



**Queensland**  
Government

# **FINANCIAL INCENTIVE AGREEMENT**

**ADVANCE QUEENSLAND INDUSTRYTECH FUND**

**BETWEEN**

**STATE OF QUEENSLAND**

as represented by the  
Department of Innovation, Tourism Industry and the Commonwealth Games  
(ABN 63 942 912 684)

**AND**

**<RECIPIENT ORGANISATION>**

**(ABN XX XXX XXX XXX)**

**TABLE OF CONTENTS**

<b>1. DEFINITIONS AND INTERPRETATION .....</b>	<b>5</b>
<b>2. TERM.....</b>	<b>10</b>
<b>3. PROVISION OF FUNDING.....</b>	<b>10</b>
<b>4. PAYMENT CLAIMS AND REPORTS .....</b>	<b>11</b>
<b>5. GST.....</b>	<b>12</b>
<b>6. RECIPIENT’S OBLIGATIONS .....</b>	<b>13</b>
<b>7. ASSETS.....</b>	<b>15</b>
<b>8. ACCOUNTING, RECORDS &amp; AUDIT .....</b>	<b>16</b>
<b>9. CONFIDENTIAL INFORMATION .....</b>	<b>17</b>
<b>10. CORPORATE EXISTENCE .....</b>	<b>18</b>
<b>11. ACKNOWLEDGEMENT OF ASSISTANCE .....</b>	<b>18</b>
<b>12. COMPLIANCE WITH LAWS .....</b>	<b>18</b>
<b>13. DISCLAIMER, RELEASE AND INDEMNITY .....</b>	<b>18</b>
<b>14. INSURANCE.....</b>	<b>19</b>
<b>15. DELAY.....</b>	<b>19</b>
<b>16. FORCE MAJEURE .....</b>	<b>19</b>
<b>17. SUSPENSION &amp; TERMINATION .....</b>	<b>20</b>
<b>18. RIGHTS ON TERMINATION .....</b>	<b>22</b>
<b>19. REPRESENTATIONS OF RECIPIENT &amp; CONFLICTS OF INTEREST .....</b>	<b>22</b>
<b>20. SURVIVAL OF CLAUSES.....</b>	<b>23</b>
<b>21. DISPUTE RESOLUTION.....</b>	<b>24</b>
<b>22. PRIVACY OBLIGATIONS .....</b>	<b>25</b>
<b>23. NOTICES .....</b>	<b>25</b>

<b>24. VARIATION AND PRECEDENCE OF DOCUMENTS .....</b>	<b>26</b>
<b>25. INTELLECTUAL PROPERTY .....</b>	<b>26</b>
<b>26. RELATIONSHIP .....</b>	<b>27</b>
<b>27. GENERAL PROVISIONS .....</b>	<b>27</b>
<b>28. KNOWLEDGE SHARING .....</b>	<b>28</b>
<b>SCHEDULE 1 – PROJECT DETAILS .....</b>	<b>29</b>
<b>SCHEDULE 2 – PROJECT PLAN .....</b>	<b>31</b>
<b>SCHEDULE 3 – AGREEMENT MILESTONES .....</b>	<b>32</b>
<b>SCHEDULE 4 – CONTRIBUTION TABLE .....</b>	<b>34</b>
<b>SCHEDULE 5 – INFORMATION AND MATERIAL FOR REPORTS AND PAYMENT CLAIMS .....</b>	<b>39</b>
<b>SCHEDULE 6 – PROPOSAL .....</b>	<b>42</b>
<b>EXECUTED AS A DEED BY THE PARTIES ON THE DATES SET OUT BELOW. ....</b>	<b>43</b>



**AGREED TERMS:**

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement, unless the contrary intention appears:

**'Agreement'** means this document and any schedules or attachments to it;

**'Agreement End Date'** means the date on which this Agreement will end, as specified in Item 6 of Schedule 1;

**'Agreement Start Date'** means the date this Agreement is signed by the last Party to sign this Agreement;

**'Any Law'** means any law operating in the State of Queensland including:

- (a) any statute, regulation, rule, local law or ordinance made by any government or any governmental, administrative, fiscal or judicial body, department, authority, tribunal or agency;
- (b) common law;
- (c) the law of equity; or
- (d) any State or Federal statutory instrument;

**'Asset'** means any item of tangible property purchased, leased, hired, financed, created or otherwise brought into existence either wholly or partly with use of the Funding, which has a value of over \$5,000 exclusive of GST, but excludes Intellectual Property and real property.

**'Background Intellectual Property'** means Intellectual Property which is made available by the Recipient or Participants for the purpose of carrying out the Project and that is:

- (a) in existence at the Agreement Start Date; or
- (b) brought into existence after the Agreement Start Date other than as a result of the performance of the Project;

**'Book of Account'** means:

- (a) any account, register or financial statement prepared by the Recipient for the Project; and
- (b) any source document used in the preparation of accounts or financial statements for the Project;

**'Business Day'** means a day that is not a Saturday, Sunday or public holiday in Brisbane;

**'Change in Control'** means in relation to an entity a change in the direct or indirect power or capacity of a person to:

- (a) determine the outcome of decisions about the financial and operating policies of the entity; or
  - (b) control the membership of the board of directors of the entity,
- but excludes a change in control resulting from usual trading of entity shares on a stock exchange.

**'Claim'** includes any claim, action, suit, proceeding, demand, liability, obligation for any cost, loss, injury, damage or expense of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, direct, indirect or consequential, whether at law, in equity, under statute or otherwise;

**'Collaborative Agreement'** means the agreement or agreements between the Recipient and each of the Participants described in Clause 6.2 of this Agreement;

**'Collaborative Agreement Date'** means the date the Collaborative Agreement is executed, or if more than one agreement, the date the last agreement is executed;

**'Confidential Information'** means all information not in the public domain (including data, know how, trade secrets and commercial-in-confidence information) which is disclosed by a Party (Discloser) to another Party (Receiver) that:

- (a) is by its nature confidential; or
- (b) is designated or marked by the Discloser as confidential; or
- (c) the Receiver knows or ought to know is confidential,

but does not include information which:

- (d) is or becomes public knowledge other than by breach of this Agreement or any other confidentiality obligation; or
- (e) is independently developed by a Party while having no knowledge of or access to the other Party's Confidential Information;

**'Conflict of Interest'** means having an interest (whether personal, financial or otherwise) which conflicts, or may reasonably be perceived as conflicting, with the ability of the Recipient to perform its obligations under this Agreement fairly and objectively;

**'Contact Officer'** means the person specified as the point of contact for the day to day management of this Agreement for each Party, in Item 9 of Schedule 1 or as otherwise notified to the other Party from time to time in writing;

**'Contributions'** means those cash contributions made, or to be made to the Project by the Recipient and each of the Participants in accordance with the Contribution Table;

**'Contribution Table'** means the table attached as Schedule 4 to this Agreement;

**'Corporations Act'** means the *Corporations Act 2001* (Cth);

**'Depreciation'** means depreciation calculated for income tax purposes under, and in accordance with, the Income Tax Assessment Act 1997 (Cth).

**'Dispose'** means to sell, licence, lease or sublease, or to otherwise transfer or give up ownership, or enter into an agreement to do any of the preceding acts and 'Disposal' means the method of so

disposing.

