

NEXT GENERATION MANUFACTURING INVESTMENT PROGRAMME: ROUND 2

Programme Guidelines

I, THE HON CHRISTOPHER PYNE MP, Minister for Industry, Innovation and Science ('the *Minister*'), issue the following *Programme Guidelines* to the Department of Industry, Innovation and Science ('the *Department*').

DATED 18 March 2016


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MINISTER FOR INDUSTRY, INNOVATION AND SCIENCE

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Purpose

The purpose of these *Programme Guidelines* is to provide a framework for the operation and administration of the *Next Generation Manufacturing Investment Programme – Round 2* ('the *Programme*').

1. These *Programme Guidelines* are not an exclusive statement of the Australian Government's requirements for the *Programme*.
2. These *Programme Guidelines* do not create any legal, equitable or other relationship between the Australian Government and an *Applicant*.
3. Definitions of key terms used in these *Programme Guidelines* can be found at Appendix A.

Commencement

4. These *Programme Guidelines* commence on the day on which they are signed by the *Minister*.

Authority for Programme Guidelines

5. These *Programme Guidelines*:
 - (a) are made by the *Minister*; and
 - (b) may be amended by the *Minister*.

Interpretation

6. The definitions outlined in Appendix A apply for the purpose of interpreting these *Programme Guidelines*. These definitions are not intended to substitute for the defined terms in any *Funding Agreement*.

Part One: Overview

Introduction

7. The Australian Government announced on 30 April 2014 that it would establish a \$155 million Growth Fund for employees and businesses affected by the closure of automotive manufacturing operations in Victoria and South Australia. The *Next Generation Manufacturing Investment Programme* is an element of the Growth Fund and was announced as a \$60 million programme (including \$12 million each from the Victorian and South Australian State Governments).
8. Round 1 of the *Programme* is providing grants to businesses in Victoria and South Australia for capital projects to either establish or expand their manufacturing operations in areas of high value manufacturing.
9. The Australian Government is providing an additional \$29.1 million in grant funding to conduct a Round 2 of the *Programme*. This is Australian Government funding that was previously allocated to the Regional Infrastructure Programme
10. The *Department* is responsible for administering the *Programme*. The *Programme* will operate over five years from 2015-16 to 2019-20 with an evaluation to be undertaken in 2020-21.
11. At the commencement of the *Programme*, grant funds will be divided into two equal funding pools, one for each participating State. For each funding pool under the *Programme*, grants will be awarded through open competitive funding rounds against the *Programme* eligibility and merit criteria.
12. The eligibility requirements, merit criteria and all other relevant conditions set out in these *Guidelines* apply to the Victorian funding pool and the South Australian funding pool.

Programme objectives

13. The *Programme* aims to support the Australian Government's commitment to promoting Australia's competitiveness and productivity, including facilitating a strong manufacturing industry which exploits domestic competitive advantages.
14. The *Programme* will support the Australian Government's goals by funding capital projects that aim to:
 - (a) accelerate private sector investment in areas of high value manufacturing, in Victoria and South Australia; and
 - (b) assist firms to build scale and capability and be competitive in new or growing markets.
15. Grants will include support for small and medium-sized firms that have the demonstrated capability to access and capture market opportunities.

Part Two: Roles and Responsibilities

The Minister

Victorian Funding Pool

16. The *Minister* will make the final decision as to whether an *Eligible Project* is funded under the *Programme's* Victorian funding pool. The Minister will advise the *Victorian Minister of the Eligible Projects* to be funded.

South Australian Funding Pool

17. The *Minister* will make the final decision as to whether an *Eligible Project* is funded under the *Programme's* South Australian funding pool. The Minister will advise the *South Australian Minister of the Eligible Projects* to be funded.

Programme Delegate

18. The *Minister* will appoint a *Programme Delegate* from the *Department* to administer the *Programme*.
19. The *Programme Delegate* may provide further customer information and amend such information from time to time.
20. The *Programme Delegate* is responsible for:
 - (a) ensuring overall efficient and effective administration of the *Programme*;
 - (b) determining the eligibility of *Applications* for merit assessment;
 - (c) entering into *Funding Agreements* on behalf of the Australian Government with *Grantees*; and
 - (d) authorising payments of *Grant Funds* by the Australian Government to *Grantees*.
21. The *Programme Delegate* may have other responsibilities under the *Programme*.

