



Australian Government
**Department of Industry, Science,
Energy and Resources**

Industry Growth Centres Initiative Program Guidelines

January 2022

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Industry Growth Centres Initiative

Purpose

1. The purpose of these *Program Guidelines* is to provide the framework for the operation and administration of the Industry Growth Centres Initiative (the '*Program*').
2. The specific obligations which govern the operation and administration of this *Program*, including the *Project Fund*, are set out in these *Program Guidelines*.
3. General operational and administrative requirements for the *Program* are set out at Appendix A and B.

Commencement

4. These *Program Guidelines* commence on 14 January 2022 and replace the previous *Program Guidelines* that commenced on 22 February 2021, 22 November 2018 and 21 April 2016.

Authority for Program Guidelines

5. These *Program Guidelines*:
 - a) Are made by the *Minister*; and
 - b) May be amended from time to time by a delegate within the department, if and as required.

Interpretation

6. The definitions listed in Appendix C apply for the purpose of interpreting these *Program Guidelines*. All italicised terms in these *Program Guidelines* are defined in Appendix C.
7. These definitions are not intended to be substitutes for the defined terms in any *Industry Growth Centre Funding Agreement* signed between an Industry Growth Centre (referred to throughout this document as a '*Growth Centre*') and the *Commonwealth Government*.

Part 1 – Program Overview

Introduction

8. The *Program* is a key component of the *Commonwealth Government's* Industry Innovation and Competitiveness Agenda, announced on 14 October 2014.

9. Expansion of the *Program* to include cyber security was announced as part of the *Commonwealth Government's* National Innovation and Science Agenda on 7 December 2015. The establishment and operation of the *Cyber Security Growth Centre* will proceed as per these *Guidelines*.
10. The *Program* will be delivered through *Growth Centres*, established as not-for-profit companies limited by guarantee with a Board of respected industry leaders, in six sectors of competitive strength and strategic priority: (1) Food and Agribusiness; (2) Mining Equipment, Technology and Services; (3) Medical Technologies and Pharmaceuticals; (4) Advanced Manufacturing; (5) Oil, Gas and Energy Resources; and (6) Cyber Security. The *Department* is responsible for administering the *Program*.
11. These *Guidelines* cover *Grant Funds* to be provided to the *Growth Centres* for the following purposes:
 - a) Funding of \$73.9 million from 2015-16 for the first four years of operation for each *Growth Centre*: \$3.5 million per year for each *Growth Centre* for the first four years of operation for base activities and services, including establishment, salary and other operational costs and the delivery of activities and services by a *Growth Centre* to its sector (refer Clauses 19-33.)
 - b) Project funding of up to \$88 million from 2015-16 for the first four years of operation for each *Growth Centre*: up to \$8 million per *Growth Centre* per year to undertake *Projects* under the *Project Fund* (refer Clauses 34-35 and Appendix B).
 - c) Further funding of up to \$60 million commencing from 2019-20 to support a further two years of operation for each *Growth Centre*: up to \$5 million per year for the continuation of base activities and services, including salary and other operational costs and the delivery of activities and services by a *Growth Centre* to its sector, commencing on the day following the end of each *Growth Centre's* four year of operation. This additional funding is subject to the receipt of a satisfactory proposal from a *Growth Centre* in relation to proposed activities.
 - d) Funding of up to \$20 million in 2021-22 will be provided to the Advanced Manufacturing Growth Centre, Food Innovation Australia, METS Ignited and MTPConnect in support of the *Modern Manufacturing Strategy*.
 - i. The funding is for operating and administration costs for the four *Growth Centres* to continue operations until 30 June 2022.

