

## **Terms of Participation – Advance Queensland Small Business Innovation Research Initiative**

### **Proof of Concept Stage**

These Terms govern participation in the Proof of Concept Stage of the Advance Queensland Small Business Innovation Research (SBIR) Initiative conducted by DSITI and facilitated by the Service Provider.

#### **1 Background**

- 1.1 The SBIR Initiative involves an innovative procurement process that encourages Applicants to solve the Challenge and will be conducted in up to three stages:
  - (a) Information Exchange Day, followed by a Solution Presentation Day;
  - (b) Feasibility Stage; and
  - (c) Proof of Concept Stage.
- 1.2 The Applicant has attended the Information Exchange Day and Solution Presentation Day, may have participated in the Feasibility Stage, and has been selected to participate in the Proof of Concept Stage of the SBIR Initiative.
- 1.3 These Terms cover participation in the Proof of Concept Stage of the SBIR Initiative.
- 1.4 The objectives of the Proof of Concept Stage are to:
  - (a) develop a working prototype or minimum viable product based on the Challenge Owner's needs and operating within identified constraints
  - (b) undertake a pilot to test and validate the Proposed Solution
  - (c) conduct the key proof of concept activities identified during the Feasibility Stage
  - (d) assess the outcomes of the Proof of Concept Stage against the expected outcomes identified during the Feasibility Stage
  - (e) examine the operational requirements to implement the Developed Solution with the Challenge Owner
  - (f) finalise the proposed route to market and steps to enable acquisition of the Developed Solution by the Challenge Owner, as well as customers in the wider market.

#### **2 Period**

- 2.1 These Terms do not become binding until an acknowledgement has been executed by DSITI, the Challenge Owner, and the Applicant.
- 2.2 These Terms commence on the day that the last party to these Terms signs an acknowledgement of these Terms, and expire fourteen (14) months after that date.
- 2.3 The Applicant acknowledges that it will complete the Proof of Concept Stage within the timeframes set out in Schedule 1 to these Terms, or as otherwise agreed to by DSITI and the Challenge Owner in writing.

#### **3 Applicants**

- 3.1 Applicants may be individuals or organisations that are interested in developing a solution to the Challenge, but must not be employees of DSITI, the Challenge Owner or the Service Provider.

- 3.2 Representatives of the Applicant must be the same as those outlined in the Applicant's Proposal and those in attendance at the Information Exchange Day and Solution Presentation Day, unless otherwise agreed to by DSITI and the Challenge Owner, at their sole discretion.
- 3.3 Each Applicant must sign an acknowledgement agreeing to these Terms before they may participate in the Proof of Concept Stage.
- 3.4 Where an Applicant is an organisation, the individual representing that organisation must sign an acknowledgement of these Terms on their own behalf and on behalf of the organisation before they may participate in the Proof of Concept Stage.
- 3.5 DSITI reserves the right to:
  - (a) disqualify any individual or organisation from being an Applicant for any reason in its entire discretion; and
  - (b) select more than one Applicant to proceed to the Proof of Concept Stage, including allowing late applicants to proceed to the Proof of Concept Stage for the Challenge.

#### **4 Proof of Concept Stage**

- 4.1 During the Proof of Concept Stage, the Applicant will be required to work with the Challenge Owner to develop a working preliminary pilot or prototype of the Proposed Solution, in accordance with the timeframe set out in Schedule 1 to these Terms.
- 4.2 The Applicant must attend the following sessions:
  - (a) proof of concept kick off meeting;
  - (b) at a minimum, monthly face-to-face and telephone/online meetings with the Challenge Owner; and
  - (c) periodic solution demonstration days, in accordance with Schedule 1 to these Terms.
- 4.3 The Applicant must:
  - (a) participate in the Proof of Concept Stage substantially in accordance with the timing and activities outlined in Schedule 1 to these Terms, or as otherwise agreed to by DSITI and the Challenge Owner in writing;
  - (b) submit a correctly rendered invoice, within ten (10) business days of the dates outlined in Schedule 1 to these Terms;
  - (c) submit to DSITI and the Challenge Owner a Report outlining the information listed in Schedule 2 to these Terms, within ten (10) business days of the dates outlined in Schedule 1 to these Terms;
  - (d) exercise due care and skill in carrying out activities associated with the Proof of Concept Stage; and take all reasonable steps to minimise delay in completing the Proof of Concept Stage.
- 4.4 The Challenge Owner undertakes to, within the best of its ability, provide information requested by the Applicant, within a reasonable period of time, to allow the Applicant to undertake the activities associated with the Proof of Concept Stage.

