

Advance Queensland BIO 2020 Female Business Leaders Program: Guidelines

About the Opportunity

The BIO International Convention (BIO) is the most significant annual biotechnology conference in the world. BIO 2020 will be held in San Diego from 8 – 11 June 2020. BIO attracts over 1800 exhibitors and 17,300 industry delegates representing leaders in government, research, investment and business.

The Queensland Government has supported the Queensland biotechnology sector for over 20 years including an annual mission to BIO since 1999. This year, to support the Queensland Government's commitment to female leaders, Advance Queensland will provide support for three relevant female biotechnology industry leaders to join the Queensland Mission to BIO 2020.

The Advance Queensland BIO 2020 Female Business Leaders Program is for female leaders in Queensland who have not previously attended the BIO Convention and can demonstrate benefit to themselves / their business by joining the mission and attending BIO 2020 Convention in San Diego.

The program includes a bursary towards travel and related costs, mission program components, mentoring support, exhibition pass, and the opportunity to attend partnering meetings, networking, promotional opportunities.

The program is focused on:

- achieving greater gender diversification in the Queensland economy
- supporting the growth and development of female leaders in the sector
- creating new opportunities and growing the pipeline of Queensland Life Sciences companies
- assisting Queensland businesses to operate in global markets.

Bursary details

- The Advance Queensland BIO 2020 Female Business Leaders Program will award successful applicants a bursary of \$2,000 (excluding GST) to participate in the Queensland Mission to BIO 2020.
- The recipients will also be provided with:
 - opportunity to attend the investor panel and Queensland VIP reception on 7th June 2020;
 - admission to the Redefining Early Stage Investments (RESI) exhibition 8th June 2020;
 - admission to the BIO Exhibition 9th to 11th June 2020 in San Diego (note this is for the exhibition hall only, not a conference ticket);
 - invitation to participate in any pre-BIO activities with the Female Business Leaders cohort and other Queensland delegates;
 - industry mentoring;
 - invitation to participate in meetings and site visits in San Diego;
 - participation with Team Queensland on the Australia pavilion at BIO 2020.
- Your business must be relevant to the BIO 2020 Convention themes.
- Any individual and/or business can only submit one application.

Eligibility criteria

The BIO 2020 Female Business Leaders Program is for applicants who meet the following criteria:

- identify as female;
- currently hold an executive level position in their business for at least one year (Founder, Co-Founder, Chief Executive Officer, Owner, Director, Chief Operating Officer);
- the Female Leader resides in Queensland;
- the business is head-quartered in Queensland;
- the business has an Australian Business Number registered in Queensland and is registered for GST;
- the business has been operating for two or more years;
- the Female Leader has not previously attended the BIO International Convention;
- the successful applicant is able to travel to the United States of America in early June 2020.

Eligible funding costs

Bursary recipients must use funding to support costs to attend the BIO 2020 Convention in San Diego (such as airfares, accommodation).

Ineligible funding costs

Ineligible costs include any costs not directly attributable to the proposed activities for the BIO 2020 mission.

Assessment criteria

Applications are assessed against the following criteria:

Demonstrate that you and your business:

- have relevance to the industry, the market and the mission;
- would benefit from the mission's professional development activities and help you scale your business;
- can identify three key benefits that you and/or your business would gain through the mission.

Application assessment

The application process has the following stages:

Stage 1 - Complete an online application.

Stage 2 - Applications will be assessed against the selection criteria and shortlisted by a panel of assessors.

Applicants will be notified by email regarding the outcome of their applications.

All applications received are subject to eligibility and due diligence processes. Applicants may be

contacted during the eligibility assessment process to clarify information provided in the application and/or to request additional information to enable appropriate consideration.

Please read the guidelines and instructions provided throughout the application form carefully to ensure all fields are completed correctly.

Terms and Conditions

The Advance Queensland BIO 2020 Female Business Leaders Program Terms and Conditions will be available on the department's website while the program is open. Applicants must read, and accept the terms and conditions prior to submitting an application.