Next Generation Manufacturing Investment Programme Advisory Committee

22. A *Next Generation Manufacturing Investment Programme Advisory Committee (Advisory Committee)* is a panel appointed by the *Minister*. The purpose of the *Advisory Committee* is to consider and assess *Eligible Applications* and make recommendations to the *Minister* for funding of grants under the *Programme*.
23. There will be two *Advisory Committees* convened for this *Programme*: one for each funding pool.
24. The *Advisory Committee* for the Victorian funding pool will comprise an independent Chair (a person with sound business credentials), a representative from the *Department* and a business representative from the State of Victoria.
25. The *Advisory Committee* for the South Australian funding pool will comprise the same independent chair and representative from the *Department*, and a business representative from the State of South Australia.

Part Three: Eligibility Requirements

Grant Limits

26. The minimum grant under the *Programme* will be \$500,000.
27. The maximum grant under the *Programme* will be \$2.5 million.
28. Grants will be made on the basis of providing up to a maximum of one dollar for every two dollars provided by the *Applicant*.
29. *Applicants* may apply for other Australian Government granting programmes for the same project. However, if successful, the project can only be supported by either the *Programme* or one of the other Australian Government granting programmes.

Eligible Applicants

30. To be an *Eligible Applicant*, an *Applicant* must:
 - (a) be an entity incorporated in Australia; and
 - (b) be *non-income tax exempt*;
 - (c) engage in trading activities that:
 - i. form a sufficiently significant proportion of its overall activities; or
 - ii. are a substantial and not merely peripheral activity of the corporation; and
 - (d) have an Australian Business Number; and
 - (e) be registered for the Goods and Services Tax (GST); and
 - (f) not be named by the Affirmative Action Agency as an organisation that has not complied with the Workplace Gender Equality Act 2012 (Cth).
31. The following are ineligible:
 - (a) individuals and partnerships;
 - (b) *Commonwealth*, State and Local Government agencies and bodies (including government business enterprises); and
 - (c) *Applicants* who are registered under the Automotive Transformation Scheme.

Eligible Projects

32. In order for a *Project* to be considered an *Eligible Project*, the *Project* must:
 - a. Include *Eligible Activities* as described in paragraph 36 and 37 of these *Guidelines*;
 - b. have at least \$1.5 million in *Eligible Expenditure* as described in paragraph 38 of these *Guidelines*;
 - c. take place at a manufacturing site based in South Australia or Victoria; and
 - d. not involve the movement of business activity from other areas of Australia to Victoria or South Australia.

33. For the purposes of an *Applicant's Application*, the maximum *Project* duration is three years from the *Project* commencement date as set out in the *Funding Agreement*. There is no minimum *Project* duration.
34. The *Programme Delegate* may consider requests that extend the *Eligible Project* duration after a *Grantee* has entered into a *Funding Agreement* with the Australian Government as represented by the *Department*.
35. *Projects* may include activities at multiple sites, provided the sites are in the same State and the activities are part of the same *Project*.

Eligible Activities

36. *Eligible Activities* include:
 - a. acquisition, installation, construction and commissioning of new machinery and equipment;
 - b. fit-out, alterations and/or extensions to existing premises related to the new machinery or equipment acquired through the *Project*; and
 - c. training directly related to the use and maintenance of any new equipment or machinery to be acquired through the *Project*.
37. The *Programme Delegate* may approve additional *Eligible Activities* that are consistent with these *Guidelines*.

Eligible Expenditure

38. Funding will only be provided to meet *Eligible Expenditure* incurred by a *Grantee*. *Eligible Expenditure* is expenditure that is:
 - a. directly attributable to the approved *Eligible Activities*;
 - b. incurred by the *Grantee* after the date *AusIndustry* notifies the *Applicant* that their *Application* has been accepted as eligible and complete (*Applicants* who choose to commence their *Project* prior to entering into a *Funding Agreement* with the *Department* do so at their own risk as no *Grant Funding* will be provided until a *Funding Agreement* is in place); and
 - c. incurred on or before the *Eligible Project* completion date as set out in the *Funding Agreement*.
39. The *Programme Delegate* may issue further customer information outlining the *Eligible Expenditure* allowable under the *Programme*. Such information may also outline ineligible expenditure.
40. Ineligible expenditure includes expenditure such as the cost of finance, purchase of land, opportunity cost, routine operational costs, maintenance costs and costs relating to advertising or recruiting.