#### **5 Process following the Proof of Concept Stage**

- 5.1 Following the Proof of Concept Stage, the outcomes will be assessed by the Challenge Owner and DSITI. The outcomes of the Proof of Concept Stage may also be independently assessed.

- 5.2 Following the Proof of Concept Stage and assessment, the Challenge Owner may decide to further develop or acquire the Developed Solution. If so, it is contemplated that the Challenge Owner and the Applicant will negotiate in good faith and enter into a formal agreement for the further development or acquisition of the Developed Solution for a fair market price, having regard to the financial support given to the Applicant under the SBIR Initiative.
- 5.3 The Applicant acknowledges that the Challenge Owner:
- (a) is under no obligation to acquire the Developed Solution
  - (b) may, at its sole discretion, negotiate with any other party, at any time, for the acquisition of a solution to the Challenge; and
  - (c) may, at its sole discretion, invite other Applicants in the SBIR Initiative to participate in the Proof of Concept Stage for the Challenge, at any time, including after the Applicant has completed their participation in the SBIR Initiative.
- 5.4 The Applicant acknowledges that if the Challenge Owner agrees to acquire the Developed Solution, and the Applicant is an information and communication technology (ICT) supplier, it may be required to:
- (a) hold industry accreditation (QAssure certification <https://qassure.com.au/>); and
  - (b) be accredited under the GITC framework (<https://publications.qld.gov.au/dataset/gitc-framework> and <https://www.business.qld.gov.au/industry/ict/supply-ict-government/accreditation-ict-suppliers>).

The Applicant acknowledges that it is their sole responsibility to obtain the necessary accreditation prior to contracting with the Challenge Owner for the acquisition of the Developed Solution.

## **6 Payment**

- 6.1 Subject to the Applicant complying with these Terms and submitting correctly rendered invoice/s and report/s in accordance with clause 4.3(b), DSITI and the Challenge Owner will contribute Funding towards the development of the Proposed Solution during the Proof of Concept Stage, in accordance with the amounts and timing as outlined in Schedule 1 to these Terms, or as otherwise agreed to by DSITI and the Challenge Owner in writing.
- 6.2 DSITI and the Challenge Owner may, by notice, withhold payment of any amount where they reasonably believe the Applicant has not complied with these Terms or is unable to undertake its obligations under these Terms.
- 6.3 A notice under clause 6.2 will contain the reasons for any payment being withheld and the steps the Applicant can take to address those reasons. DSITI and the Challenge Owner will pay the withheld amount once the Party has satisfactorily addressed the reasons contained in a notice under clause 6.2.
- 6.4 The Applicant acknowledges that neither DSITI nor the Challenge Owner is under any obligation to provide any financial support in addition to the Funding for the development of the Proposed Solution or any other activities outlined in the Proposal, unless otherwise agreed to by DSITI and/or the Challenge Owner, at their sole discretion.

## **7 GST**

- 7.1 Unless otherwise stated, all amounts payable are exclusive of GST.
- 7.2 A party to these Terms need not make a payment for a taxable supply until it receives a tax invoice (or adjustment note) for that supply.
- 7.3 The parties to these Terms agree to use all reasonable endeavours to assist each other in meeting their lawful obligations under the GST law.

## **8 Provision of misleading information**

- 8.1 Applicants warrant that they will not provide incorrect, misleading or fraudulent information to DSITI, the Challenge Owner or the Service Provider.
- 8.2 If DSITI and the Challenge Owner believe, at their sole discretion, that the Applicant has breached clause 7.1 at any time, these Terms may be terminated immediately by written notice from DSITI and the Applicant removed from the SBIR Initiative.

