.2 **Entire Agreement** – The Agreement constitutes the entire agreement between the parties and supersedes all communications and negotiations (oral or written) between the Parties.

16.3 Waiver – No right under this Agreement will be deemed to be waived except by notice in writing agreed by the waiving Party. A failure by a Party to enforce any provision of the Agreement will not constitute a waiver of that Party’s rights.

16.4 Severability – The invalidity or unenforceability of any provision of the Agreement does not invalidate the remaining provisions. Any illegal or invalid provision will be severable and all other provisions will remain in effect.

16.5 Variation – This Agreement may be varied in writing only, signed by the Parties.

16.6 Force Majeure –The time for a party to meet its obligations under this Agreement may be suspended or extended in the event of a Force Majeure, but for no longer than the duration of the Force Majeure. The party so affected will immediately give notice to the other party in writing of the Force Majeure.

17. Definitions

17.1 In this Agreement, unless the contrary intention appears:

- **Agreement** means the Terms and Conditions, including the Schedules, and the Application and Guidelines.
- **Application** means the Advance Queensland Commercialisation Partnership Program funding application document.
- **Approved Host Chinese Incubator** means the incubator approved jointly by the Queensland Government and Chinese MOST and listed at Item 10 of Schedule 1.
- **Commencement Date** means the date specified in Item 9 of Schedule 1 of the Agreement as the date the Project starts.
- **Completion Date** means the date specified in Item 10 of Schedule 1 of the Agreement as the date for completing the Project.
- **Confidential Information** of a Party (“the Discloser”) means information belonging to the Discloser and its activities of which the other Party (“the Receiver”) becomes aware in connection with this Agreement or in the course of the Project that by its nature is confidential, is communicated as confidential or the Receiver knows or ought to know is confidential and includes information:
 - (a) relating to any Intellectual Property Rights of the Discloser;
 - (b) relating to the internal management and structure of the Discloser or the personnel, internal policies and strategies of the Discloser;
 - (c) that is of actual or potential commercial value to the Discloser; or
 - (d) concerning the commercial operations, financial arrangements or affairs of the Discloser;
 - (e) concerning the clients, affiliates and suppliers of the Discloser;
 but does not include information
 - (f) which is publically known, other than by breach of this Agreement; or
 - (g) is lawfully received from a third party, from the Discloser prior to any obligation of confidentiality, or independently developed by a Party; or
 - (h) that a Party is required by law, or by this Agreement, to disclose.
- **Department** means the State of Queensland as represented by the Department of Science, Information Technology and Innovation, and includes, where relevant, its officers, employees, contractors and agents.
- **Funding** means the money, or any part of it, payable by the Department to the Recipient as specified in the Agreement.
- **Guidelines** means the Advance Queensland Commercialisation Partnership Program Guidelines document published by the Department.
- **Information Privacy Principle** has the same meaning as in the *Information Privacy Act 2009*.
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Milestones** means the performance requirements set out in Schedule 2 of the Agreement.
- **MOST** means the Chinese Government Ministry of Science and Technology, as the third party providing the Incubator for the Project.
- **Party** means the Recipient or the Department, as the context requires.
- **Personal Information** has the same meaning as in the *Information Privacy Act 2009*.
- **Project** means the Advance Queensland’ Commercialisation Partnership Program Project outlined in the Application and supported under this Agreement.
- **Project Manager** means the person nominated by the Recipient in the Application to attend the agreed host Chinese Incubator for the purpose of carrying out the Project
- **Recipient** means the applicant organisation specified in the Application to carry out the Project and includes, where relevant, its officers, employees, contractors and agents.

- **Terms and Conditions** means the terms and conditions contained in this document.

17.2 In these Terms and Conditions, except where the context otherwise requires:

- (a) a reference to a Party, includes the Party's executors, administrators, successors, and substitutes;
- (b) the meaning of general words is not limited by specific examples;
- (c) a reference to a government entity includes any successor or replacement government entity;
- (d) a reference to a document includes the document as altered, amended or replaced from time to time;
- (e) a rule of construction does not apply to the disadvantage of a Party because that Party drafted the Terms and Conditions;
- (f) where an obligation must be performed on a day that is not a business day, the obligation must be performed on or by the next business day.

18. Notices

18.1 The Parties agree to notify the other Party of anything reasonably likely to affect the performance of this Agreement, or as otherwise required under this Agreement.