Part Four: Application and Assessment Process

Applications

41. *Applicants must use the current Application Form found on business.gov.au.*
42. *The Application Form and other customer information will be available at business.gov.au.*
43. *Applications for funding under the Programme will only be accepted during a funding round. AusIndustry will announce details of a funding round on business.gov.au.*

Project merit criteria

44. *Eligible Applications will be assessed on a competitive basis relative to the merit of other Applications received in a funding round against the following Project merit criteria, and relative to the project size, complexity and grant amount requested. Applications will be scored out of 100 using the weighting indicated below against each criterion:*

- a. **The level of net economic benefit that will be achieved by the Project** (40 points)

Applicants should describe the business case for the Project and how it supports the competitiveness and growth of their business, as well as the wider economic benefits it will create. This may include creation of new markets and/or products, new job opportunities, and supply chain benefits. Projects that provide new job opportunities for workers from the automotive industry may receive additional points under this criterion.

In assessing this criterion, consideration will also be given to the demonstrated capacity of the Applicant to successfully undertake and complete the Project, and achieve the economic benefits. Applicants should provide evidence of this demonstrating for example the capability and any relevant track record of key personnel, evidence of the financial viability and sustainability of the business, and proof that the business can fund its share of the project costs not covered by the grant (which will be at least two dollars for every dollar of grant funding).

- b. **The extent to which the Project represents a new or expanded high value activity by the Applicant** (40 points)

Applicants should describe the nature of the activity that the business is introducing or expanding and the basis on which it is considered high value. This may include a focus on technological innovation, the use of advanced or highly specialised manufacturing processes, and the need for highly skilled workers. Note that the purchase of a more technically advanced piece of machinery would not, of itself, indicate the business was undertaking high value manufacturing.

c. **The value for money offered by grant support for the *Project*** (20 points)

Applicants should describe the impact the grant would have on their ability to undertake the Project and achieve the Project outcomes. This may include demonstrating why the project would not reasonably proceed without grant support, or how the Project outcomes will be improved with the assistance of the grant. In assessing this criterion, consideration may be given to the merit rating of previous criteria, as evidence of the extent to which the Project will deliver on the Programme objectives.

45. *An Eligible Application will only be assessed against other Eligible Applications for Projects in the same State.*
46. *Claims made against each criterion must be substantiated and full details of all underlying risks and assumptions should be clearly stated.*
47. *Applications will need to score highly against each merit criterion to be recommended for funding.*
48. *Assessments will also take into account the extent to which Eligible Projects might compromise competitive neutrality. Where Grant Funding for a Project is judged by the Advisory Committee to demonstrably compromise competitive neutrality (because it would be likely to reduce the competitiveness of other participants in the same market as the Grant Funding recipient), the Project may not be supported for funding unless it can be demonstrated that the benefits of the grant assistance will outweigh the costs.*

Assessment process and merit ranking

49. *Only Applications that are deemed eligible by the Programme Delegate under paragraphs 30 to 40 will proceed to the merit assessment stage.*
50. *If the Programme Delegate accepts an Application as eligible, he/she must refer the Application to the Advisory Committee for merit assessment.*
51. *The Department will assess the strengths and weaknesses of each Eligible Application against the merit criteria relative to the project size, complexity and grant amount requested; and provide an assessment report to the Advisory Committee.*
52. *The Department, in assessing the strengths and weaknesses of a proposed Project, may seek clarification on an application from an Applicant and may also seek additional information from the relevant Victorian and South Australian State Government agencies.*
53. *The Advisory Committee will assess Eligible Applications, taking into consideration the assessment report prepared by the Department, and will score and rank Eligible Applications and make funding recommendations to the Minister. The Minister will*

confirm that funding is available before making a decision to approve or not approve an *Application*.