**'Eligible Project Costs'** means those costs:

- (a) identified as such in the Fund Guidelines and/or in the approved Proposal; but
- (b) excludes the ineligible Project costs identified in the Fund Guidelines;

**'Final Report'** means a Progress Report presented in a format notified by the Department to the Recipient in writing from time to time, which includes the additional material specified in Item 2 of Schedule 5;

**'Force Majeure Event'** means an event beyond the reasonable control of an affected Party which occurs without fault or negligence of the affected Party including:

- (a) acts of God;
- (b) war, riot, insurrection, vandalism or sabotage;
- (c) strike, lockout, ban, limitation of work or other industrial disturbance; and
- (d) law, rule or regulation of any government or governmental agency and executive or administrative order or act of general or particular application;

**'Fund'** means the IndustryTech Fund

**'Fund Guidelines'** means the IndustryTech Fund guidelines as published by the Department;

**'Funding'** means the total amount of funding (or part thereof) payable by the Department for the Project as specified in Item 7 of Schedule 1;

**'GST'** means any tax imposed by or through the GST Legislation;

**'GST Amount'** means the amount of GST that is payable for any taxable supply under this Agreement (to be calculated at the applicable rate of GST at the time of the taxable supply);

**'GST Legislation'** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any related tax imposition Act (whether imposing tax as a duty of customs excise or otherwise) and includes any legislation which is enacted to validate, recapture or recoup the tax imposed by any of such Acts;

**'Intellectual Property'** means all intellectual property rights, whether created before or after the Agreement Start Date, including copyright, trade mark, design, patents, semiconductor or circuit layout rights, plant breeders rights and other proprietary rights, and any rights to registration of such rights existing anywhere in the world, but excludes moral rights;

**'Machinery of Government Change'** means a change to the title, structure, functions or operations of the Department or a part of the Department (including corporatisation) as a result of an order made under the *Constitution of Queensland 2001* (Qld) or other Queensland legislation;

**'Milestone Date'** means the date by which the Milestone Deliverable must be achieved, as set out in Schedule 3;

**‘Milestone Deliverable’** means the activity, performance criteria and deliverables set out in Schedule 3 which must be performed and delivered before the corresponding instalment of Funding will be paid;

**‘Participant’** means a participant identified in Item 10 of Schedule 1;

**‘Party’** means the Department or the Recipient as the context requires;

**‘Payment Claim’** means a claim for payment related to a Milestone Deliverable and includes a valid Tax Invoice, as set out in item 4 of Schedule 5;

**‘Progress Report’** means a report presented in the format as notified by the Department to the Recipient in writing from time to time, and otherwise which includes the material specified in Item 1 of Schedule 5;

**‘Project’** means the project described in Item 2 of Schedule 1;

**‘Project Commencement Date’** means the date for the commencement of the Project, described in item 3 of Schedule 1;

**‘Project Completion Date’** means the date for the completion of the Project, described in item 4 of Schedule 1;

**‘Project Intellectual Property’** means the Intellectual Property created or developed by the Recipient and/or the Participants during the course of, or as an outcome of, the Project;

**‘Project Plan’** means the project plan for the Project including the Project activities in each stage of the Project, as set out in Schedule 2;

**‘Proposal’** means the application submitted by the Recipient to the Department as Schedule 6 and as approved by the Department;

**‘Queensland SME’** means a small to medium enterprise, which is a Queensland based business with less than 200 full time equivalent staff, which:

- (a) the Australian Business Register designates the organisation’s main business location as Queensland; or
- (b) is a company registered in Queensland; or
- (c) can demonstrate that contribution to the IndustryTech Fund will involve Queensland-based employees of the company or the creation of Queensland-based jobs within the company;

**‘Record’** means any agreement, report, Book of Account, transaction record and operating record relating to the Project, including all information and material necessary to prepare a Report or Payment Claim;

**‘Report’** means a Progress Report, a Final Report or an Update Report as referred to in Schedule 5;

**'Tax Invoice'** means the same as that term is defined in the GST Legislation;

**'Term'** means the term of this Agreement as defined in Clause 2;

**'Unlawful'** means any act or omission (including wilful misconduct) which is not authorised justified or excused by Any Law; and

**'Update Report'** means a report presented in a format notified by the Department to the Recipient in writing from time to time, which includes the material specified in Item 3 of Schedule 5.

1.2 In this Agreement:

- (a) a reference to an individual or person includes a corporation or other legal entity or, where a person is nominated, the individual occupying that position;
- (b) words importing a gender include any other gender;
- (c) words in the singular include the plural and vice versa;
- (d) headings have been inserted for ease of reference only and are not intended to affect the meaning of this Agreement;
- (e) defined terms include other parts of speech and grammatical forms of the defined word or phrase;
- (f) a reference to any legislation includes any subordinate legislation made under it and any legislation amending, consolidating or replacing it;
- (g) an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- (h) a reference to the Department and any government department or entity or other authority, association and 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;
- (i) a reference to an entity (other than a Government Entity) includes the entity's executors, administrators, successors and permitted assigns;
- (j) no rule of construction will apply to a clause of this Agreement to the disadvantage of a party merely because that party drafted the clause or would otherwise benefit from it;
- (k) unless stated otherwise, a reference to a schedule is referring to a schedule to this Agreement;
- (l) the Parties must, in fulfilling their obligations and exercising their powers under this Agreement, act reasonably and in good faith and in a timely manner;

(m) a reference to “\$” or “dollars” means Australian dollars.

## **2. TERM**

2.1 This Agreement starts on the Agreement Start Date and ends on the Agreement End Date.

## **3. PROVISION OF FUNDING**

### **Funding Instalments**

3.1 The Department shall pay the Funding to the Recipient for the Project at the times and in the amounts set out in Schedule 3, subject to:

- (a) the Recipient’s compliance with the terms of this Agreement;
- (b) Clause 3.2;
- (c) the completion of the relevant Project activities set out in Schedule 2 and the relevant Milestone Deliverable set out in Schedule 3; and

within a reasonable time of receiving a valid Payment Claim and the applicable Report in accordance with Clause 4.

### **Suspension of instalments**

3.2 If, in the Department’s reasonable opinion, the Recipient has:

- (a) failed to carry out the Project;
- (b) expended the Funding otherwise than in accordance with the Agreement;
- (c) changed any part of the Project other than in accordance with this Agreement;
- (d) failed to comply with Any Law; or
- (e) not provided any information or Reports as required by this Agreement or as requested by the Department pursuant to this Agreement; or
- (f) otherwise failed to comply with an obligation under this Agreement,

then the Department may suspend payment of all or part of the Funding to the Recipient for a period of time and on specified conditions as notified by the Department, until the Department’s conditions are met to its reasonable satisfaction.

### **Effect of breach on payment of instalments**

3.3 If the Recipient breaches any of the terms of this Agreement, the Department may do any or all of the following:

- (a) not pay the Recipient any Funding until the breach is remedied to the satisfaction of the Department;
- (b) by notice in writing to the Recipient, require the Recipient to repay:

- (i) any Funding that is unspent;
  - (ii) any Funding that has been spent otherwise than in accordance with the terms of this Agreement; and
  - (iii) the amount of the Funding which exceeds the total Contributions that have been made by the Recipient and the Participants to the Project as at the date of the notice;
- (c) vary the amount of Funding for the Project, or the amount of the Funding instalments; and
- (d) terminate the Agreement in accordance with Clause 17 if the provisions of that clause have been satisfied.

3.4 The Department's obligation to pay an instalment of the Funding is subject to all information contained in the Proposal and all Reports being complete, accurate and not misleading, and all Reports being completed to the satisfaction of the Department.

**Payment is not an admission**

- 3.5 Any payment to the Recipient by the Department:
- (a) will not constitute an admission or acceptance by the Department that the Recipient has complied with its obligations with this Agreement; and
  - (b) will not release the Recipient from its obligations under this Agreement,
- and the Department reserves its rights in this regard.

**No further obligation**

3.6 The Recipient acknowledges that the Department is under no obligation to provide additional funding for the Project other than strictly in accordance with this Agreement, unless the Department in its absolute discretion determines otherwise.