## **9 Use of material provided by DSITI or the Challenge Owner**

- 9.1 Any material or information provided to the Applicant by DSITI or the Challenge Owner remains the property of DSITI or the Challenge Owner, as the case may be.
- 9.2 Applicants must not disclose or publish information or data provided to them during the SBIR Initiative to other parties.
- 9.3 Applicants must cease to use and destroy any records of information or material supplied to them by DSITI or the Challenge Owner in connection with the SBIR Initiative at the end of their participation or if otherwise requested to do so by DSITI or the Challenge Owner.
- 9.4 DSITI and the Challenge Owner reserve the right to require Applicants to sign, in a form acceptable to DSITI and the Challenge Owner, a licensing agreement governing their use of DSITI's or the Challenge Owner's information, and any other documents that are required as are necessary for DSITI or the Challenge Owner to adequately protect their rights.
- 9.5 The Applicant is not entitled to claim compensation or loss from DSITI or a Challenge Owner for any losses, damages or expenses, on the grounds that insufficient or ambiguous information was given by DSITI, the Challenge Owner or the Service Provider.
- 9.6 If DSITI and the Challenge Owner believe, at their sole discretion, that the Applicant has breached clause 9.2 at any time, or refuses to comply with a request made under clause 9.4, these Terms may be terminated immediately by written notice from DSITI and the Applicant removed from the SBIR Initiative.

## **10 Intellectual property rights**

- 10.1 All material, and Intellectual Property Rights in that material, created by an Applicant as part of the SBIR Initiative is owned by the Applicant/s who create the material.
- 10.2 In the event that the Applicant incorporates or transforms material owned by the Challenge Owner, DSITI or the Service Provider into new material, ownership remains with the Challenge Owner, DSITI or the Service Provider, except where ownership is expressly granted to the Applicant.

### 10.3 Each Applicant:

- (a) warrants that the Proposal they make is their own original work and does not infringe the Intellectual Property Rights or Moral Rights of any other person;
- (b) grants DSITI, the Challenge Owner and the Service Provider an irrevocable, non-exclusive, royalty free licence to use the information contained in the Proposal for the purpose of:
  - (i) evaluating Proposals;
  - (ii) administering the SBIR Initiative; and
  - (iii) any action contemplated by these Terms; and
- (c) indemnifies DSITI, the Challenge Owner and the Service Provider from any liability arising from a breach by them of any person's Intellectual Property Rights or Moral Rights.

## 11 Confidentiality

### 11.1 Applicants must not:

- (a) disclose Confidential Information to a third party other than as required by law or with the consent of the person who owns the Confidential Information; or
- (b) make any attempt to observe or access the proposals, solutions or ideas of other Applicants.

11.2 Applicants must immediately report to DSITI, the Challenge Owner or the Service Provider any breach of this clause or any inadvertent access that they obtain to the proposals, solutions or ideas of other Applicants.

11.3 DSITI and the Challenge Owner reserve the right to require Applicants to sign, in a form acceptable to DSITI and the Challenge Owner, a deed of confidentiality.

11.4 If DSITI and the Challenge Owner believe, at their sole discretion, that the Applicant has breached clause 11.1 at any time, or refuses to comply with a request made under clause 11.3, these Terms may be terminated immediately by written notice from DSITI and the Applicant removed from the SBIR Initiative.

## 12 Insurance

12.1 The Applicant agrees to maintain adequate insurance as required by law for the duration of its participation in the Proof of Concept Stage of the SBIR Initiative, and provide DSITI and the Challenge Owner with proof when requested.

## 13 Ethical Practices

13.1 If the Applicant undertakes research for the purposes of the SBIR Initiative, the Applicant must:

- (a) undertake the research in accordance with all applicable Australian and/or Queensland research guidelines, ethical codes of practice and ethical committees; and
- (b) not undertake any activity with any party that, to the Applicant's knowledge, does not comply with the guidelines and codes of practice referred to in clause 13.1(a).

13.2 DSITI and the Challenge Owner reserve the right to require Applicants to promptly furnish a written certification of compliance with the requirements of this clause.

13.3 If DSITI and the Challenge Owner believe, at their sole discretion, that the Applicant has breached clause 13.1 at any time, or is unable to comply with a request made under clause 13.2, these Terms may be terminated immediately by written notice from DSITI and the Applicant removed from the SBIR Initiative.

## 14 Marketing

- 14.1 DSITI, the Challenge Owner or the Service Provider may publish marketing and advertising information about the SBIR Initiative on the internet, in brochures or in other forms.
- 14.2 Applicants agree that DSITI, the Challenge Owner or the Service Provider may, without limitation, publish:
- (a) details about their participation in the SBIR Initiative;
  - (b) information that identifies Applicant teams or companies; and
  - (c) details of the Proposals.
- 14.3 Applicants also agree to DSITI, the Challenge Owner and the Service Provider using their name, likeness, image and photograph for publicity and promotional purposes for an unlimited period of time, without further notification or compensation. DSITI will own the copyright in any video, images and photographs of Applicants and in all material incorporating the video, image or photograph.