54. The *Minister's* decision is final. There is no opportunity for review of a decision.
55. All *Applicants* will receive written advice from *AusIndustry* on the outcome of their *Application*. If an *Application* is not successful the *Applicant* will be provided with the opportunity to discuss the outcome with *AusIndustry*.

Submission of new application

56. Unsuccessful *Applicants* from a previous funding round may:
 - a. resubmit a previously unsuccessful *Application* under the *Programme* in any available later funding round provided that the resubmitted *Application* addresses the concerns raised by the *Advisory Committee* and incorporates new or additional information (as relevant) to demonstrate eligibility or strengthen claims against the *Project* merit criteria; or
 - b. submit a new *Application* for a new *Project* in any available later funding round.
57. If the *submitted Application* is eligible, it will be assessed on a competitive basis relative to the merit of other *Applications* received in that round against the *Project* merit criteria.
58. The *Programme Delegate* may *refuse* to accept a new *Application* if it is deemed to be substantially the same as a previous ineligible or unsuccessful *Application*.

Part Five: Awarding of funding

Funding Agreements

59. The *Programme Delegate*, on behalf of the Australian Government, must enter into a *Funding Agreement* with a *Grantee* before *Grant Funds* are provided to the *Grantee*.
60. *Grantees* will be required to enter into a *Funding Agreement* which sets out the terms on which the *Grant Funds* will be provided.
61. Among other things, a *Funding Agreement* must:
 - a. Provide for the Australian Government to recover *Grant Funds* in circumstances where the *Grantee* has not complied with the terms and conditions set out in the *Funding Agreement*;
 - b. not be inconsistent with the laws of the *Commonwealth*, a State or Territory or these *Programme Guidelines*;
 - c. specify the maximum amount of *Grant Funding* for the *Eligible Project* and the timing and method of delivery of the grant;
 - d. require that the *Grantee* maintain its business in the state until the date specified in the *Funding Agreement* and will not, except with the prior consent of the

- Australian Government, relocate or reduce the scale of its business as it relates to the *Grant Funds*;
- e. require that the *Grantee* conduct the *Eligible Project* to which the *Application* relates, including evidence of expenditure claimed;
 - f. require the *Grantee* to keep records relating to the conduct and management of the *Project* and ensure those records are maintained;
 - g. provide the Australian Government with the ability to inspect the premises where the *Eligible Project* is being undertaken and records relating to the conduct and management of the *Eligible Project*;
 - h. require the *Grantee* to report to the *Programme Delegate* on completion of project milestones and usually at a minimum of every six-months on project progress against milestones and budget;
 - i. require the *Grantee*, at their own cost, to cooperate with any evaluation of the *Programme* undertaken by the Australian Government or authorised independent third parties, including by providing information requested by the Australian Government or a relevant third party for the purposes of the evaluation;
 - j. provide for variation and termination of the *Funding Agreement* and set out dispute resolution procedures; and
 - k. require the *Grantee* to comply with all applicable *Commonwealth*, State and Territory laws.
62. A *Funding Agreement* may include any other terms that the *Programme Delegate* considers necessary to protect the Australian Government's interests in securing the achievement of the *Eligible Project*; relevant Australian Government policies, the *Programme* policy objectives set out in these *Guidelines* and making appropriate use of public monies.
63. Payment of *Grant Funds* will be made progressively on achievement of milestones nominated in the *Funding Agreement*. A final payment of 20 per cent of the agreed *Grant Funds* will be withheld until *AusIndustry* is satisfied that end of *Eligible Project* reporting obligations have been met.
64. On completion of *Eligible Projects* and before the final grant payment is made, *Grantees* will be required to provide an independent audit certificate. The final audit cost can be incurred within three months of the *Eligible Project* completion date. The audit certificate must cover all *Eligible Expenditure*.
65. During the *Eligible Project* period, *Grantees* usually will be required to provide a progress report to *AusIndustry* when each milestone is achieved and within 6 months of achievement of the previous milestone, where there are more than 6 months between milestone achievement dates. *Grantees* are required to include a level of detail that is commensurate with the project size, complexity and grant amount. All *Grantees* are required to provide an end of *Project* report.