- ii. This funding extension will bring the funding agreement end dates of the *Growth Centres* to 30 June 2022.
 - iii. All six *Growth Centres* are required to align the majority of their activities to support the delivery of the Modern Manufacturing Strategy (MMS) and contribute to outcomes under the National Manufacturing Priorities (NMPs); noting some *Growth Centre* activities are not focussed on manufacturing.
- e) In September 2021, the Government approved an additional one year for *Growth Centres* to spend any unspent grant funds remaining at 30 June 2022 in the following financial year, to 30 June 2023. This additional year allows *Growth Centres* a smooth transition to independent operation, time to establish alternative funding sources, continued delivery of ongoing grant program commitments, pivoting to a new delivery model in support of NMP objectives, or winding down.
- f) Additional funding of \$18.8 million in 2021-22 will be provided to the *Growth Centres* to support Transition Planning including partnership arrangements, ensuring continuity of programs, providing seed funding for valuable *Growth Centre* projects and allowing a transition for those key projects of value.
12. The *Program* includes additional components which are not governed by these *Guidelines*:
- a) A national Information Technology (IT) platform, the *Industry Growth Network (Network)*.
 - b) Additional Grants to fund the delivery of activities and services to support the work of the *Growth Centres* to address specific challenges identified across the six *sectors*.
 - c) *Commercialisation Funding* that supports the *Program's* objective to improve the commercialisation of research (refer Clause 15(b)). It will be administered by the *Entrepreneurs' Program* (under the *Accelerating Commercialisation Element* of that Program). The *Entrepreneurs' Program Guidelines* provide further details about *Accelerating Commercialisation* and entities which are eligible to apply for *Commercialisation Funding*.
 - d) Funding to support regulation reform activities to assist *Growth Centres* develop and implement *Sector Regulation Reform Agendas* and administration of the *Program*.
 - e) *JobMaker Plan – Modern Manufacturing Strategy \$30 million Commercialisation Fund* to the Advanced Manufacturing Growth Centre, in consultation with other *Growth Centres*, to continue to

build the capability and competitiveness of the manufacturing sector through the funding of projects aligned with the National Manufacturing Priorities.

13. Funding outlined in Clause 11(a, c and d) will be provided to *Growth Centres* under *Industry Growth Centre Funding Agreements*, which will stipulate the terms and conditions of the specific *Growth Centre* arrangements, including for what each discrete component of *Grant Funds* (refer Clause 11) can be used. *Growth Centres* may access the *Project Fund* (refer Clause 11(b)) outside the four year period, assuming they meet the requirements set out in these *Guidelines*.

Program Objectives

14. The overarching objective of the *Program* is to improve the productivity and competitiveness of *sectors* of competitive strength and strategic priority in the Australian economy. The *Program* will align with the *Modern Manufacturing Strategy* (announced in the 2020-21 Budget) to build a more resilient manufacturing sector (refer Clauses 20 - 22). It will take a national sector approach to structural reform and address barriers to productivity, competitiveness and innovative capacity at the sector level where economic growth can be maximised.
15. The *Program* will achieve this objective through:
 - a) Identifying regulations that are unnecessary or over-burdensome for the six *sectors* and impede their ability to grow, and suggesting possible reforms;
 - b) Improving engagement between research and industry, and within industry, to achieve stronger coordination and collaboration of research and stronger commercialisation outcomes in the six *sectors*;
 - c) Improving the capability of the key *sectors* to engage with international markets and access global supply chains; and
 - d) Improving the management and workforce skills of the six *sectors*.
16. The *Program* will also facilitate connections between the six *sectors* and enabling capabilities and services, such as information and communications technology.
17. The *Program* will support growth opportunities in each of the six National Manufacturing Priorities of the *Modern Manufacturing Strategy* and deliver long-term economic benefits.

Program Outcomes

18. To fulfil the *Program* objectives (refer Clauses 14 - 17), the *Program* will aim to achieve the following outcomes in the six *sectors*:
 - a) A reduction in the cost of doing business through regulatory reform;
 - b) Increased Research & Development coordination and collaboration leading to improved commercialisation outcomes;
 - c) More businesses, including small and medium enterprises, integrated into domestic and global supply chains and markets leading to increased export income;
 - d) Improved management and workforce skills of businesses;
 - e) Improved employment opportunities and contribution to the creation of high-skilled jobs; and
 - f) A more resilient and competitive manufacturing sector.