## 15 Acknowledgement of Support

- 15.1 The Applicant must, in making any Formal Public Statement about the Proposal, Proposed Solution or Developed Solution:
- (a) include an acknowledgement of the SBIR Initiative and the Funding received from DSITI and the Challenge Owner; and
  - (b) comply with any requirements as notified to the Applicant by DSITI.

## 16 Limitation of liability

- 16.1 To the extent permitted by law, DSITI excludes all guarantees, warranties, conditions or other terms that apply under or are implied by statute, common law or trade custom or usage.
- 16.2 To the extent permitted by law, neither DSITI, the Challenge Owner nor the Service Provider will be liable to any person, including Applicants, for any injury, damages, expenses or loss whatsoever (including without limitation loss of profit, revenue or business and indirect, consequential, special or incidental loss or damage), sustained in the course of participating in the SBIR Initiative.
- 16.3 Each Applicant releases, discharges, indemnifies and will keep indemnified DSITI, the Challenge Owner and the Service Provider and their officers, employees and agents from and against any Claim that may be made or brought by any person against them in connection with:
- (a) the Applicant failing to observe or perform any of its obligations under these Terms;
  - (b) any negligent or unlawful act or omission of the Applicant or its employees; and
  - (c) contravention of any legislative requirement by the Applicant or its employees; and
  - (d) infringement by the Applicant or its employees of the Intellectual Property Rights or Moral Rights of any person.
- 16.4 In this clause, Claim means any action, proceeding, claim and demand, including all costs, damages and expenses (including legal fees) reasonably incurred in defending any action, proceedings, claim or demand.

## 17 Termination for default

- 17.1 DSITI and the Challenge Owner may terminate these Terms immediately by notice where it believes the Applicant:
- (a) has breached clauses 8.1, 9.2, 11.1, 13.1, 20.1 or 21;
  - (b) refuses to, or is unable to, comply with a request made under clauses 9.4, 11.3 or 13.2;
  - (c) has breached any other clause of these Terms, and DSITI and the Challenge Owner reasonably consider such breach as not capable of remedy;
  - (d) has become ineligible under the SBIR Initiative;
  - (e) has withdrawn from the SBIR Initiative or the Proof of Concept Stage of the SBIR Initiative;
  - (f) has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.
- 17.2 For a breach that DSITI and the Challenge Owner reasonably consider as capable of remedy, DSITI and the Challenge Owner may terminate these Terms immediately by notice, where the Applicant has failed to remedy the breach within ten (10) business days of receiving a notice outlining the breach.
- 17.3 In the event of termination under clause 17.1 or 17.2, the Applicant must repay any unspent or legally uncommitted Funding, or Funding not spent in accordance with these Terms, which will be a debt due to and recoverable by the State of Queensland.

## 18 Cancellation of the SBIR Initiative

- 18.1 DSITI may cancel the SBIR Initiative and terminate these Terms at any time, by ten (10) business days' notice, for any reason.
- 18.2 The Applicant agrees on receipt of a notice of termination under clause 18.1, to stop the performance of their obligations as specified in the notice, and take all available steps to minimise loss resulting from that termination.
- 18.3 In the event of termination under clause 18.1, DSITI and the Challenge Owner will be liable to pay only the reasonable costs (if any) that have been or will be incurred by the Applicant as a direct result of the termination of the Terms and which the Applicant cannot recoup or avoid and which would not otherwise have been incurred by the Applicant if the Terms had continued until their expiry.
- 18.4 DSITI and the Challenge Owner's liability to pay any amount under this clause is subject to the Applicant's compliance with the Terms.
- 18.5 Any amount payable by DSITI and the Challenge Owner under this clause will not exceed the total amount of the Funding.

## 19 Privacy

- 19.1 DSITI and the Challenge Owner are bound by the *Information Privacy Act 2009* (Qld) in relation to Personal Information.
- 19.2 DSITI and the Challenge Owner may collect your Personal Information for the purpose of administering the SBIR Initiative. Applicants consent to DSITI and the Challenge Owner using their Personal Information for the purpose of administering the SBIR Initiative, including the sharing of such information between DSITI, the Challenge Owner and the Service Provider.