If the application is successful the applicant's name and business listed in the application form becomes the recipient business. Note this program is for business leaders and not applicable to researchers.

The applicant must provide evidence of a valid passport, approved visa and travel insurance certificate prior to receiving the bursary.

Conditions of funding

Successful applicant business will be required to enter into a Grant Deed with the Queensland Government. They will be required to execute the Grant Deed within 15 days of receiving it.

Payment of the bursary will be made in one instalment subject to negotiation between the applicant and the department but typically the payment will be made:

- upon execution of the Grant Deed;
- the recipient providing evidence of a valid passport, approved visa and travel insurance certificate; and
- the applicant's business providing an invoice for the \$2,000 (GST exclusive).

The bursary is not transferable to another business or individual.

Queensland Government funding should be acknowledged by recipients in all relevant published material, media releases and public statements.

Post Mission Report

The applicant will be required to provide a post mission report within 30 days of the BIO mission. The report should clearly state how the State of Queensland has benefited from supporting you and your business through this program by addressing:

- how attending BIO 2020 has contributed to economic outcomes for your business;
- summary of key meetings, connections, networks and site visits and how they may support your business.

Privacy

The Queensland Government collects and collates information from the application form to evaluate applications for the bursary. Only authorised departmental officers and approved bursary assessors have access to this information.

Applicants should note that broad details of successful proposals, agreed outcomes, progress and the level of funding awarded may be published by the Queensland Government. Some information may be used to promote funded proposals.

Your personal information will not be disclosed to any other third party without your consent, unless required by law or for the purposes of *Information Privacy Act 2009*.

For audit purposes, the Queensland Government is required to retain the applications and other supplied supporting material.

The provisions of the *Right to Information Act 2009* apply to documents in the possession of the Queensland Government.

How to apply

Applications are completed and submitted online. Your application must consist of: a completed online application form;

- ✓ acknowledgement of reading and accepting the terms and conditions;
- ✓ attachments may include:
 - a) additional documentation providing a summary of your business;
 - b) your CV;
 - c) organisational structure and team member profiles.

There is no implicit guarantee of approval at any stage of the application process.

Further information

Web: advance.qld.gov.au

Email: advancequeensland@ditid.qld.gov.au

Facebook: Advance Queensland

Twitter: @AdvanceQld

Phone: 13 QGOV (13 74 68)

Advance Queensland BIO 2020 Female Business Leaders Program: Terms and Conditions

1. Parties

- 1.1 The **Recipient** is the applicant business specified in the Application.
- 1.2 The **State** is the State of Queensland as represented by the Department of Innovation, Tourism Industry Development and the Commonwealth Games.

2. Recipient Obligations

- 2.1 The Recipient agrees to perform the Proposal activities in accordance with this Agreement.
- 2.2 In performing the Proposal activities, the Recipient must:
 - (a) exercise reasonable diligence, care and skill;
 - (b) provide required information and reports detailed in the Application and the Agreement;
 - (c) achieve the Proposal milestones, aims and outcomes, by the relevant milestone dates detailed in the Application;
 - (d) maintain required insurance during the term of the Agreement;
 - (e) maintain eligibility requirements during the term of the Agreement;
 - (f) only spend the Funding for the purpose of performing the Proposal activities and in accordance with the Agreement; and
 - (g) comply with all relevant laws.

3. Acknowledgements

- 3.1 The Recipient agrees to acknowledge the State's support in Material published in connection with this Agreement.
- 3.2 The State may publically disclose the Recipient, Funding and Proposal details and outcomes (subject to notified commercial in confidence restrictions).
- 3.3 The Parties agree to make their officers available for media opportunities.

4. Notices

- 4.1 The Parties agree to notify the other Party of anything reasonably likely to affect the delivery of the Proposal or as otherwise required under this Agreement.
- 4.2 A notice under this Agreement must be in writing, and sent to the Party at their address specified in the Application.