66. The *Programme Delegate* may set a time period during which a *Funding Agreement* must be executed and may, at his/her discretion, extend the prescribed period one or more times, or withdraw the offer of support and funding if the *Funding Agreement* is not executed within the prescribed period.

Taxation Obligations

67. Grants under the *Programme* attract the *Goods and Services Tax (GST)*. Grant payments are increased to compensate for the amount of this tax.
68. Grants under the *Programme* are treated as assessable income for taxation purposes, unless specifically exempted. On this basis, *Applicants* are recommended to seek their own independent professional advice on their taxation obligations.

Other terms and conditions

69. All *Applications* for funding become the property of the *Department* once lodged. The *Department* may copy, amend, extract or otherwise deal with all or any part of an *Application* for the purpose of conducting the assessment process.
70. Notwithstanding any other provision of these *Guidelines*, the *Programme Delegate* reserves the right to:
- a. require additional information or clarification from any or all *Applicants*;
 - b. allow, or not allow, a successful *Applicant* to enter into a *Funding Agreement* in the name of a different legal entity from the entity which it used in its *Application* for funding; and
 - c. withdraw an offer to an *Applicant* to enter into a *Funding Agreement* at any time before the *Funding Agreement* is executed if the *Programme Delegate* considers, in his or her absolute discretion, that:
 - (i) the *Eligible Project* has materially changed;
 - (ii) any aspect of the *Applicant's Application* has materially changed; or
 - (iii) the *Programme Delegate* considers the *Applicant* is not going to be able to (or does not) comply with any requirement of these *Guidelines*.
71. The *Programme Delegate* may refuse to enter a *Funding Agreement* with an *Applicant* where the *Programme Delegate* deems the *Project* to be inconsistent with Australia's international obligations, including under the World Trade Organization (WTO).
72. *Applicants* should note that the *Minister*:
- a. may suspend or terminate the request for *Applications* for funding; and
 - b. at his/her discretion, after considering the advice of the *Advisory Committee*, approve or decline an *Application* for funding; and
 - c. is not obliged to approve an *Application* for *Programme Funding* because an *Applicant* satisfies these *Guidelines* or for any other reason (including the advice of the *Advisory Committee*).

Power to vary decisions

73. The *Programme Delegate* may at his/her discretion agree with the *Grantee* to vary the terms of a *Funding Agreement* from time to time. However, requests from *Grantees* for variations to increase the amount of agreed *Grant Funds* will not be considered.
74. The *Programme Delegate* must not vary an approved *Eligible Project* unless that variation would:
 - a. Enhance the ability of the *Applicant* to achieve or improve the *Eligible Project* outcomes as identified in the *Funding Agreement*;
 - b. be consistent with the *Programme* policy objectives and purpose set out in these *Guidelines* and any relevant policies of the *Department*; and
 - c. be appropriate in all circumstances.

Announcement

75. The *Minister* or the *Department* may publicly announce successful *Projects*, including details of successful *Applicants* and the quantum of *Grant Funds*.
76. Such public announcements may also include information provided by successful *Applicants* or compiled or obtained during the assessment of *Applications* and negotiation of *Funding Agreements* that the *Commonwealth* determines is not confidential, following consultation with *Applicants* as required.
77. The *Department* will also report the details regarding the award of *Grant Funds* on its website as per the requirements of the *Commonwealth Grants Rules and Guidelines*.

Part Six: Administration

Monitoring and evaluation

78. The *Department* will aim to conduct a formal evaluation of the *Programme* within six months of the *Programme* grant funding terminating in June 2020.
79. The *Programme Delegate* must:
 - a. ensure that data from *Applications* and *Eligible Project* reporting is maintained in a form that is available for *Programme* monitoring and evaluation; and
 - b. in collaboration with relevant policy partners, facilitate and cooperate with an independent evaluation of the *Programme*.