**4. PAYMENT CLAIMS AND REPORTS**

4.1 The Recipient must give the Department a Payment Claim and the applicable Report for each Milestone Deliverable in Schedule 3 no later than the Milestone Date.

4.2 The Recipient must give to the Department:

- (a) a Progress Report:
  - (i) for each Milestone Deliverable in Schedule 3, which requires a Progress Report to be submitted, no later than the relevant Milestone Date;
  - (ii) at any other time during the Term of the Agreement, within 20 Business Days of a written request from the Department for a Progress Report; and
- (b) a Final Report on or before the relevant Milestone Date specified in Schedule 3.

- 4.3 At any time after the Agreement End Date until the third anniversary from the Agreement End Date, the Department may request (in writing) that the Recipient provide an Update Report. The Department can only exercise its right to make a request for an Update Report under this clause once during the period referred to in this clause.
- 4.4 The Recipient shall provide an Update Report within 40 Business Days of receiving the written request made in accordance with Clause 4.3.
- 4.5 If the Department is not satisfied with a submitted Report, the Department may require the Recipient to provide further information about any matter relating to the Report or to update and resubmit the Report, within 20 Business Days of receiving the Department's request.
- 4.6 If the Department requests further information from the Recipient about any matter relating to a Payment Claim, the Recipient must provide that information within 20 Business Days of receiving the Department's request.

**5. GST**

- 5.1 The Funding payable under this Agreement is exclusive of GST.
- 5.2 The Department will pay to the Recipient the GST Amount in addition to the Funding in respect of any taxable supply made to it under this Agreement if:
- (a) the Recipient has, in this Agreement or otherwise, provided its Australian Business Number and confirmed it is GST registered; and
  - (b) the Recipient has submitted to the Department a valid Tax Invoice in respect of the taxable supply made by the Recipient under this Agreement.
- 5.3 For the avoidance of doubt, if the Recipient indicates in this Agreement or otherwise that it is not registered or required to be registered for GST, the Department will not pay any GST Amount to the Recipient.
- 5.4 If, for any reason, including without limitation:
- (a) any amendment to the GST Legislation;
  - (b) the issue of a ruling or advice by the Commissioner of Taxation;
  - (c) a refund to the Department or to the Recipient in respect of a supply made under this Agreement; or
  - (d) a decision of any tribunal or court,
- the amount of GST paid by the Department differs from the amount of GST paid or payable by the Recipient to the Commissioner of Taxation, then the Recipient must issue an appropriate GST adjustment note and any difference must be paid by or to the Department as the case may be.
- 5.5 The Parties agree to exchange such information as is necessary to enable each Party to accurately

assess its rights and obligations under this clause.

## **6. RECIPIENT'S OBLIGATIONS**

### **Conduct of Project**

6.1 The Recipient must:

- (a) conduct the Project substantially in accordance with the Project Plan (the timing and output of the Project activities) and the Proposal;
- (b) must expend a 30% minimum portion (consistent with the expenditure identified in the Schedule 1 and Schedule 6) of the Funding and Contributions on goods and services provided by Queensland SMEs;
- (c) provide the information required pursuant to Schedule 3 and Schedule 5 for each Milestone Deliverable;
- (d) exercise due care and skill in carrying out the Project;
- (e) achieve and deliver each Milestone Deliverable by the relevant Milestone Date;
- (f) complete the Project by or before the Project Completion Date;
- (g) take all reasonable steps to minimise delay in completing the Project;
- (h) ensure that the Project, Recipient and Participants remain eligible according to the eligibility criteria in the Fund Guidelines, throughout the Term of the Agreement;
- (i) ensure that the Recipient and each Participant provides the Contributions to the Project in accordance with the Contribution Table, unless otherwise agreed to by the Department in writing;
- (j) ensure that the cash Contributions made by the Recipient and the Participants to the Project throughout the Term of the Agreement comply with the funding principles in the Fund Guidelines and are applied substantially in accordance with the budget in the Proposal;
- (k) spend the Funding:
  - (i) only on Eligible Project Costs incurred on or after the Agreement Start Date; and
  - (ii) substantially in accordance with the budget in the Proposal.

### **Collaborative Agreement**

6.2 The Recipient must enter into a Collaborative Agreement(s) with the Participants for the Term, whereby the Participants shall be obliged to provide their respective Contributions to the Project. The Collaborative Agreement shall include provisions that:

- (a) outline the role and Contributions of the Participants to the Project (including the amount, type and timing of their Contributions);

- (b) describe the arrangements applying to the conduct, outcome or results generated by the Project in relation to Intellectual Property rights, so as to cover (as a minimum):
  - (i) the ownership and use of Background Intellectual Property in the Project; and
  - (ii) the ownership, use of and commercialisation of any Project Intellectual Property;
- (c) are consistent with the Fund Guidelines, and the details contained in the Proposal, Project Plan, Milestone Deliverables and the Contribution Table; and
- (d) require the Participant to ensure it remains eligible to participate in the Project according to the eligibility criteria in the Fund Guidelines, throughout the Term of the Agreement;
- (e) require the Participant to use reasonable efforts to assist the Recipient in performing the Recipient's obligations under this Agreement;
- (f) require the Participant to abide by the terms of this Agreement that apply to the Project, to the extent they relate to the Participant;
- (g) require the Participant to notify the Recipient of any Conflict of Interest affecting the Participant or its personnel, and resolve any Conflict in Interest in accordance with clause 19;
- (h) require the Participant to provide the Department with such access to premises and information as required under this Agreement's audit provisions specified in clause 8;
- (i) are consistent with the terms of this Agreement, and do not prevent the Recipient from complying with any of its obligations under this Agreement.

6.3 The Recipient must ensure that the Intellectual Property provisions in the Collaborative Agreement are consistent with the objectives of the IndustryTech Fund.

6.4 The Recipient must provide a copy of the executed Collaborative Agreement(s) to the Department as a Milestone Deliverable by the relevant Milestone Date.

**Obligation to notify**

- 6.5 The Recipient must notify the Department within 10 Business Days of becoming aware of any of the following developments:
- (a) a material breach (as defined in Clause 17) by the Recipient of any provision of this Agreement;
  - (b) the Recipient being approved to receive Funding for the Project from another Commonwealth, State or Territory government source or agency, including the amount of the funding and the name of the fund under which it was provided; or
  - (c) any termination or withdrawal of a Participant from the Project;
  - (d) any change relating to a Participant which will materially affect the outcome of the Project or a Participant's continuing eligibility under the Fund Guidelines;
  - (e) any other change which will materially affect the outcome of the Project or the Recipient's

continuing eligibility under the Fund Guidelines.

## **7. ASSETS**

### **Ownership**

7.1 Subject to the terms of any lease, the Recipient owns any Asset.

### **Use and dealings**

7.2 During the Term, the Recipient must use any Asset only for the purposes of the Project activities, unless it has obtained the prior written approval of the Department, which will not be unreasonably withheld.

7.3 During the Term, the Recipient must:

- (a) obtain good title to all Assets (other than Assets which the Recipient leases);
- (b) notify the Department of any encumbrance or disposal of any Asset;
- (c) hold all Assets securely and safeguard them against theft, loss, damage, or unauthorised use;
- (d) maintain all Assets in good working order;
- (e) maintain all appropriate insurances in respect of any Assets;
- (f) if required by Any Law, maintain registration and licensing of all Assets; and
- (g) be fully responsible for, and bear all risks relating to, the use or disposal of all Assets.