5. Relationship between the Parties

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

6. Payment

- 6.1 The State agrees to pay the Funding to the Recipient in accordance with the Application upon the Recipient:
 - (a) achieving the relevant Proposal milestone;
 - (b) providing any relevant due report;
 - (c) providing the State with a correctly rendered invoice, and
 - (d) complying with this Agreement;to the State's reasonable satisfaction.
- 6.2 The State may by notice withhold payment of any amount where it reasonably believes the Recipient has not complied with this Agreement or is unable or unwilling to perform the Proposal.

- 6.3 A notice under clause 6.2 will contain the reasons for any payment being withheld and the steps the Party can take to address those reasons.
- 6.4 The State will pay the withheld amount once the Party has satisfactorily addressed the reasons contained in a notice under clause 6.2.
- 6.5 The State has no obligation to provide further funding or assistance beyond the Funding.

7. Repayment

- 7.1 If any of the Funding has been spent other than in accordance with this Agreement or any amount of the Funding is additional to the requirements of the Proposal, the Recipient agrees to repay that amount to the State.
- 7.2 The amount to be repaid under clause 7.1 may be set-off or deducted by the State from subsequent payments of the Funding.

8. Reporting, Record keeping, access and audit

- 8.1 The Recipient agrees to:
 - (a) maintain records of the expenditure of the Funding;
 - (b) provide a milestone report (including financial acquittal in relation to expenditure) within one month after the first milestone date;
 - (c) provide a final report (including financial acquittal in relation to expenditure) within one month after the final milestone date;
 - (d) provide any information reasonably requested by the State; and
 - (e) allow the State's employees, contractors and agents to access the premises and inspect records and Proposal documentation and/or audit the performance of the Agreement, upon reasonable notice;

to the satisfaction of the State.

9. Intellectual Property

The Recipient owns the Intellectual Property Rights in Proposal Material created in performing the Proposal activities.

10. Privacy

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

11. Confidentiality

The Parties agree not to disclose each other's confidential information without prior written consent, unless required or authorised by law or Parliament.

12. Insurance

The Recipient agrees to maintain adequate insurance, (including at least \$10 million public liability insurance, and workers compensation insurance) for the duration of this Agreement and provide the State with proof if requested.

13. Indemnities

- 13.1 Subject to clause 13.3, the State's liability in connection with this Agreement is limited in aggregate to the Funding amount.
- 13.2 The Recipient is liable for and indemnifies the State against any claim, loss or damage arising in connection with:
 - (a) the Proposal;
 - (b) the Recipient's and its employees, contractors and agents act or omission; or
 - (c) the Recipient's breach of the Agreement.
- 13.3 The Recipient's obligation to indemnify the State will reduce proportionally to the extent any act or omission involving fault on the part of the State contributed to the claim, loss or damage.
- 13.4 The Parties will not in any circumstances be liable for any loss of, revenue, profit, opportunity, goodwill, reputation or any indirect or consequential loss in connection with the Agreement.

14. Dispute resolution

- 14.1 The Parties agree not to initiate legal proceedings in relation to a dispute unless they have tried and failed to resolve the dispute by negotiation.
- 14.2 The Parties agree to continue to perform their respective obligations under this Agreement while a dispute exists.
- 14.3 The procedure for dispute resolution does not apply to action relating to termination or urgent interlocutory relief.

15. Termination for default

- 15.1 The State may terminate this Agreement immediately by notice where it reasonably believes the Recipient:
- (a) has breached this Agreement, if the State reasonably considers such breach is not capable of remedy;
 - (b) has submitted information in support of the Application or in the Application itself which is found to have been false or misleading in a material particular;
 - (c) has failed to maintain satisfactory progress towards completion of the Proposal;
 - (d) has become (or the individual applicant has become) ineligible for Funding;
 - (e) has withdrawn from the Proposal; or
 - (f) has become bankrupt or insolvent, entered into a scheme of arrangement with creditors, or come under any form of external administration.
- 15.2 The State may immediately terminate the Agreement by notice, if a Party has failed to remedy a breach of the Agreement within 15 business days of service of a notice upon that Party detailing the breach.
- 15.3 Upon termination or expiration of the Agreement under this clause 15, the Recipient must deliver to the State (within 20 business days):
- (a) all reports due under this Agreement at the date of termination or expiration; and
 - (b) the Recipient must repay any unspent or legally uncommitted Funding, or Funding not spent in accordance with this Agreement, which will be a debt due to and recoverable by the State.