18.2 Any written notice must be sent as follows:

- (a) for the Recipient, to the addresses set out in the Application, and
- (b) for the Department, to the following address:
Contract and Investment Management
Department of Science, Information Technology
and Innovation

GPO Box 5078
(Ecosciences Precinct, Level 3B West,
41 Boggo Road, DUTTON PARK,
QLD 4102)
Email: sciencefunding@dsiti.qld.gov.au

19. Survival

19.1 The following clauses survive the termination or expiry of this Agreement:

- (a) Clause 3 - Deliverables, records, access and audit
- (b) Clause 5 - Repayment
- (c) Clause 6 - Intellectual Property Rights
- (d) Clause 7 - Acknowledgements
- (e) Clause 8 - Privacy
- (f) Clause 9 - Confidentiality
- (g) Clause 11 - Termination for Default
- (h) Clause 12 - Termination for Convenience
- (i) Clause 13 - Indemnities
- (j) Clause 15 - GST
- (k) Clause 16 - General, and
- (l) Clause 19 - Survival.

SCHEDULE 1 – PROJECT DETAILS

| | | |
|-----|--|---|
| 1. | Recipient | <i>The Applicant Organisation named in the Application.</i> |
| 2. | Recipient ABN | |
| 3. | GST certificate number or reason for exemption. | |
| 4. | Recipient obligations | The successful completion of the Project as outlined in the Application, including the Project Deliverables in Schedule 2 and Reportable Items and Performance Indicators outlined in Schedule 3. |
| 5. | Project title | <i>As provided in the Application</i> |
| 6. | Project description | The project as outlines in the Recipient Organisation's Application |
| 7. | Project manager | <i>Name and position or relationship to the Recipient</i> |
| 8. | Chinese incubator | <i>Name of the approved host Chinese incubator</i> |
| 9. | Commencement date | Date at which Project Manager departs Queensland en-route to approved host Chinese Incubator |
| 10. | Completion date | Three years after the Project Manager's return to Queensland from China as scheduled in the Recipient's application. |
| 11. | Agreement execution date | The date that the last Party signs this Agreement. |
| 12. | Agreement end date | Three months after the Completion Date (to enable the Department to complete administrative closure of the Project). |
| 13. | Advance Queensland CPP funding | \$ amount up to \$20,000 (exl GST) |
| 14. | Advance Queensland CPP Funding instalments | <p>a) Payment 1. - \$ being up to \$14,000 (excluding GST) for:</p> <ul style="list-style-type: none"> • \$ up to \$2,000 (exl GST) - The actual amount paid for return, international airfares between China and Australia, and • \$ \$12,000 (GST exempt) for accommodation and living allowance, at the rate of \$200 per day for the first 60 days working in China with the approved host Chinese Incubator <ul style="list-style-type: none"> • Payment 2. - \$ up to \$6,000 (GST exempt) for accommodation and living allowance, at the rate of \$200 per day, for the remaining 15 to 30, days while working in China with the approved host Chinese Incubator, <p>See Schedule 2 for details of the deliverables associated with releasing the payments.</p> |
| 15. | Reporting | <p>a) Progress Report 1 - / /20 (due 30 days after the Project Manager's scheduled date of return to Queensland from China).</p> <p>b) Progress Report 2 - / /20 (due 12 months after Report 1 due date).</p> |
| 16. | Insurance cover | <ul style="list-style-type: none"> • Public liability insurance for the amount of \$10,000,000, in respect of each claim. • Workers' compensation insurance in accordance with the <i>Workers' Compensation and Rehabilitation Act 2003 (Qld), as amended 29 Oct 2013.</i> |
| 17. | Contact Officers: (clause 23.1) | For the Department: Stephen Lamb Director |

| | | |
|--|--|---|
| | | <p>Contract and Investment Management Department of Science, Information Technology and Innovation (Science Development) GPO BOX 5078, Brisbane QLD 4001 Telephone: (07) 3170 5865 stephen.lamb@dsiti.qld.gov.au</p> <p>For the Recipient: Name Position Organisation Postal Address Telephone Email</p> |
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SCHEDULE 2 – PROJECT DELIVERABLES