### **Sale or disposal**

7.4 If the Recipient sells or otherwise disposes of an Asset during the Term, the Department, at its discretion:

- (a) is entitled to recover from the Recipient the proportion of the value of the Asset following Depreciation calculated as at the date of sale or disposal which is equivalent to the proportion of the purchase price of the Asset that was funded from the Funding; or
- (b) is entitled to recover from the Recipient the proportion of the market value of the Asset which is equivalent to the proportion of the purchase price of the Asset that was funded from the Funding.

### **Termination**

7.5 On termination of this Agreement, the Department, at its discretion:

- (a) is entitled to recover from the Recipient the proportion of the value of the Asset following Depreciation calculated as at the date of termination which is equivalent to the proportion of the purchase price of the Asset that was funded from the Funding;
- (b) is entitled to recover from the Recipient the proportion of the market value of any Asset which is equivalent to the proportion of the purchase price of the Asset that was funded from the

Funding; or

- (c) may require the Recipient to use, deal with or transfer any Asset as the Department directs in writing.

### **Lost or damaged Assets**

7.6 If any Asset is lost, damaged or destroyed, the Recipient must reinstate the Asset (including using the proceeds of insurance) without using any Funding and this Clause 7 continues to apply to the reinstated Asset.

## **8. ACCOUNTING, RECORDS & AUDIT**

8.1 The Recipient must hold the Funding in an account in the Recipient's name, and ensure all Funding income and expenditure related to the Project is able to be separately identified in the Recipient's accounts.

8.2 The Recipient must keep and maintain complete and accurate Records for the Project including, without limitation:

- (a) records that allow the audit of all Project costs (including Eligible Project Costs) incurred by the Recipient;
- (b) records that show any funding made available to the Project (including the source, amount and timing of such Funding);
- (c) records that track the Project activities, progress of the Project and all steps undertaken by the Recipient for the purposes of meeting its obligations under this Agreement; and
- (d) any other records relating to the Project which are reasonably required by the Department from time to time.

8.3 The Recipient must provide any Record, or other information relevant to the Project to the Department within 20 Business Days of being requested to do so.

8.4 The Recipient must, if requested to do so by the Department and at its own expense:

- (a) have its Books of Account audited at the end of the Recipient's financial year; and
- (b) provide a copy of its audited Books of Account to the Department within 80 Business Days of the Recipient's end of financial year.

8.5 The Recipient must allow the Department, its employees, agents and contractors, access to the Recipient's premises at a mutually agreeable time (but not later than 20 Business Days after receiving written notice from the Department that such access is required) to enable the Department and its employees, agents and contractors to:

- (a) inspect and copy any Records;
- (b) examine and inspect the performance of the Project; and

- (c) discuss with the Recipient, any matter pertaining to the Project and/or the Recipient's compliance with its obligations under this Agreement.

8.6 When accessing premises and/or records in accordance with Clause 8.4, the Department will use its best endeavours to minimise interference to the Recipient's employees and the conduct of the Project, and will comply with all reasonable security and workplace health and safety requirements.

## **9. CONFIDENTIAL INFORMATION**

9.1 Subject to Clause 9.2, a Party must not:

- (a) disclose Confidential Information to a third party;
- (b) use or disclose any Confidential Information provided under this Agreement other than for the purpose for which it is originally disclosed.

9.2 A Party may disclose Confidential Information:

- (a) with the other Party's prior written consent;
- (b) to a professional adviser, financial adviser, banker, financier or auditor if that person is obliged to keep the information disclosed confidential;
- (c) to any of its representatives who are bound to keep the information confidential and to whom it is necessary to disclose the information;
- (d) to comply with Any Law, or a requirement of a regulatory body (including any relevant stock exchange);
- (e) to the extent necessary to enforce its rights or defend a claim or action under this Agreement; or
- (f) where the disclosing Party is the Department:
  - (i) to the responsible Minister administering the Department and their personal and departmental advisers;
  - (ii) in response to a request by the Parliament or a Committee of the Parliament of the State of Queensland;
  - (iii) any Commonwealth department, Queensland Government department, agency, authority or Minister; or
  - (iv) where disclosure is required to be made in accordance with established governmental policies, procedures or for public accountability purposes.

9.3 The Recipient agrees that the Department may publicly disclose:

- (a) the name of the Recipient and the Participants;
- (b) details of the Project, subject to:
  - (i) such disclosure not infringing the rights of the Recipient and the Participants in regard to Background Intellectual Property and Project Intellectual Property; and
  - (ii) any other commercial sensitivities which are notified by the Recipient to the Department, to be determined in consultation with the Recipient prior to such

disclosure;

- (c) details of the Funding provided under this Agreement;
- (d) photos and videos provided pursuant to Clause 25; or
- (e) any information which is required to be disclosed under Any Law.

## **10. CORPORATE EXISTENCE**

10.1 The Recipient must notify the Department within 30 Business Days of when it becomes aware of any actual or proposed Change in Control of the Recipient (or holding company of the Recipient).

## **11. ACKNOWLEDGEMENT OF ASSISTANCE**

11.1 The Recipient must, in making any public statement about the Project (whether during the Term of this Agreement or after its expiry) include an acknowledgement of the Fund and the Funding received from the Department.

11.2 The Parties agree keep each other informed of, and make their officers available for, media opportunities in relation to the Project and the Fund.

## **12. COMPLIANCE WITH LAWS**

12.1 The Recipient, in undertaking the Project, must ensure that it and the Project:

- (a) complies with Any Law applicable to the Project or this Agreement; and
- (b) where relevant, obtains and complies with any ethical or research clearance or permit required in relation to the Project.

## **13. DISCLAIMER, RELEASE AND INDEMNITY**

13.1 The Recipient carries out the Project entirely at its own risk. To the full extent permitted by Any Law, the Department disclaims any and all liability for any Claim brought against, made upon or incurred by the Recipient in carrying out the Project, unless that Claim arose as the result of any breach, fault, negligent or Unlawful act or omission by the Department, its employees, officers or agents.

13.2 To the full extent permitted by Any Law, the Recipient releases and indemnifies the Department, its employees, officers and agents from and against any Claim which may be brought against, made upon or incurred by the Department, whether by the Recipient, a Participant or a third party, which arises directly or indirectly as a result of:

- (a) any breach of this Agreement by the Recipient;
- (b) any negligent or Unlawful act or omission by the Recipient, or by a Participant, in relation to the Recipient's, or Participant's respective performance of the Project;
- (c) the Recipient's performance of this Agreement or any other agreement relating to this Project;
- (d) personal injury (including sickness and death) or property damage or loss in connection with the performance of this Agreement; or

(e) any infringement (or alleged infringement) of Intellectual Property rights by the Recipient, or Participants in the course of, or incidental to, performing the Project, except to the extent that any breach, fault, negligent or Unlawful act or omission by the Department, its employees, officers and agents has directly caused or contributed to the Claim.

13.3 For the purpose of this Clause 13, a reference to a Party or entity includes that Party or entity's employees, officers and agents.

#### **14. INSURANCE**

14.1 The Recipient will take out and maintain the insurances identified in Item 8 of Schedule 1 of this Agreement throughout the Term of this Agreement.

14.2 The Recipient must give copies of the certificates of currency for the insurance policies required by Clause 14.1 to the Department within 20 Business Days of a written request by the Department to do so.

#### **15. DELAY**

15.1 If the Recipient becomes aware that:

(a) it will not be able to achieve a Project activity in the Project Plan by its corresponding due date; or

(b) the progress of the Project will be substantially delayed,

for reasons other than Force Majeure, the Recipient must provide the Department with a written notice within 5 Business Days of becoming so aware.

15.2 The written notice provided under Clause 15.1 by the Recipient must describe the reasons for the delay.

15.3 Within 20 Business Days of becoming aware that a Project activity in the Project Plan will not be met or that there will be a substantial delay to the Project, the Recipient must notify the Department of the impact of the delay on the progress of the Project, the actions (if any) it has taken or intends to take to address the cause of the delay and, if applicable, the projected date by which the Project activity will be achieved.