Confidentiality

80. The use and disclosure of information provided to the *Department* is regulated by legislation and the common law. Without limitation, relevant legislation includes the *Public Service Act 1999 (Cth)*, the *Public Service Regulations*, the *Privacy Act 1988 (Cth)*, the *Crimes Act 1914 (Cth)* and the *Criminal Code Act 1995 (Cth)*.
81. Only information which satisfies all of the four criteria listed below will be treated by the *Commonwealth* as confidential information:
 - (a) the information is clearly identified by the *Applicant* as confidential and reasons for the confidentiality are provided by the *Applicant*;
 - (b) the information is commercially sensitive;
 - (c) the disclosure of the information would cause unreasonable detriment to the *Applicant* or another party; and
 - (d) the *Applicant* provided the information under an understanding that it would remain confidential.
82. Information which does not satisfy the above requirements will not be treated as confidential.
83. Even if the information is confidential the *Department* may disclose the information as follows:
 - (a) to the *Programme Advisory Committee* and other *Commonwealth* or State employees and contractors for the purposes of administering the *Programme*;
 - (b) to employees and contractors of the *Department* or State Government Departments for the purposes of research, evaluation, monitoring and analysis of programmes and activities;
 - (c) to the Auditor-General, Ombudsman or Privacy Commissioner;
 - (d) to the responsible *Commonwealth* and State Ministers; and
 - (e) to a House or a Committee of the Parliament of the Commonwealth of Australia
84. Confidential information may also be disclosed if the *Commonwealth* is otherwise required or permitted by law to do so, where the consent of the *Applicant* to the release of information is obtained prior to its disclosure, or where the information enters the public domain due to the actions of someone other than the *Commonwealth*.

Use and disclosure of Personal information

85. The *Department* and its staff are required to treat *Personal Information* in accordance with the *Privacy Act 1988* (the 'Privacy Act') as amended from time to time. The Privacy Act, among other things requires the *Department* to inform individuals of why their *Personal Information* is being collected and to whom the *Department* will disclose the *Personal Information*. *Personal Information* means the same as in the Privacy Act.

86. In the course of administering the *Programme*, the *Department* will collect *Personal Information* from *Applicants* for the purposes of the administration of the *Programme* and for the purposes of research, evaluation, monitoring and analysis of the *Department's* programmes and activities.
87. The *Department* may provide *Personal Information* collected in the course of administering the *Programme* to Departmental employees and contractors, *Programme Advisory Committee* and other *Commonwealth* employees and contractors for the purposes of the administration of the *Programme* and for the purposes of research, evaluation, monitoring and analysis of the *Department's* programmes and activities.
88. The *Department* and/or the *Minister* may announce publicly the names of successful *Applicants* and may include this information on the *Department's* internet site.
89. Please refer to the *Department's* Privacy Policy which is available on the Department of Industry's website, for further information on how the *Department* collects, uses, stores and discloses *Applicants' Personal Information* and the way in which an *Applicant* can access and correct his/her *Personal Information*.

Freedom of information

90. All documents created or held by the *Department* with regard to the *Programme* are subject to the *Freedom of Information Act 1982*. Unless a document falls under an exemption provision, or is conditionally exempt and it is not in the public interest to give access to the document, it will, subject to any obligations of third party consultation, be disclosed in response to a request under the *Freedom of Information Act 1982*.

Conflicts of interest

91. A *Conflict of Interest* in the context of the *Programme* involves a conflict between the duties and responsibilities of departmental staff, technical experts and other third parties who have a role in the administration of the *Programme* and their private interests, where the relevant individual's private interests could improperly influence that individual's ability to impartially perform their role under the *Programme*. *Conflicts of Interest* may be actual, apparent or potential.
92. An apparent (or perceived) *Conflict of Interest* exists where it appears that an individual's private interests could improperly influence an individual's ability to impartially assess an *Application* but this is not in fact the case.
93. A potential *Conflict of Interest* arises where an individual has a private interest which is such that an actual *Conflict of Interest* would arise if the individual were to be involved in the assessment of an *Application* or other decision in relation to the *Programme*.

94. The *Department's* procedures for managing *Conflicts of Interest* are in accordance with the requirements of the APS Code of Conduct (section 13 (7) of the *Public Service Act 1999*) and are published on the Departmental website.
95. The *Department* will manage *Advisory Committee* member *Conflicts of Interest* through a disclosure process that requires declaration of any *Conflict of Interest* by committee members and the exclusion of that member(s) from the *Application* assessment if it is determined that the *Conflict of Interest* is material.
96. In circumstances where it is determined that there would be a material *Conflict of Interest* if the *Minister* made a decision under the *Programme*, the *Assistant Minister* for the *Department* will assume the *Minister's* responsibility as the final decision maker.