| | Project Deliverable | Due Date | Outcome of Successful Completion |
|---|---|--|---|
| 1 | <ul style="list-style-type: none"> The approval of the Application as evidenced by the execution of the Agreement by the delegated officer from the Department. Confirmation of pre-departure requirements specified in the Guidelines. Evidence of attendance at Pre departure briefings offered. Copy of tax invoice for relevant international air travel. Confirmation of Insurances specified in Schedule 1. Item 16. The provision of a valid tax invoice. | Following the approval of the Application by the Department and prior to the Project Manager's departure to China. | Release of Payment 1 as stated at Schedule 1. Item 14.a) |
| 2 | <p>The submission of Progress Report 1. containing:</p> <ul style="list-style-type: none"> Evidence of the number of days spent in the agreed host Chinese incubator Summary of project progress. Outcomes against Performance Indicators. Provision of a valid tax invoice. | As stated in Schedule 1. Item 15.a) | Release of payment 2 as stated in Schedule 1. Item 14.b) |
| 3 | <p>The submission of Progress Report 2</p> <ul style="list-style-type: none"> Summary of project progress. Outcomes against Performance Indicators. | As stated in Schedule 1. Item 15.b) | Finalisation of Agreement |

SCHEDULE 3

REPORTABLE PERFORMANCE INDICATORS

- Reportable Items and Performance Indicators should reflect the outcomes defined in the Application;
- Reportable Performance Indicators will be confirmed before Agreement Execution;
- Put Performance Indicator outcomes against each of the relevant reportable Items;
- The Performance Indicator outcomes can be Nil or not N/A;
- Additional Reportable Items and Performance Indicators to those listed below can be added;

| Report 1 | |
|--|--|
| Reportable Item | <i>Performance Indicator – Change between Commencement Date and Scheduled Reporting Date as a result of the Commercialisation Partnership Program</i> |
| 1.1 Technology advancement | <i>(Describe any technology’s advancement toward market readiness. Please use plain English.)</i> |
| 1.2 Commercialisation / Technology Transfer | <i>(Describe advances in readiness to commence sales or grow sales of the technology in the Chinese and Australian markets and other markets.)</i> |
| 1.3 Total Revenue | AUD\$ <i>(Increased revenue from sale or transfer of the technology)</i> |
| 1.4 Export revenue | AUD\$ <i>(Increased revenue from export sale or transfer of the technology)</i> |
| 1.5 Chinese Export Revenue | AUD\$ <i>(Increased revenue from export sale or transfer of the technology into China)</i> |
| 1.6 FTE Jobs created | <i>(Number of new FTE Queensland jobs created as a result of the project)</i> |
| 1.7 Increased capital value of business / technology | AUD\$ <i>(Increase in capital value of the technology as a result of the project. Please indicate the method by which the figure was calculated - i.e. net worth, multiple of annual net profit, benchmark to similar business / technology at similar development stage etc.)</i> |
| 1.8 Equity capital raised | AUD\$ Method: <i>(increased equity investment from venture capital, private investor other source than current owners)</i> |
| 1.9 Incubator Assessment | How satisfied were you with the assistance you received from the host Chinese incubator? Please rank between 1 (poor) to 5 (exceptional) Provide comment on the ranking you gave. |
| 1.10 Next steps | Briefly describe in dot points what you anticipate will be the next steps for your commercialisation project? |
| Report 2 | |
| Reportable Item | <i>Performance Indicator – Change between Commencement Date and Scheduled Reporting Date as a result of the Commercialisation Partnership Program</i> |
| 2.1 Technology advancement | <i>(Describe the technology’s advancement toward market readiness. Please use plain English.)</i> |
| 2.2 Commercialisation / Technology Transfer | <i>(Describe advances in readiness to commence sales or grow sales of the technology in the Chinese and Australian markets and other markets.)</i> |
| 2.3 Total Revenue | AUD\$ <i>(Increased revenue from sale or transfer of the technology)</i> |
| 2.4 Export revenue | AUD\$ <i>(Increased revenue from export sale or transfer of the technology)</i> |
| 2.5 Chinese Export Revenue | AUD\$ <i>(Increased revenue from export sale or transfer of the technology into China)</i> |
| 2.6 FTE Jobs created | <i>(Number of new FTE Queensland jobs created as a result of the project)</i> |

| | |
|---|--|
| 2.7 Increased capital value of Technology | AUD\$ <i>(Increase in capital value of the technology as a result of the project. Please indicate the method by which the figure was calculated - i.e. net worth, multiple of annual net profit, benchmark to similar business / technology at similar development stage etc.)</i> |
| 2.8 Equity capital raised | AUD\$ <i>(increased equity investment in the business from venture capital, private investor or other source than current owners)</i> |
| 2.9 | Briefly describe any ongoing collaboration with people/entities you met during your time at the host Chinese incubator |

SCHEDULE 4 – GUIDELINES

SCHEDULE 5 – APPLICATION

FOR REFERENCE ONLY

For successful applicants, this page is the agreement execution page.