15.4 Nothing in this Clause 15 shall affect the right of the Department to terminate this Agreement if the Recipient fails to conduct the Project substantially in accordance with the Project Plan (the timing and output of the Project activities) and the Proposal, or as otherwise approved by the Department in writing.

#### **16. FORCE MAJEURE**

16.1 If a Party is prevented from or delayed in performing their obligations (other than to pay money) because of a Force Majeure Event, the affected Party must:

- (a) notify the other Party as soon as possible after the Force Majeure Event occurs; and
- (b) do all things necessary to mitigate and/or remove the effects of the Force Majeure Event.

16.2 Notice of a Force Majeure Event must include:

- (a) the full particulars of the Force Majeure Event;
- (b) the effect of the Force Majeure Event on the affected Party's performance of their obligations;
- (c) the anticipated period for which the Force Majeure Event will continue; and
- (d) the action the affected Party intends to take (if any) to mitigate or remove the effect of the Force Majeure Event.

16.3 Subject to Clauses 16.1 and 16.2 the obligations of both Parties under this Agreement are suspended until such time as a Force Majeure Event ends.

16.4 Either Party may terminate this Agreement if the affected Party is prevented from or delayed in performing their obligations because of a Force Majeure Event for at least 20 Business Days.

## **17. SUSPENSION & TERMINATION**

17.1 If, in the Department's reasonable opinion, the Recipient:

- (a) has failed to commence, continue or has abandoned the Project;
- (b) has expended the Funding otherwise than in accordance with the Agreement;
- (c) has changed any part of the Project other than in accordance with this Agreement;
- (d) has failed to make its Contribution, or ensure that Participants make their Contribution to the Project;
- (e) has failed to comply with Any Laws;
- (f) has not provided information or Reports as required by this Agreement or as requested by the Department pursuant to this Agreement;
- (g) is (or one of its personnel is) affected by an unresolved Conflict of Interest, or a Participant is, (or one of its personnel is) affected by an unresolved Conflict of Interest;
- (h) is no longer eligible, or the Project becomes no longer eligible under the Fund Guidelines;
- (i) has one of its Participants become no longer eligible under the Fund Guidelines;
- (j) otherwise failed to comply with an obligation under this Agreement,

then the Department may suspend payment of all or part of the Funding to the Recipient for a period of time and on specified conditions as notified by the Department, until the Department's conditions are met to its reasonable satisfaction.

17.2 The Department may, at any time, by 30 Business Days' written notice, terminate this Agreement for convenience, including for a Machinery of Government Change.

17.3 The Department may immediately terminate this Agreement by notice in writing if:

- (a) the Recipient commits a material breach of this Agreement and:
  - (i) the breach is not capable of being cured; or
  - (ii) the breach is capable of being cured, but the Recipient fails to remedy the breach within 10 Business Days after receiving a notice to remedy the breach from the Department specifying the breach; or
- (b) the Recipient:
  - (i) enters into any arrangement or composition with its creditors generally, or has a controller, receiver, receiver and manager or administrator appointed;
  - (ii) goes into liquidation or passes a resolution to go into liquidation, otherwise than for the purposes of reconstruction;
  - (iii) has execution levied on any of its assets and the execution is not satisfied within 20 Business Days;
  - (iv) is otherwise (in the Department's reasonable opinion) insolvent or unable to pay its debts when they fall due;
  - (v) undergoes a Change in Control pursuant to Clause 10.1, or amends its constitution or operations, that results in the Recipient no longer being eligible for the Funding or no longer able to comply with this Agreement;
  - (vi) fails to resolve a Conflict of Interest in accordance with Clause 19.4; or
  - (vii) fails to commence, continue with or abandons the Project.

17.4 A material breach under Clause 17.3 of this Agreement includes a breach of any of the Recipient's obligations under Clauses 4, 6, 7, 8, 9, 10, 12, 14, or 19.

17.5 The Recipient may terminate this Agreement by notice in writing to the Department:

- (a) at any time before the first Milestone Date, where no Funding has been paid or is payable on or before the termination; or
- (b) upon the Department committing a material breach of this Agreement and:
  - (i) the breach is not capable of being cured; or
  - (ii) the breach is capable of being cured, but the Department fails to remedy the breach within 20 Business Days after receiving a notice to remedy the breach from the Recipient specifying the breach.

17.6 The Department is not required to pay any Funding to the Recipient if this Agreement is terminated under Clause 17.5(a).

## **18. RIGHTS ON TERMINATION**

- 18.1 Termination of this Agreement will not affect any Claim or action either Party may have against the other by reason of any prior breach of this Agreement and will not relieve either Party of any obligation under this Agreement which is expressed to continue after termination.
- 18.2 If this Agreement is terminated by the Department under Clause 17.2 or 17.5(b), the Recipient will be entitled to reasonable costs (if any) that have been incurred by the Recipient as a direct result of the termination of the Agreement and which the Recipient cannot recoup or avoid and can be substantiated to the Department. The Parties agree to negotiate the amount of the reasonable costs in good faith, and in the event that the Parties cannot reach agreement, the Department may determine the reasonable costs in its absolute discretion.
- 18.3 Within 20 Business Days of the termination or expiry of this Agreement, the Recipient must deliver to the Department:
- (a) all Reports and documents due under this Agreement as at the date of termination or expiration;
  - (b) a Final Report to the Department.
- 18.4 At any time within 6 months after the Agreement End Date or date of termination of this Agreement (as applicable), the Department may (by written notice) require the Recipient to repay:
- (a) any unspent Funding as at the Agreement End Date or date of termination (as applicable);
  - (b) any Funding not spent in accordance with the terms of this Agreement;
  - (c) the amount by which the Funding exceeds the cash Contributions made by the Recipient and Participants; and
  - (d) where the Agreement is terminated pursuant to Clause 17.3(b), any Funding paid up to the date of termination.
- 18.5 Any amount payable by the Recipient under Clause 3.3(b) or Clause 18.4 is a debt due to the Department (without further proof of the debt being necessary), payable within 20 Business Days of the notice given under the relevant clause.
- 18.6 For the avoidance of doubt, the amount payable by the Department pursuant to Clause 18 in addition to Funding paid, will not exceed the maximum Funding payable pursuant to this Agreement.

## **19. REPRESENTATIONS OF RECIPIENT & CONFLICTS OF INTEREST**

- 19.1 The Recipient represents and warrants to the Department that:
- (a) the representations and information contained in the Recipient's Proposal are true, correct and

do not contain any material omissions;

- (b) the Recipient is aware that the Department has relied on the representations and information contained in the Proposal; and
- (c) if at any time the Recipient's becomes aware that representations or information contained in the Proposal is no longer true and correct, or does contain a material omission, the Recipient will immediately notify the Department in writing.

19.2 The Recipient warrants that, to the best of its knowledge and belief after making diligent inquiries, at the time of submitting the Proposal, neither it nor its personnel have or are likely to have a Conflict of Interest in the performance of this Agreement.

19.3 The Recipient must take all reasonable measures to ensure it does not engage in any activity or obtain any interest in conflict with performance of this Agreement.

19.4 The Recipient must ensure each Participant takes all reasonable measures to ensure it and its personnel, do not engage in any activity or obtain any interest in conflict with the performance of this Agreement.