Part 2 – Program Activities

19. As articulated in the program objectives, the activities of each *Growth Centre* will address the four objectives:
 - industry-research collaboration and commercialisation;
 - market access and global supply chains;
 - skills and workforce development, as articulated in the *Program* objectives; and
 - Identifying opportunities for regulatory reform.
20. These *Growth Centre* objectives are aligned with the four pillars of the *Modern Manufacturing Strategy*:
 - Getting the economic conditions right;
 - Making Science and Technology work for Industry
 - Focus on areas of Advantage
 - Building National Resilience for a stronger economy
21. The six Growth Sectors are aligned to the six National Manufacturing Priorities of the *Modern Manufacturing Strategy*:
 - Resources Technology & Critical Minerals Processing
 - Food & Beverage
 - Medical Products

- Recycling & Clean Energy
- Defence
- Space

Cyber security sits across the National Manufacturing Priorities as a supporting capability and important enabler of economic activity in Australia.

22. Noting that the scope of the *Growth Centres* are broader than Manufacturing, where there is an opportunity, the activities of each *Growth Centre* will support the delivery of the *Modern Manufacturing Strategy* and its elements including:
 - a) The Modern Manufacturing Initiative;
 - b) Supply Chain Resilience Initiative; and
 - c) The Manufacturing Modernisation Fund.

Initial Activities

23. Each *Growth Centre* will be required to develop a series of key activities that it will initially undertake during its first year of operation. These initial activities are required to align with the *Program* objectives (refer Clauses 14 - 17).
24. The initial activities will be identified during the facilitation process (refer Clauses 48 - 50) and *Industry Growth Centre Funding Agreement* negotiation (refer Clause 66) phases of *Growth Centre* establishment.
25. During these phases, the *Growth Centres* will provide an initial outline of what activities will be included in their *Sector Competitiveness Plans*. Once the *Growth Centres* develop *Sector Competitiveness Plans* (refer Clauses 26 - 33), all of their future activities will be based upon them.

Sector Competitiveness Plans

26. Each *Growth Centre* must develop and implement a *Sector Competitiveness Plan* which will identify issues applicable to that *sector* and priority actions required to enhance competitiveness. It will outline the strategy for achieving the *Program* objectives (refer Clauses 14 - 17) and *Program* outcomes (refer Clause 18).

27. At a minimum, each *Growth Centre's Sector Competitiveness Plan* will include the following elements:
- a) A description of the *sector's* expected future challenges and opportunities, particularly in relation to the four key themes of regulatory reform; industry-research collaboration and commercialisation; global supply chains and market access; and skills and workforce development, and an outline of actions to be undertaken to respond to these challenges and opportunities in order to accelerate the productivity, competitiveness and innovative capacity of the *sector*. This will include how the *Growth Centres* will take an active role in coordinating R&D and disseminating knowledge across the *sector*;
 - b) A *Sector Regulation Reform Agenda*, which considers *Commonwealth Government*, State and/or Territory Government, Local Government, international and intra-industry regulations, as appropriate to its *sector* and details recommendations for reform. Each *Growth Centre* will consult broadly across the *Commonwealth Government* (including the *Department*) and State and/or Territory Government in developing its *Sector Regulation Reform Agenda*; and
 - c) An analysis of *Industry Knowledge Priorities* which set out the industry research needs of, and commercialisation opportunities in its sector. The *Industry Knowledge Priorities* should be developed with reference to research being undertaken domestically and globally, and to the Government's National Science and Research Priorities and Practical Research Challenges endorsed by the Commonwealth Science Council. The *Industry Knowledge Priorities* will be disseminated to the research community to inform their future industry-led research.
28. Each *Growth Centre* must submit its *Sector Competitiveness Plan* to the *Department* within 12 months of the establishment of the *Growth Centre*.
29. The *Sector Competitiveness Plans* must be reviewed, updated and submitted to the *Department* on an annual basis. *Sector Competitiveness Plans* will be reviewed and approved (if appropriate) by the *Program Delegate*.
- a) There is no requirement to update *Sector Competitiveness Plans* in 2021 for the following Industry Growth Centres: AMGC, FIAL, METS Ignited, MTPConnect and NERA. This will allow the *Growth Centres* to focus on supporting the *Modern Manufacturing Strategy*.