## 20 Commissions and Incentives

- 20.1 An Applicant must not, and must ensure that its officers, employees and agents do not, give or offer anything to DSITI, the Challenge Owner or the Service Provider or any of their officers or employees, or to a parent, spouse, child or associate of their officers or employees, including any commission, inducement, gift or reward, which could in any way tend or be perceived as attempting to, influence DSITI, the Challenge Owner or the Service Provider's actions in relation to the SBIR Initiative.
- 20.2 If DSITI, the Challenge Owner, or the Service Provider believe, at their sole discretion, that the Applicant has breached clause 20.1 at any time, these Terms may be terminated immediately by written notice from DSITI and the Applicant removed from the SBIR Initiative.

## 21 Anti-competitive conduct and conflict of interest

21.1 Each Applicant warrants that:

- (a) any material, proposal or solution that it prepares during the SBIR Initiative is not prepared with any consultation, communication, contract, arrangement or understanding with any competitor (including any other Applicant) regarding:
  - (i) prices;
  - (ii) the quality, quantity, specifications or delivery particulars of goods and/or services; or
  - (iii) the terms of its Proposal or a competitor's Proposal;
- (b) it has not and will not during the SBIR Initiative:
  - (i) provide any benefit directly or indirectly to, or enter into any contract, arrangement or understanding to provide any benefit directly or indirectly to any competitor (including any other Applicant) relating in any way to the SBIR Initiative; or
  - (ii) receive any benefit directly or indirectly from, or entered into any contract, arrangement or understanding to receive any such benefit directly or indirectly from any competitor (including any other Applicant) relating in any way to the SBIR Initiative.

21.2 Clause 21.1 does not apply to the extent that Applicants:

- (a) participate in the SBIR Initiative as part of a group; or
- (b) engage in collaboration or exchange of ideas with other Applicants as part of the SBIR Initiative as facilitated by the Service Provider.

21.3 The Applicant warrants that:

- (a) it and its personnel or representatives do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations whereby a Conflict of Interest is created, or may appear to be created, in conflict with its obligations under these Terms, except as previously disclosed to DSITI and the Challenge Owner;
- (b) it will not, and will ensure that its personnel and representatives do not, place themselves in a position that may give rise to a Conflict of Interest between the interests of DSITI and the Challenge Owner and the interests of the Applicant during the SBIR Initiative; and
- (c) it will immediately notify DSITI and the Challenge Owner of any Conflict of Interest that arises during any stage of its participation in the SBIR Initiative.

21.4 If DSITI and the Challenge Owner believe, at their sole discretion, that the Applicant has breached any warranty in this clause 21 at any time, these Terms may be terminated immediately and the Applicant removed from the SBIR Initiative.

## **22 Right to information and disclosure**

22.1 The *Right to Information Act 2009* (Qld) (RTI Act) provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies.

22.2 The RTI Act requires that documents be disclosed upon request, unless they are exempt or on balance, disclosure is contrary to the public interest.

22.3 Information contained in any material provided by Applicants to DSITI or the Challenge Owner is potentially subject to disclosure to third parties.

22.4 If disclosure under the RTI Act or general disclosure of such material, in whole or in part, would be of concern to an Applicant, because it would disclose trade secrets, information of commercial value, the purpose or results of research or other information of a confidential nature, this should be indicated at the time the material is provided. However, DSITI and the Challenge Owner cannot guarantee that any information provided by an Applicant, including information that is identified by the Applicant as being confidential, will be protected from disclosure under the RTI Act.

## **23 ICT SME Participation Scheme**

23.1 If the ICT SME Participation Scheme applies to a SBIR Challenge and a particular Applicant, then that Applicant must:

- (a) comply with all reporting requirements outlined in the ICT SME Participation Scheme;
- (b) comply with the ICT SME Participation Level outlined in Schedule 1, and
- (c) when submitting the report required by Schedule 2, provide documentary evidence of compliance with the contracted ICT SME Participation Level as outlined in Schedule 1,

23.2 If the documentary evidence provided by the Applicant in relation to their ICT SME Participation Levels reveals that the Applicant has failed to meet the ICT SME Participation Level included in Schedule 1, DSITI and the Challenge Owner may withhold Funding or terminate the Applicant's participation in the SBIR Initiative.

23.3 The Applicant will be required to keep and provide access to the Applicant's financial or other records relating to payments made to SMEs nominated in Schedule 1 and proof of payment relating to such payments.

## **24 Miscellaneous**

24.1 Applicants are responsible for obtaining their own independent legal and financial advice regarding these Terms and their participation in the SBIR Initiative.