Complaint Handling Mechanism

97. Complaints concerning assessments and/or decisions will, in the first instance, be directed to the *Programme Delegate*.
98. If the *Applicant* is not satisfied with the complaint resolution procedure, the *Applicant* may refer the complaint to the Head of *AusIndustry*.
99. The *Applicant* is also entitled to lodge a complaint with the Commonwealth Ombudsman. Details of how *Applicants* may lodge a complaint are published on business.gov.au.

APPENDIX A

Definitions of Key Terms

In these *Guidelines* unless the contrary intention applies:

Advisory Committee refers to the Next Generation Manufacturing Investment Programme Round 2 Advisory Committee.

Applicant means an entity referred to in these Guidelines that submits an Application for Next Generation Manufacturing Investment Programme Round 2 Grant Funding.

Application means an Application Form completed by an Applicant for funding under the Programme.

Application Form means the document issued by the Programme Delegate for the purposes of Applicants applying for funding under the Next Generation Manufacturing Investment Programme Round 2.

Assistant Minister means the Assistant Minister for Science or the Assistant Minister for Innovation.

AusIndustry means the division of the same name within the Department.

The Commonwealth means the Commonwealth of Australia.

Conflict of Interest means the exercise of a power or making of a decision by a person in a way that may be, or may be perceived to be, influenced by either a material personal interest (whether financial or non-financial) or a material personal association.

Department means the Department of Industry, Innovation and Science.

Eligible Activities means the activities undertaken by a Grantee in relation to a Project which are deemed eligible for funding support by the Programme Delegate in accordance with these Guidelines and the Funding Agreement (paragraphs 36 and 37).

Eligible Applicant means an Applicant that satisfies the requirements described in paragraphs 30-31 of these Guidelines.

Eligible Application means an Application or proposal for Grant Funding under the Next Generation Manufacturing Investment Programme Round 2 that the Programme Delegate has determined is eligible for merit assessment in accordance with these Guidelines.

Eligible Expenditure means the expenditure incurred by a Grantee in relation to a Project and deemed eligible for funding support by the Programme Delegate in accordance with these Guidelines and the Funding Agreement (paragraphs 38-40).

Eligible Projects means a Project that satisfies the requirements as described in paragraphs 32-35.

Funding Agreement means a single agreement for the receipt of a grant under the Next Generation Manufacturing Investment Programme Round 2 for a Project.

Grant Funding or Grant Funds means the funding made available by the Australian Government to successful Applicants under the Next Generation Manufacturing Investment Programme Round 2.

Grantee means an entity that has been offered funding and has entered into a Funding Agreement with the Australian Government in relation to the Next Generation Manufacturing Investment Programme Round 2.

Goods and Services Tax (GST) has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999*.

Minister means the *Minister* for Industry, Innovation and Science.

Non-Income Tax Exempt means not exempt from income tax under Division 50 of the *Income Tax Assessment Act 1997 (Cth)* or under Division 1AB of Part III of the *Income Tax Assessment Act 1936 (Cth)*.

Personal Information means the same as in the *Privacy Act 1988 (Cth)*.

Programme means the Next Generation Manufacturing Investment Programme Round 2.

Programme Delegate means an employee of the Department who has been empowered by the Minister, or is otherwise duly authorised, to carry out the relevant functions in respect of the Programme.

Programme Funding or Programme Funds means the funding made available by the Australian Government for the Programme in any given financial year, being the funding specified in the Portfolio Budget Statement (as varied by any Portfolio Additional Estimates Statement or by the Minister) for that year.

Programme Guidelines or Guidelines means these Guidelines that are given by the Minister to the Department to provide a framework for the operation and administration of the Programme, as in force from time to time.

Project means a project described in an Application for Next Generation Manufacturing Investment Programme Round 2 Grant Funding.

South Australian Minister means the South Australian Minister whose responsibilities include manufacturing and/or industry.

Victorian Minister means the Victorian Minister whose responsibilities include manufacturing and/or industry.