- b) *AustCyber will proceed with their Sector Competitiveness Plan in 2021.*
 - c) *The 2022 update of the Sector Competitiveness Plans will be the final update and will show alignment to the Modern Manufacturing Strategy where appropriate.*
30. *The Department will assess what aspects of the Growth Centre's Sector Regulation Reform Agenda relate to (if applicable) Commonwealth Government regulation and can be implemented. It will then provide recommendations to the Commonwealth Government for its consideration.*

Project Fund Activities

31. *Grant Funds are provided to Growth Centres to be used as Project Funds to support industry-led collaborative Projects to improve the productivity, competitiveness and innovative capacity within and between the six sectors of the Program.*
32. *Growth Centres will undertake these Project activities as per the requirements of these Program Guidelines (refer Appendix B).*

Part 3 – Proposal and Selection Process

Selection of Sectors

33. *The six sectors to be targeted by the Program have been selected by the Commonwealth Government.*

Selection and Role of Chairs

34. *The Minister will select and announce a Chair for each of the Growth Centre Boards.*
35. *Before the Growth Centres are established as companies, the Facilitator (refer Clauses 42 - 45) will assist the selected Chair during an intensive engagement and facilitation process (refer Clauses 48 - 50) to bring together interested stakeholders within the sector. The result of this process will be the development of a Growth Centre proposal for submission by the Chair to the Minister (refer Clauses 51 - 61).*
36. *Once (and if) the Minister approves of the Growth Centre proposal (refer Clauses 58 - 61) and the Growth Centres are established as companies, the Chair, as announced by the Minister, will be confirmed as the Chair*

of the *Growth Centre Board*. The *Minister* will consider the following criteria when selecting the *Chair*:

- a) Experience in the relevant *sector*;
- b) Credibility within the *sector* and the ability to attract other high profile members to the *Growth Centre Board*;
- c) Board experience (such as chairmanship or directorship); and
- d) An understanding of working with government and other stakeholders.

37. Before the *Growth Centre proposal* (refer Clauses 51 - 54) is submitted to the *Minister* for consideration, the role of the *Chair* may include, but is not limited to:

- a) Communicating the objectives of the *Program* and the proposed ambitions of the *Growth Centre*;
- b) Identifying, securing and consulting with all interested stakeholders in the development and ongoing delivery of the *Growth Centre*;
- c) Working with the *Facilitator* and interested stakeholders to develop and refine the focus of the *Growth Centre*;
- d) Identifying and proposing the *Founding Members* of the *Growth Centre*;
- e) Identifying and proposing suitable candidates for the *Growth Centre Board*;
- f) Developing a *Growth Centre proposal* for the *Minister's* consideration; and
- g) Developing an initial outline of what activities will be included in the *Growth Centre's Sector Competitiveness Plan*.

38. After (and if) the *Minister* approves the *Growth Centre proposal*, the role of the *Chair* will be to provide ongoing leadership for the *Growth Centre* (which will be reflected in the *Growth Centre's* company constitution). This may include, but is not limited to:

- a) Assisting the *Growth Centre Board* in all of its activities; and
- b) Fulfilling the roles and responsibilities of a member of the *Growth Centre Board*, as outlined at Clause 80.