24.2 The Applicant may not assign or subcontract any of the benefits or obligations under these Terms without DSITI and the Challenge Owner's prior written consent. For the avoidance of doubt, an assignment under this clause includes but is not limited to a change in the ultimate or beneficial ownership of the Applicant, such that the assignment results in a change in control of the Applicant.

24.3 These Terms may only be varied in writing by authorised representatives of DSITI, the Challenge Owner and the Applicant.

24.4 These Terms are governed by and construed in accordance with the laws of Queensland.

- 24.5 A reference to DSITI, the Challenge Owner, and any other government department, entity, authority, association, or body, whether statutory or otherwise ('Government Entity') will in the event of any such Government Entity ceasing to exist or being reconstituted, renamed or replaced or the powers or functions of the Government Entity being transferred to any other department, entity, authority, association or body, be deemed to refer respectively to the Government Entity established, constituted or succeeding, or as nearly as may be, to the powers or functions of the Government Entity.
- 24.6 Clauses 5, 7, 9, 10, 11, 13, 14, 15, 16, 17.3, 18.3, 18.4, 19, 22, 24.6 and 24.6 will survive termination or expiry of these Terms for any reason.

## 25 Interpretation

25.1 The following definitions apply in these Terms:

**Applicant** means the entity invited to participate in the Proof of Concept Stage of the SBIR Initiative, whether in their own right or as the representative of an organisation or other entity.

**Challenge** means the relevant issue or problem described on the Website, submitted by the Challenge Owner to be solved through the SBIR Initiative.

**Challenge Owner** means the entity that has submitted the Challenge to be solved through the SBIR Initiative.

**Confidential Information** means information of, or supplied by, DSITI, the Challenge Owner, the Service Provider or an Applicant that is by its nature confidential, is designated as confidential or an Applicant knows or ought to know is confidential and includes information:

- (a) about an Applicant's Proposal;
- (b) comprised in or relating to any Intellectual Property Rights of DSITI, the Challenge Owner, the Service Provider or an Applicant;
- (c) concerning the internal management and structure, personnel, processes and policies, commercial operations, financial arrangements or affairs of DSITI, the Challenge Owner, the Service Provider or an Applicant;
- (d) that is of actual or potential commercial value to DSITI, the Challenge Owner, the Service Provider or an Applicant;
- (e) relating to clients or suppliers of DSITI, the Challenge Owner, the Service Provider or an Applicant,

but does not include information that:

- (f) was already in the possession of an Applicant and not subject to an obligation of confidentiality;
- (g) is lawfully received from a third party or independently developed by an Applicant; or
- (h) is public knowledge other than through a breach of an obligation of confidentiality.

**Conflict of Interest** includes any actual, reasonably anticipated or perceived conflict of interest, whether personal, financial, professional or otherwise.

**Developed Solution** means the final outcome or solution to a Challenge that has been developed through the stages of the SBIR Initiative.

**DSITI** means the State of Queensland acting through the Department of Science, Information Technology and Innovation.

**Feasibility Stage** means the stage of the SBIR Initiative, to determine the feasibility of the Proposed Solution and to be completed within the timeframes agreed to by the parties.

**Formal Public Statement** means any formal statement or address by the Applicant or on the Applicant's behalf in relation to the Proposal which is intended for the public domain including media releases, discussions with television or newspaper journalists, presentations at conferences; promotional and advertising material and any recording or publication resulting from the Proposal (including without limitation, reprints) which is intended to be distributed into the public domain.

**Funding** means the amount DSITI and the Challenge Owner have agreed to contribute towards the development of the Proposed Solution as outlined in Schedule 1 to these Terms.

**GITC Framework** means the Government Information Technology Contracting Framework. The GITC framework documents are currently located at <https://publications.qld.gov.au/dataset/gitc-framework>.

**ICT SME Participation Level** means the level of ICT SME participation that the Applicant is retaining in delivering the Proposal, in accordance with the ICT SME Participation Scheme.

**ICT SME Participation Scheme** means the ICT SME Participation Scheme.

**Intellectual Property Rights** includes all copyright, trade mark, design, patents or other proprietary rights, or any rights to registration of such rights existing in Australia, or elsewhere or as protected by legislation from time to time, whether created before, on or after the commencement of the SBIR Initiative, but excludes Moral Rights.

**Moral Rights** means the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by the *Copyright Act 1968* (Cth), and rights of a similar nature anywhere in the world whether existing before, on or after the commencement of the SBIR Initiative.