19.5 If a Conflict of Interest arises in respect of the Recipient or its personnel, whether actual or perceived, the Recipient undertakes to immediately notify the Department and promptly consult with the Department to agree steps to resolve or otherwise deal with the Conflict of Interest. The Recipient must carry out the agreed steps within a reasonable timeframe to resolve the Conflict of Interest. If the Recipient fails to notify or consult with the Department or carry out the agreed steps within a reasonable timeframe, or the Conflict of Interest is not capable of resolution, the Department may suspend or terminate this Agreement in accordance with Clauses 17.1 or 17.3(b).

19.6 If a the Recipient is notified of or becomes aware of a Conflict of Interest, in respect of a Participant or its personnel, whether actual or perceived, the Recipient undertakes to immediately notify the Department and promptly consult with the Department to agree steps to resolve or otherwise deal with the Conflict of Interest. The Recipient must carry out and/or ensure the Participant carries out the agreed steps within a reasonable timeframe to resolve the Conflict of Interest. If the Recipient fails to notify or consult with the Department or to carry out (or ensure the Participant carries out) the agreed steps within a reasonable timeframe, or the Conflict of Interest is not capable of resolution, the Department may suspend or terminate this Agreement in accordance with Clauses 17.1 or 17.3(b).

## **20. SURVIVAL OF CLAUSES**

20.1 The following clauses will survive termination or expiration of this Agreement:

- (a) Clause 1 (Definitions and Interpretation)
- (b) Clause 4.3, 4.4 & 4.5 (Update Report);

- (c) Clause 5 (GST)
- (d) Clause 7 (Assets);
- (e) Clause 8 (Accounting, Records and Audit);
- (f) Clause 9 (Confidential Information);
- (g) Clause 11 (Acknowledgement of Assistance);
- (h) Clause 13 (Disclaimer, Release & Indemnity);
- (i) Clause 14 (Insurance);
- (j) Clause 17 (Suspension and Termination)
- (k) Clause 18 (Rights on Termination);
- (l) Clause 20 (Survival of Clauses);
- (m) Clause 22 (Privacy Obligations);
- (n) Clause 23 (Notices);
- (o) Clause 24 (Variation and Precedence of Documents);
- (p) Clause 25 (Intellectual Property);
- (q) Clause 27 (General Provisions); and
- (r) Clause 28 (Knowledge Sharing).

## **21. DISPUTE RESOLUTION**

21.1 Subject to Clause 21.3, the Parties will adhere to the following procedure in relation to Disputes, prior to the commencement of legal proceedings or other external dispute resolution procedure:

- (a) The Contact Officer for a Party may notify the other Party in writing of the occurrence of a dispute including its relevant details (**Dispute Notice**) and the Contact Officers will try to resolve the dispute through negotiation.
- (b) If the Contact Officers are unable to resolve the dispute within 15 Business Days from the receipt of the Dispute Notice, the dispute will be referred for resolution to:
  - (i) for the Recipient, the chief executive officer (or equivalent); and
  - (ii) for the Department, a member of senior management or their authorised delegate.
- (c) If the dispute is not resolved within 30 Business Days after its referral to the representatives of each of the Parties listed in Clause 21.1(b), either Party may refer the dispute to a mediator agreed by the Parties with costs to be shared equally between the Parties.
- (d) If the Parties cannot agree upon a mediator, either Party may request the President of the Australian Disputes Centre to nominate a mediator.
- (e) If the dispute is not resolved within 30 Business Days after its referral to a mediator in

accordance with Clause 21.1(c), or within any extended time agreed to by the Parties in writing, the mediation must cease and either Party may commence legal proceedings.

21.2 Nothing in this clause prevents either Party from commencing court proceedings relating to any dispute at any time where that Party seeks urgent interlocutory relief, or if an authority of the Commonwealth, a State or Territory is investigating a breach or suspected breach of the law by the Recipient or Participants.

21.3 Despite the existence of a dispute, the Recipient must (unless requested in writing by the Department not to do so) continue to perform its obligations under this Agreement.

## **22. PRIVACY OBLIGATIONS**

22.1 It is not intended that the Parties will provide information containing Personal Information however where this is necessary, or Personal Information is incorporated in the information being shared for the Project, this Clause 22 applies. In this Agreement:

(a) the terms 'Personal Information', 'agency' and 'Information Privacy Principles' (**IPPs**) have the same meaning as they have in the *Information Privacy Act 2009* (Qld).

22.2 Each Party agrees in undertaking the Project and receiving any Personal Information sourced from or disclosed by the other Party, a Participant, or other person:

(a) to collect Personal Information, and to use or disclose Personal Information obtained during the Project only for the Project;

(b) not to do any act or engage in any practice that would breach an IPP contained in *Schedule 3* of the *Information Privacy Act*, which if done or engaged in by an agency, would be a breach of that IPP;

(c) to carry out and discharge the obligations contained in the IPPs as if it were an agency under the *Information Privacy Act*;

(d) to comply with Chapter 2 Part 3 of the *Information Privacy Act* if transfer of Personal Information outside Australia is contemplated or necessary for the Project;

(e) to immediately notify the other Party if the Party becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this Clause 12; and

(f) to ensure that any personnel of the Party who is required to deal with Personal Information for the purposes of this Agreement is made aware of the obligations of the Party set out in this Clause 23.

## **23. NOTICES**

23.1 Any notice or other communication to be given under this Agreement must be in writing and may be delivered by hand, or sent by pre-paid post or e-mail transmission to the respective addresses set out in Item 9 of Schedule 1 or any substitute address a Party may notify to the other for the purposes of

this clause.

23.2 Notices will be deemed to have been given:

- (a) if mailed – 2 Business Days after posting;
  - (b) if delivered – on the date of delivery;
  - (c) if faxed – on the sender’s fax machine noting an apparently successful transmission; or
  - (d) if emailed – on the date that receipt of the email is acknowledged by the recipient,
- except that a notice that is delivered, faxed or emailed after 5:00 pm on any day, will be deemed delivered, faxed or emailed on the next Business Day.

#### **24. VARIATION AND PRECEDENCE OF DOCUMENTS**

24.1 This Agreement may only be varied by agreement in writing signed by both Parties.

24.2 If any part of this Agreement conflicts with any other part, that part higher in the following list shall take precedence to the extent of the inconsistency:

- (a) the terms and conditions contained in the clauses of the Agreement;
- (b) the Schedules (excluding the Proposal);
- (c) the Fund Guidelines; and
- (d) the Proposal.

#### **25. INTELLECTUAL PROPERTY**

25.1 Nothing in this Agreement affects a Party’s Background Intellectual Property rights.

25.2 Subject to Clause 25.4, all rights in and to the Project Intellectual Property shall vest in the Recipient.

25.3 The Department hereby expressly disclaims any legal or equitable interest in the Project Intellectual Property.

25.4 Intellectual Property rights in Reports vest upon creation in the Department.

25.5 The Recipient will use its best endeavours, and ensure Participants use their best endeavours, to obtain from relevant personnel a moral rights consent in relation to Reports, necessary for the Department’s use of the Reports.

25.6 The Recipient grants to the Department a perpetual, non-exclusive, royalty-free licence (including right of sublicense) to use, adapt, reproduce, publish and exploit any photos and videos produced by or on behalf of the Recipient for publicity or media purposes, for the purposes of this Agreement and for any related purpose.

25.7 The Recipient expressly consents, and will ensure that its employees provide express written consent, to the exercise of rights by the Department as contemplated in Clause 25.6, in relation to the personal information and likeness of the Recipient and/or its employees comprised in any photos

and videos.

- 25.8 The Recipient will use reasonable endeavours to obtain the express written consent of any other person or third party, to the exercise of rights by the Department as contemplated in Clause 25.6, in relation to the personal information and likeness of the other person or third party comprised in any photos and videos.
- 25.9 Upon request by the Department, the Recipient must promptly provide copies of the express written consents obtained pursuant to Clause 25.7 and 25.8.