Selection and Role of Facilitators

39. The *Department*, in consultation with the *Chairs*, will select and contract a *Facilitator* for each *sector*, who will work with the *Chair* to undertake an intensive engagement and facilitation process (refer Clauses 48 - 50) within the *sector* to develop a *Growth Centre proposal* (refer Clauses 51 - 54).
40. The *Facilitator* will be an individual, who may be supported by a professional services firm, selected by the *Department* through a merit-based process based on, but not limited to, their experience in:
 - a) Engaging relevant stakeholders and facilitating positive and productive arrangements between them; and
 - b) Working with government.
41. Knowledge of the relevant *sector* is desirable, but not an essential requirement for *Facilitator* selection.
42. During the engagement and facilitation phase, the *Facilitator* must work with the selected *Chair* to fulfil their role which includes but is not limited to:
 - a) Bringing together interested stakeholders within the sector;
 - b) Facilitating workshops, meetings and other engagement activities across the nation, to identify the focus of the *Growth Centre* and develop its *Growth Centre proposal*; and
 - c) Facilitating negotiations to formalise the intent of stakeholders (who will form the *Founding Members*) to provide financial or in-kind contributions.

Stakeholder Participation

43. Stakeholders interested in participating in the development of a *Growth Centre proposal* will be able to formally express their interest via the *Department's* website: www.business.gov.au. They may also be able to informally express their interest in other ways, such as at consultation sessions and other events which may be conducted by the *Department*.
44. A list of all interested stakeholders in each *sector* will be provided to the *Chair* of each *Growth Centre*.

Intensive Engagement and Facilitation Process

45. During the intensive engagement and facilitation process, the *Chair* and *Facilitator* will work with interested stakeholders within the *sector* to make arrangements for the *Growth Centre*, including which organisations will form the *Founding Members*, how the not-for-profit company limited by guarantee will be established and who will be appointed to the *Growth Centre Board*.
46. The intensive engagement and facilitation process will last from the time when the *Facilitator* is contracted until the *Growth Centre proposal* is (and provided it is) considered by the *Minister*. This process should last not more than six months. This timing can be extended by the *Program Delegate*, but only when:
 - a) There are significant and genuine impediments to the *Growth Centre proposal* being developed which are beyond the control of the *Chair*, *Facilitator* and other involved parties (including those who will form the *Founding Members*); and
 - b) An extension is necessary to ensure that a suitable *Growth Centre proposal* can be developed.
47. When considering the *Growth Centre proposal* the *Minister* may:
 - a) Approve the *Growth Centre proposal*;
 - b) Request the *Chair* to revise the *Growth Centre proposal*;
 - c) Reject the *Growth Centre proposal*, and initiate the development of a new *Growth Centre proposal* in the same or other sector on advice from the *Department*, *Growth Centres Advisory Committee* and/or in consultation with other independent experts; or
 - d) Take any other action considered necessary to achieve the *Program* outcomes (refer Clause 17).

Growth Centre Proposal

48. Proposed arrangements for each *Growth Centre* will be outlined in a *Growth Centre proposal* submitted by the *Chair*.
49. The *Growth Centre proposal* will outline how the *Growth Centre* will meet the *Program* objectives (refer Clause 14 -17) and *Program outcomes* (refer Clause 18). The *Growth Centre proposal* is expected to:

- a) Outline the suggested activities for the proposed *Growth Centre*. This should include a series of key activities that the *Growth Centre* proposes to initially undertake during its first year of operation, including the development of the *Sector Competitiveness Plan* (refer Clauses 26-33);
- b) Demonstrate that the proposed *Growth Centre* has the capacity to deliver on its objectives (refer Clause 53(a)). This should include an outline of the resources required to deliver the activities of the proposed *Growth Centre*;
- c) Outline how the *Growth Centre* will work towards self-sufficiency within four years;
- d) Outline key performance indicators (KPIs) that are proposed to be used to assess the performance and impact of the *Growth Centre*. The KPIs must align with the *Program* objectives (refer Clauses 14 - 17) and *Program* outcomes (refer Clause 18);
- e) Outline the proposed *Growth Centre's* legal, governance and management arrangements, including the entity who will sign the *Industry Growth Centre Funding Agreement* on behalf of the *Growth Centre*; and
- f) Outline a proposed strategy for disseminating intellectual property created by the *Growth Centre* in order to lift the capability of the *sector*.