16. Termination for convenience

- 16.1 The State may terminate this Agreement by 15 business days' notice, due to a change in government policy.
- 16.2 The Recipient agrees on receipt of a notice of termination under clause 16.1, to stop the performance of its obligations as specified in the notice, and take all available steps to minimise loss resulting from that termination.
- 16.3 In the event of termination under clause 16.1, the State will be liable only to:
- (a) pay any part of the Funding due and owing for activities satisfactorily performed as at the date of termination, to the Recipient; and
 - (b) reimburse any reasonable expenses the

Recipient unavoidably incurs that relate directly to the termination and are not covered by 16.3(a).

- 16.4 The State's liability to pay any amount under this clause is subject to:
- (a) the Recipient's compliance with this Agreement; and
 - (b) the total amount of the Funding.

17. Survival

17.1 Clauses 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19 & 20 survive termination or expiry of this Agreement.

18. GST

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

19. General

- 19.1 **Governing Law** – The Agreement is governed by the law of the State of Queensland and the Parties agree to submit to the non-exclusive jurisdiction of the courts of the State of Queensland.
- 19.2 **Entire Agreement** – The Agreement constitutes the entire agreement between the parties and supersedes all communications and negotiations (oral or written) between the Parties.
- 19.3 **Waiver** – No right under the Agreement will be deemed to be waived except by notice in writing agreed by the waiving Party. A failure by a Party to enforce any provision of the Agreement will not constitute a waiver of that Party's rights.
- 19.4 **Severability** – The invalidity or unenforceability of any provision of the Agreement does not invalidate the remaining provisions. Any illegal or invalid provision will be severable and all other provisions will remain in effect.
- 19.5 **Variation** - This Agreement may be varied in writing only, signed by the Parties.
- 19.6 **Subcontracting** – The Recipient must not transfer, assign, novate or subcontract its obligations without the prior written consent of the State.

20. Definitions and Interpretation

20.1 In this Agreement, unless the contrary appears:

- **Agreement** means these Terms and Conditions, the Guidelines, and the Application. The Terms and Conditions prevail over the other documents to the extent of any inconsistency.
- **Application** means the funding application document as approved by the State.
- **Completion Date** means the date or event specified in the Application for completion of the Proposal.
- **Confidential Information** means information of a Party relating to this Agreement or the Proposal:
 - (a) that by its nature is confidential, or the recipient knows or ought to know is confidential;
- and excludes information which is publically known, other than by breach of this Agreement.
- **Funding** means the money, or any part of it, payable by the State to the Recipient as specified in the Application.
- **Guidelines** means the funding program guidelines document published by the State.
- **Information Privacy Principle** has the same meaning as in the *Information Privacy Act 2009*.
- **Intellectual Property Rights** means all copyright, patents, registered and unregistered trademarks (including service marks), registered designs, and other rights resulting from intellectual activity (other than moral rights under the *Copyright Act 1968*).
- **Material** includes documents, equipment, software (including source code and object code versions), goods, information and data stored by any means including all copies and extracts of them.
- **Party** means the Recipient or the State, as the context requires, and **Parties** means both of them.
- **Personal Information** has the same meaning as in the *Information Privacy Act 2009*.
- **Proposal** means the proposal activities described in the Application.
- **Proposal Material** means any Material, other than reports, created or developed by the Recipient as a result of the Proposal.
- **Recipient** means the legal entity specified in the Application to carry out the Proposal and includes, where relevant, its officers, employees, contractors and agents.
- **State** means the State of Queensland as represented by the Department of Innovation, Tourism Industry Development and the

Commonwealth Games and includes, where relevant, its officers, employees, contractors and agents.

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

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