**Personal Information** means information or an opinion, including information or an opinion forming part of a database, whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

**Proof of Concept Stage** means the stage of the SBIR Initiative, as outlined in clause 1.4, to develop, prototype and pilot the Proposed Solution, and to be completed within the timeframes set out in Schedule 1 to these Terms, or as otherwise agreed to by the parties.

**Proposal** means the proposal submitted by the Applicant as part of the SBIR Initiative, outlining the Proposed Solution to the Challenge.

**Proposed Solution** means the innovative solution to a Challenge outlined in the Applicant's Proposal.

**Report** means the report/s to be submitted by the Applicant in accordance with clause 4.3(b).

**SBIR Initiative** means the Small Business Innovation Research Initiative being conducted by DSITI, and facilitated by the Service Provider, as a means of solving Challenges through the development of Proposed Solutions by Applicants.

**Service Provider** means PwC or any other service provider engaged by DSITI and notified to the Applicant.

**Schedule 1** means the proposed activities and funding for the Proof of Concept Stage, in the format provided by DSITI and attached to these Terms.

**Schedule 2** means the list of reporting requirements, as outlined by DSITI and attached to these Terms.

**Solution Presentation Day** means the event that the Applicant will attend to present their Proposal to the Challenge Owner, DSITI, the Service Provider and an evaluation panel appointed by the Challenge Owner.

**Terms** mean these Terms of Participation.

**Website** means the website on which the SBIR Initiative is hosted and details of Challenges are described.

25.2 In these Terms:

- (a) words importing a gender include any other gender and words in the singular include the plural and vice versa;
- (b) a reference to legislation includes subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (c) a reference to an individual or person includes a corporation or other legal entity;
- (d) if an expression is defined, other grammatical forms of that expression will have corresponding meanings; and
- (e) an obligation on the part of two or more persons binds them jointly and each of them individually.

SAMPLE

## Acknowledgement of Terms of Participation for the Small Business Innovation Research (SBIR) Initiative

### 1. Details

Applicant Name: \_\_\_\_\_

Team name (if applicable): \_\_\_\_\_

If the Applicant is an organisation, please list all individuals who will be representing the Applicant during the SBIR initiative:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This form must be signed on behalf of the Applicant and by each representative of the Applicant.

### 2. Acknowledgement and acceptance by Applicant

By signing below, I acknowledge and agree on behalf of myself and (if applicable) the organisation that I represent that:

- I have received and reviewed a copy of the attached Terms of Participation for the SBIR initiative; and
- I and (if applicable) the organisation that I represent are bound by the Terms of Participation.

Signed by:

|        |                        |             |        |
|--------|------------------------|-------------|--------|
| (name) | (company/organisation) | (signature) | (date) |
| (name) | (company/organisation) | (signature) | (date) |
| (name) | (company/organisation) | (signature) | (date) |
| (name) | (company/organisation) | (signature) | (date) |
| (name) | (company/organisation) | (signature) | (date) |

**1. Acknowledgement and acceptance by Challenge Owner**

By signing below, I acknowledge and agree on behalf of the agency that I represent that:

- I have received and reviewed a copy of the attached Terms of Participation for the SBIR Initiative; and
- The agency that I represent is bound by the Terms of Participation.

**Signed by:**

|             |                  |               |
|-------------|------------------|---------------|
| (Name)      | (Position Title) | (Agency Name) |
| (Signature) | (Date)           |               |

**Witnessed by:**

|                     |        |
|---------------------|--------|
| (Witness Name)      |        |
| (Witness Signature) | (Date) |

**2. Acknowledgement and acceptance by the Department of Science, Information Technology and Innovation**

By signing below, I acknowledge and agree on behalf of the agency that I represent that:

- I have received and reviewed a copy of the attached Terms of Participation for the SBIR Initiative; and
- The agency that I represent is bound by the Terms of Participation.