50. *Growth Centre proposals* will be scored out of 100 using weighted criteria as follows:

- a) How the strategy and objectives for the proposed *Growth Centre* will improve the competitiveness of the *sector* and address emerging issues and opportunities. These objectives must support the *Program* objectives (refer Clauses 14 -17). This criterion will be weighted at 30 points;
- b) How the suggested activities for the proposed *Growth Centre* support the objectives for the proposed *Growth Centre* (refer Clause 53(a)) and *Program* objectives (refer Clauses 14 - 17). This criterion will be weighted at 30 points; and
- c) The capacity of the proposed *Growth Centre* to deliver on its objectives (refer Clause 53(a)) and suggested activities (refer Clause 53(b)). This criterion will be weighted at 40 points and includes the following sub criteria:

- i. The ability of the proposed *Growth Centre* to engage with, and create critical mass in, its *sector* and its plan to progress its proposed activities (refer Clause 53(b)) (weighted at 15 points);
 - ii. The proposed *Growth Centre's* indicative budget, pledged resources (cash and *in-kind*) and approach to risk management and *intellectual property* (weighted at 10 points);
 - iii. The proposed members for the *Growth Centre Board* (and their proven experience and capability in the *key growth sector*) (weighted at five points);
 - iv. The proposed *Growth Centre's* suggested key performance indicators (KPIs) and reporting and evaluation approach (weighted at five points); and
 - v. The proposed *Growth Centre's* suggested marketing and communications activities, including its vision for the *Industry Growth Network* in its *sector* (weighted at five points).
- d) *Growth Centre proposals* will be required to achieve a minimum score of 60 points and a minimum score of 60 per cent of the available points for each weighted criterion.
51. The *Department* will issue an application form to the *Chair* for the *Growth Centre proposal*. The application form will include:
- a) The format for responses to each criterion and sub-criterion including how much information is required and word limits in the *proposal*;
 - b) Provision of necessary contact details to enable submission of the *proposal*;
 - c) The required method for *proposal* lodgement;
 - d) Any required attachments for the *proposal*; and
 - e) The closing date for *proposal* lodgement (and the circumstances under which a late *proposal* may be accepted).

Assessment of Growth Centre Proposal

52. The *Growth Centre proposal* submitted by the *Chair* (refer Clauses 51 - 54) will be assessed, on merit.

53. The *Department* will assess *Growth Centre proposals* against the criteria (using the weighting specified) outlined in Clause 53.
54. The *Growth Centres Advisory Committee* will also provide advice as to the merit of each *Growth Centre proposal*.

Decision

55. The *Minister* will make the decision regarding:
 - a) Which *Growth Centre proposals* will be approved; and
 - b) Any special conditions to apply to the offer of funding.
56. The *Minister's* decision will take into account:
 - a) The requirements of these *Program Guidelines*;
 - b) The availability of *Grant Funds*; and
 - c) The advice of the *Growth Centres Advisory Committee*.
57. Once (and if) the *Minister* approves of the *Growth Centre proposal*, the *Chair* and relevant stakeholders that are part of an approved *Growth Centre proposal* will be sent a letter of offer setting out details of funding and any conditions that must be addressed before the offer can be accepted, or that will otherwise apply to the funding corresponding to that offer.
58. Should the *Minister* not approve of a *Growth Centre proposal* for a sector, he or she may use the process outlined at Clauses 50(b) - (d).

Appointment of Growth Centre Board

59. The *Growth Centre Board* will be nominated by the *Chair* and the proposed *Founding Members* for each *Growth Centre* at the time of submission of the *Growth Centre proposal*.
60. Each *Growth Centre Board* will be a board of members of a minimum of three and no more than five members (including the *Chair*), unless otherwise agreed by the *Minister*, with broad experiences and representation. At least one member must represent small and medium enterprises; multi-national corporations; and industrial research and development. It would be desirable that members have broad experience in or relating to the *Growth Centre's* sector, experience as a company director and/or financial experience.