Queensland
Government

ADVANCE QUEENSLAND

Queensland - Chinese MOST

Commercialisation Partnership Program

FINANCIAL INCENTIVE AGREEMENT DECLARATION

APPLICANT ORGANISATION

With reference to our Application for an Advance Queensland, Queensland - Chinese MOST Commercialisation Partnership Program, we the Applicant Organisation:

1. authorise the Department of Science, Information Technology and Innovation (“the Department”) to undertake any checks necessary to assess the Application, subject to any written notification as to confidentiality provided to the Department;
2. declare that:
 - (a) the information supplied in our Advance Queensland Commercialisation Partnership Program Application is true, accurate and not misleading to the best of our knowledge;
 - (b) we have received no guarantees or assurances that our Advance Queensland, Queensland - Chinese MOST Commercialisation Partnership Program Application will be approved by the Queensland government;
3. acknowledge that if our Advance Queensland Commercialisation Partnership Program Application is successful we will be bound by the Advance Queensland Commercialisation Partnership Program Financial Incentive Terms and Conditions (version 2016-17), a copy of which was available on the Department’s website when we completed this Application;
4. agree that when the Department’s Financial Incentive Agreement Declaration page is signed by the Department’s delegated officer, a legally binding agreement will exist between our organisation and the State of Queensland (represented by the Department) consisting of the following:
 - (a) this Advance Queensland, Commercialisation Partnership Program Application and any supporting information,
 - (b) the Advance Queensland Commercialisation Partnership Program Guidelines, and
 - (c) this Advance Queensland, Queensland - Chinese MOST Commercialisation Partnership Program Financial Incentive Agreement Terms and Conditions (version 2016-17).

SIGNED for and on behalf of the **Applicant Organisation**:

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|---------------------------------|-----------------------------------|-------------|
| | | / / |
| <i>Application Organisation</i> | <i>Applicant’s Organisation’s</i> | <i>Date</i> |
| <i>representative’s name</i> | <i>representative’s signature</i> | |

| | | |
|----------------------------|------------------------|-----------------------------|
| <i>in the presence of:</i> | | |
| | <i>name of witness</i> | <i>signature of witness</i> |

FOR REFERENCE ONLY



ADVANCE QUEENSLAND

Queensland - Chinese MOST

Commercialisation Partnership Program

FINANCIAL INCENTIVE AGREEMENT DECLARATION

DEPARTMENT OF SCIENCE, INFORMATION TECHNOLOGY AND INNOVATION

*The following section will be completed if the Application is **successful**. Once signed by the delegated departmental officer a legally binding agreement will be created between the Applicant Organisation and the State of Queensland (represented by the Department), such agreement consisting of this Application and any supporting information, and the Advance Queensland Commercialisation Partnership Program Financial Incentive Terms and Conditions (version 2016-17).*

Applicant Organisation’s Name:

Application Number:

The State of Queensland through the Department of Science, Information Technology and Innovation (“the Department”, ABN: 41 841 375 926) approves Advance Queensland, Queensland - Chinese MOST Commercialisation Partnership Program funding not exceeding the amount of \$ [Department to insert funding] (excluding GST) for the project outlined in the Application.

By signing this declaration the State of Queensland (represented by the Department) enters into a legally binding agreement with the Application Organisation consisting of:

- (a) the Advance Queensland, Queensland - Chinese MOST Commercialisation Partnership Program Application,
- (b) the Advance Queensland Commercialisation Partnership Program Guidelines, and
- (c) the Advance Queensland, Queensland - Chinese MOST Commercialisation Partnership Program Financial Incentive Agreement Terms and Conditions (version 2016-17).

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| | | / / |
| <i>DSITI representative’s name</i> | <i>DSITI representative’s signature</i> | <i>Date</i> |

| | | |
|----------------------------|------------------------|-----------------------------|
| <i>in the presence of:</i> | | |
| | <i>name of witness</i> | <i>signature of witness</i> |