**Signed by:**

|             |                  |  |
|-------------|------------------|--|
| (Name)      | (Position Title) | Department of Science,<br>Information Technology and<br>Innovation |
| (Signature) | (Date)           |  |

**Witnessed by:**

|                     |        |
|---------------------|--------|
| (Witness Name)      |        |
| (Witness Signature) | (Date) |

## Schedule 1 – Proposal Activities and Funding

|                        |  |                          |  |                        |
|------------------------|--|--------------------------|--|------------------------|
| <b>Applicant Name:</b> |  | <b>Proposal Name:</b>    |  |                        |
| <b>Description:</b>    |  | <b>Stage:</b>            | Feasibility / Proof of Concept <small>(delete whichever is not applicable)</small> |                        |
|                        |  | <b>Stage Start Date:</b> |  | <b>Stage End Date:</b> |

| Description of Activity | Aims and Outcomes | Start Date | End Date | Funding Sought |
|-------------------------|-------------------|------------|----------|----------------|
|                         |                   |            |          | \$XXX          |
|                         |                   |            |          |                |
|                         |                   |            |          |                |
|                         |                   |            |          |                |
|                         |                   |            |          |                |
|                         |                   |            |          |                |
|                         |                   |            |          |                |
|                         |                   |            |          |                |
|                         |                   |            |          |                |
|                         |                   |            |          |                |
| <b>Total</b>            |                   |            |          |                |

**Notes:**

1. All figures are exclusive of GST.
2. It is recommended that there be no more than two payments from the State during the course of the project (e.g. payment upon execution, and payment at the end of the period).
3. The total period should be up to 6 months for the Feasibility Stage and up to 12 months for the Proof of Concept Stage.
4. A mid-way progress Report and a final Report must be submitted in accordance with clause 4.3(b) and cover the information contained in Schedule 2.
5. The Applicant must attend periodic meetings and demonstration days as outlined in clause 4.2.

**Proportion of Funding to be paid to ICT Small to Medium Enterprises (SMEs):**

If you are engaging any ICT SME subcontractors for work on your SBIR Proposal, please list them below. If you are not engaging any ICT SME subcontractors, then please leave this form blank.

For the purposes of this form, an ICT SME is defined as any legal entity employing less than 200 people at the date applications for the SBIR close.

| Name of SME Contractor | Anticipated role within the project | Location of global headquarters | Total number of staff <sup>1</sup> | Net value paid (\$)² | % of Total Funding Sought |
|------------------------|-------------------------------------|---------------------------------|------------------------------------|----------------------|---------------------------|
|                        |                                     |                                 |                                    |                      |                           |
|                        |                                     |                                 |                                    |                      |                           |
|                        |                                     |                                 |                                    |                      |                           |
|                        |                                     |                                 |                                    |                      |                           |
|                        |                                     |                                 |                                    |                      |                           |
|                        |                                     |                                 |                                    |                      |                           |
|                        |                                     |                                 |                                    |                      |                           |
|                        |                                     |                                 |                                    |                      |                           |
|                        |                                     |                                 |                                    |                      |                           |
|                        |                                     |                                 |                                    |                      |                           |
|                        |                                     |                                 |                                    |                      |                           |
|                        |                                     |                                 |                                    |                      |                           |
|                        |                                     |                                 |                                    |                      |                           |
|                        |                                     |                                 |                                    |                      |                           |
| <b>Total</b>           |                                     |                                 |                                    |                      |                           |

- Notes:**
1. Please provide one of the following ranges: 0-4; 5-19; 20-99; 100-199; 200 or more.
  2. All figures are exclusive of GST.

## Schedule 2 – Information for Reports

S.2.1 The following information and material must be outlined in the Report/s submitted by the Applicant to DSITI and the Challenge Owner, in accordance with clause 4.3(c) and the dates set out in Schedule 1 of these Terms.

- a) an outline of the work completed on the development of the Proposed Solution for the period, having regard to the aims of the SBIR Initiative outlined in clause 1.4, including:
  - a summary of outcomes achieved
  - any barriers or challenges, and how these were overcome
  - details of meetings with the Challenge Owner and/or Service Provider
- b) the Applicant's view on the continuing viability of the Proposed Solution
- c) any adverse matter which may affect the development of the Proposed Solution or the Applicant
- d) activities planned for the next period of development of the Proposed Solution
- e) an outline of how participation in the SBIR Initiative has contributed to the Applicant's future development for the period, including:
  - any additional staff engaged by the Applicant
  - any financial benefit, such as the attraction of additional investment or increase in financial turnover
  - new collaborative opportunities (outside of the relationship with DSITI, the Challenge Owner and the Service Provider).
  - any other benefits the Applicant believes it has obtained from participating in the SBIR Initiative.
- f) If the Challenge is subject to the ICT SME Participation Scheme, provide reporting information in accordance with clause 23 of these Terms.

S.2.2 The Report, including any attachments or appendices, must be no longer than ten (10) A4 pages in length.

A broad audience may be reviewing the Report. Avoid jargon, keep terminology clear and explain all technical terms and acronyms.