## **26. RELATIONSHIP**

- 26.1 The Parties agree that no employment relationship, agency or partnership or joint venture relationship exists between the Department and the Recipient.
- 26.2 The Recipient:
- (a) has no authority or power, and must not purport to have the authority or power, to bind the Department or make representations on behalf of the Department;
  - (b) must not hold itself out or engage in any conduct or make any representation which may suggest to any person that the Recipient is for any purpose an employee, agent, partner or joint venturer with the Department; and
  - (c) must not represent to any person that the Department:
    - (i) is a party to the Project other than as a financial contributor; or
    - (ii) has guaranteed the performance or fulfilment of the objectives of the Project.

## **27. GENERAL PROVISIONS**

- 27.1 **Entire Agreement** - The terms of the agreement between the Parties are those set out in this Agreement, and no written or oral agreement, arrangement or understanding made or entered into prior to the Agreement Start Date will in any way be read or incorporated into this Agreement.
- 27.2 **No Assignment** – The Recipient may not assign the Agreement or any of the benefits or obligations under the Agreement without the prior written consent of the Department.
- 27.3 **Subcontracting** – The Recipient may not subcontract any part of its obligations under this Agreement without the prior written consent of the Department, which may be given subject to conditions.
- 27.4 **Jurisdiction** – This 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.
- 27.5 **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 at any time any provision of this Agreement will not constitute a waiver of the Party’s rights in respect of the provision.
- 27.6 **Counterparts** – this Agreement may be validly entered into by exchange of signed counterparts

between the Parties, which taken together form the Agreement.

27.7 **Costs** - the Parties will pay their own costs (including legal costs), expenses and disbursements of and incidental to the preparation, execution and stamping of this Agreement.

27.8 **Time** - any act, matter or thing required under this Agreement to be done on a day which is not a business day must be done on the next succeeding business day.

## **28. KNOWLEDGE SHARING**

28.1 Upon request by the Department in writing, the Recipient will participate in industry forums and industry publications in relation to the activities and outcomes of the Project.

**SCHEDULE 1 – PROJECT DETAILS**

1.	<b>Recipient:</b> (Clause 1.1)	
2.	<b>Project title and description:</b>	
3.	<b>Project Commencement Date</b>	Collaborative Agreement Date
4.	<b>Project Completion Date</b>	[insert period] from the Project Commencement Date
5.	<b>Agreement Start Date:</b>	The date this Agreement is signed by the last Party to sign this Agreement
6.	<b>Agreement End Date:</b>	Six months after the date of submission of a satisfactory Final Report by the Recipient
7.	<b>Amount of Funding (exclusive of GST):</b>	\$
8.	<b>Insurance cover:</b> (Clause 14)	<ul style="list-style-type: none"> <li>• Public liability insurance for the amount of \$10,000,000, in respect of each claim.</li> <li>• Workers' compensation insurance for the Recipient's employees in accordance with the <i>Workers' Compensation and Rehabilitation Act 2003 (Qld), as amended 29 Oct 2013</i>.</li> <li>• General insurance in respect of all property (in which the Recipient has an insurable interest) for the full reinstatement value, that is used in connection with the Project, including all buildings, fixtures and fittings and contents contained thereon or therein, against all loss and damage caused by or resulting from accident, fire, theft, malicious damage or storms and any other insurable risk which property of a similar nature is commonly insured against.</li> <li>• Professional indemnity insurance for the amount of \$10,000,000, in respect of each claim, covering the Recipient and its employees.</li> </ul>
9.	<b>Contact Officers:</b> (Clause 22.1)	<p><b>For the Department:</b> [insert details]</p> <p>Department of Innovation, Tourism Industry Development and the Commonwealth Games.</p> <p>Telephone: (07)</p>

		<b>For the Recipient:</b>
<b>10.</b>	<b>Participants:</b> (Clause 6.3)	Participant 1: Participant 2: [add further as necessary]
<b>11.</b>	<b>Portion of funding on goods and services provided by Queensland SMEs</b>	\$

**SCHEDULE 2 – PROJECT PLAN**

<b>Project Stage 1</b>		<b>Project Commencement Date</b> <b>Stage completion date:</b> x months (less one day) from the Project Commencement Date
Description of Project activities		
<b>Project Stage 2</b>		<b>Stage commencement date:</b> x months from the Project Commencement Date <b>Stage Completion date:</b> x months (less one day) from the Project Commencement Date
Description of Project activities		
<b>Project Stage 3</b>		<b>Stage commencement date:</b> x months from the Project Commencement Date <b>Stage completion date:</b> x months (less one day) from the Project Commencement Date
Description of Project activities		
<b>Project Stage 4</b>		<b>Stage commencement date:</b> x months from the Project Commencement Date <b>Stage completion date:</b> x months (less one day) from the Project Commencement Date
Description of Project activities		

**SCHEDULE 3 – AGREEMENT MILESTONES**

NO	MILESTONE ACTIVITIES	MILESTONE DELIVERABLE	MILESTONE DATE	INSTALMENT AMOUNT (EXC GST)	GST AMOUNT	INSTALMENT AMOUNT (INC GST)
1		Submission of: <ul style="list-style-type: none"> <li>- executed Collaborative Agreements</li> <li>- Completed commencement survey</li> <li>- <i>valid Tax Invoice</i></li> </ul>	Within 1 Month from the Agreement Commencement Date	\$	\$	\$
2		Submission of: <ul style="list-style-type: none"> <li>- <i>Progress Report on Stage 1</i></li> <li>- <i>valid Tax Invoice</i></li> </ul>	x calendar months from the Project Commencement Date	\$	\$	\$
3		Submission of: <ul style="list-style-type: none"> <li>- <i>Progress Report on Stage 2</i></li> <li>- <i>valid Tax Invoice</i></li> </ul>	x calendar months from the Project Commencement Date	\$	\$	\$
4		Submission of: <ul style="list-style-type: none"> <li>- <i>Progress Report on Stage 1-3</i></li> <li>- <i>valid Tax Invoice</i></li> </ul>	x calendar months from the Project Commencement Date	\$	\$	\$
5		Submission of: <ul style="list-style-type: none"> <li>- <i>Final Report on Stage 4</i></li> <li>- <i>valid Tax Invoice</i></li> </ul>	x calendar months from the Project Commencement Date	\$	\$	\$
6		No of milestones will depend on project timeframe, project plan and funding.				

**FINANCIAL INCENTIVE AGREEMENT**  
 ADVANCE QUEENSLAND INDUSTRYTECH FUND

7		Submission of: - <i>Final Report on Stage x</i>				
8						
<b>Total</b>				<b>\$</b>	<b>\$</b>	<b>\$</b>

**SCHEDULE 4 – CONTRIBUTION TABLE**

<b>DITID CONTRIBUTIONS</b>	<b>CASH</b>	<b>IN-KIND</b>	<b>TOTAL</b>
<b>YEAR 1 TOTAL</b>			
<b>YEAR 2 TOTAL</b>			
<b>YEAR 3 TOTAL</b>			
<b>PROJECT TOTAL</b>			

<b>RECIPIENT CONTRIBUTIONS</b>	<b>CASH</b>	<b>IN-KIND</b>	<b>TOTAL</b>
<b>YEAR 1 TOTAL</b>			
<b>YEAR 2 TOTAL</b>			
<b>YEAR 3 TOTAL</b>			
<b>PROJECT TOTAL</b>			

<b>PARTICIPANTS TOTAL</b>	<b>CASH</b>	<b>IN-KIND</b>	<b>TOTAL</b>

**FINANCIAL INCENTIVE AGREEMENT**  
 ADVANCE QUEENSLAND INDUSTRYTECH FUND

<b>CONTRIBUTIONS</b>			
<b>YEAR 1 TOTAL</b>			
<b>YEAR 2 TOTAL</b>			
<b>YEAR 3 TOTAL</b>			
<b>PROJECT TOTAL</b>			

<b>PARTICIPANT &lt;ORGANISATION&gt; CONTRIBUTIONS</b>	<b>CASH</b>	<b>IN-KIND</b>	<b>TOTAL</b>
<b>YEAR 1 TOTAL</b>			
<b>YEAR 2 TOTAL</b>			
<b>YEAR 3 TOTAL</b>			
<b>PROJECT TOTAL</b>			

<b>PARTICIPANT &lt;ORGANISATION&gt; CONTRIBUTIONS</b>	<b>CASH</b>	<b>IN-KIND</b>	<b>TOTAL</b>
<b>YEAR 1 TOTAL</b>			

<b>YEAR 2 TOTAL</b>			
<b>YEAR 3 TOTAL</b>			
<b>PROJECT TOTAL</b>			

<b>PARTICIPANT &lt;ORGANISATION&gt; CONTRIBUTIONS</b>	<b>CASH</b>	<b>IN-KIND</b>	<b>TOTAL</b>
<b>YEAR 1 TOTAL</b>			
<b>YEAR 2 TOTAL</b>			
<b>YEAR 3 TOTAL</b>			
<b>PROJECT TOTAL</b>			

<b>PARTICIPANT &lt;ORGANISATION&gt; CONTRIBUTIONS</b>	<b>CASH</b>	<b>IN-KIND</b>	<b>TOTAL</b>
<b>YEAR 1 TOTAL</b>			
<b>YEAR 2 TOTAL</b>			
<b>YEAR 3 TOTAL</b>			

**FINANCIAL INCENTIVE AGREEMENT**  
 ADVANCE QUEENSLAND INDUSTRYTECH FUND

<b>PROJECT TOTAL</b>			
----------------------	--	--	--

PARTICIPANT <ORGANISATION> CONTRIBUTIONS	CASH	IN-KIND	TOTAL
YEAR 1 TOTAL			
YEAR 2 TOTAL			
YEAR 3 TOTAL			
PROJECT TOTAL			

PARTICIPANT <ORGANISATION> CONTRIBUTIONS	CASH	IN-KIND	TOTAL
YEAR 1 TOTAL			
YEAR 2 TOTAL			
YEAR 3 TOTAL			
PROJECT TOTAL			

<b>PARTICIPANT &lt;ORGANISATION&gt; CONTRIBUTIONS</b>	<b>CASH</b>	<b>IN-KIND</b>	<b>TOTAL</b>
<b>YEAR 1 TOTAL</b>			
<b>YEAR 2 TOTAL</b>			
<b>YEAR 3 TOTAL</b>			
<b>PROJECT TOTAL</b>			

<b>PARTICIPANT &lt;ORGANISATION&gt; CONTRIBUTIONS</b>	<b>CASH</b>	<b>IN-KIND</b>	<b>TOTAL</b>
<b>YEAR 1 TOTAL</b>			
<b>YEAR 2 TOTAL</b>			
<b>YEAR 3 TOTAL</b>			
<b>PROJECT TOTAL</b>			

## **SCHEDULE 5 – INFORMATION AND MATERIAL FOR REPORTS AND PAYMENT CLAIMS**

### **Item 1 – Progress Reports**

- S5.1 A Progress Report must be in the format as notified from time to time by the Department to the Recipient, including any other information and material reasonably requested by the Department and notified to the Recipient in writing from time to time and including the following information:
- (a) an outline of Project activities undertaken and outcomes achieved during the relevant Stage in the Project Plan;
  - (b) an outline of any Project activities planned for the relevant stage in the Project Plan that did not take place, the reason for this, and any plans to rectify;
  - (c) the total expenditure by the Recipient on the Project claimed as Eligible Project Costs to date;
  - (d) evidence of the expenditure on the Project in the form of an official financial statement showing expenditure claimed by the Recipient as Eligible Project Costs;
  - (e) the amount of any unspent Funding, the reason why the unspent Funding have not been spent and a prediction of when the Recipient expects that the unspent Funding will be spent;
  - (f) details of the amount and type of Contribution made by the Recipient and each of the Participants to the Project;
  - (g) any adverse matter which may materially affect the Project or the Recipient;
  - (h) a declaration signed by the Contact Officer testifying to the truth and accuracy of the information submitted in support of the claim; and
  - (i) any other information and material reasonably requested by the Department relating to the Project.

### **Item 2 – Final Report**

- S5.2 The Final Report is a Progress Report in the format as notified from time to time by the Department to the Recipient in writing, and including the following additional information:
- (a) an outline of the work on the Project from the Agreement Start Date to the date of completion of the Final Report;

- (b) a summary of the key achievements of the Project including information to support the evaluation of the Project (including details of the commercial potential of the Project to Queensland);
- (c) an outline of how the Project has contributed to the Recipient's future development; facilitated the collaboration between the Recipient and the Participants on the Project; and benefited Queensland;
- (d) details and evidence of the amount and type of financial contribution made by the Recipient and each of the Participants to the Project up to the date of the Final Report.

### **Item 3 – Update Report**

S5.3 An Update Report shall include any information pertaining to the Project that is reasonably requested by the Department including information to support the evaluation of the Project (including details of the commercial potential of the Project to Queensland).

S5.4 The Recipient is only required to provide information in an Update Report which:

- (a) is readily available to the Recipient;
- (b) can be obtained using the Recipient's reasonable endeavours; and
- (c) is not subject to obligations of confidentiality owed to any third parties.

### **Item 4 - Payment Claims**

S5.5 A valid Tax Invoice from the Recipient for the amount of that Funding being claimed (plus GST).

S5.6 A brief report signed by the Contact Officer setting out:

- (a) the Milestone Deliverable number;
- (b) a description of the Milestone Deliverable;
- (c) the total expenditure by the Recipient on the Project claimed as Project Costs (including Eligible Project Costs) to date;
- (d) evidence of the amount of Funding and Contributions expended through Queensland SMEs;
- (e) the amount of any unspent Funds;
- (f) the reason why the unspent Funds have not been spent;

- (g) a prediction of when the Recipient expects that the unspent Funds will be spent; and
- (h) any adverse matter which may materially affect the Project or the Recipient.

S5.7 Evidence of expenditure on the Project in the form of an official financial statement showing expenditure claimed by the Recipient as Project Costs (including Eligible Project Costs).

S5.8 Details and evidence of the amount and type of Contributions made by the Recipient and each of the Participants to the Project.

S5.9 A declaration signed by the Contact Officer testifying as to the truth and veracity of the information submitted in support of the Payment Claim.

S5.10 Any other information and material reasonably requested by the Department relating to the Project.

**SCHEDULE 6 – PROPOSAL**

**(AS ATTACHED)**

EXECUTED AS A DEED **BY THE PARTIES ON THE DATES SET OUT BELOW.**

**SIGNED** for and on behalf of the **STATE OF** )  
**QUEENSLAND** through the Department of Innovation, ).....  
Tourism Industry Development and the ) (signature)  
Commonwealth Games (ABN 83 481 966 722) by:  
.....(insert name) )  
.....(insert position) )

A duly authorised person, in the presence of: ) ...../...../.....  
(date)

.....  
(signature of witness)

**SIGNED** for and on behalf of **<RECIPIENT** )  
**ORGANISATION>** (ABN: XX XXX XXX XXX) by: ).....  
) (signature )  
.....(insert name) )  
.....(insert position) )

A duly authorised person, in the presence of: ) ...../...../.....  
(date)

.....  
(signature of witness)