61. Each *Growth Centre Board* will register their *Growth Centre* as a not-for-profit company limited by guarantee.
62. The *Department* will also nominate one of its employees to act as an observer (on its behalf) of each *Growth Centre Board*. This nominated employee will not be a member of the *Growth Centre Board*.

Part 4 – Funding

Industry Growth Centre Funding Agreement

63. The *Commonwealth Government*, represented by the *Program Delegate*, must enter into an *Industry Growth Centre Funding Agreement* with the legal entity representing the *Growth Centre* before *Grant Funds* can be provided to it.

Available Funding

64. The total amount of funding available under the *Program* is limited by the *Program* appropriation. There is no allowance for payment of one-off or ad hoc grants outside of the appropriation.
65. It is an expectation of the *Program* that the *Growth Centres* will seek additional investment from *Founding Members* (refer Clause 81) and other *Growth Centre* participants to fund their activities. The *Growth Centres* may be able to apply for other *Commonwealth Government* or State/Territory Government funding, subject to the eligibility requirements of those funding Programs.

Use of Grant Funds

66. *Grant Funds* are primarily intended to be spent in Australia.
67. Where *Grant Funds* are to be spent overseas, such expenditure must be essential to carry out the *Program* activities detailed in the *Industry Growth Centre Funding Agreement*.
68. *Grant Funds* must not be used:
 - a) By *Founding Members* and other *Growth Centre* participants to pay for staff undertaking work unrelated to the *Growth Centre*; or
 - b) To reimburse *Founding Members* and other *Growth Centre* participants for the costs associated with existing staff or other resources committed by them as cash or *in-kind* contributions under the *Industry Growth Centre Funding Agreement*.

69. *Grant Funds* may be used for purposes such as facilitation and coordination costs, salaries, services, lease of premises; and, equipment costs associated with undertaking activities of the *Program*, where the use is approved by the *Minister* or the *Department* under the *Funding Agreement*. *Growth Centres* are expected to share back-office functions to maximise the funding available for undertaking activities under the *Program*. This may include, but is not limited to: accounting; human resource management; and/or legal services.
70. *Grant Funds* must not be used to purchase, or pay for the construction, renovation or extension of facilities such as buildings or laboratories, unless related to approved *Projects* under the *Project Fund*.
71. *Grant Funds* must not be used to fund activities already funded from other government sources including from State and Territory governments. However *Grant Funds* may complement and leverage funding arrangements from other government sources.

Part 5 – Program Governance

Roles and Responsibilities

Minister

72. The *Minister* will:
 - a) Select and announce the *Chair* of each *Growth Centre Board*;
 - b) Consider and (if they meet the criteria in Clause 53, as assessed by the *Department* and on advice of the *Growth Centres Advisory Committee*) approve *Growth Centre* proposals; and
 - c) Approve the terms of reference for review and/or evaluation of the *Program*.

Growth Centres Advisory Committee

73. The *Growth Centres Advisory Committee* will provide advice to the *Minister* on:
 - a) The merit of each *Growth Centre proposal*;
 - b) The strategic policy of the *Growth Centres* and the *Program*;
 - c) The design, operation and performance of the *Growth Centres* and the *Program*;

- d) Areas of competitive advantage, emerging industries and potential new *Growth Centres*;
 - e) Other matters relevant to the *Program* as it considers appropriate; and
 - f) Other matters as requested by the *Minister*.
74. The *Growth Centres Advisory Committee* may also assist the *Program Delegate* in his or her review and (if appropriate) approval of the *Annual Business Plans* submitted by the *Growth Centres* (refer to Clauses 85 - 88).
75. The *Growth Centres Advisory Committee* will work with the Industry Innovation and Science Australia (IISA) to align *Growth Centres* activities to the Modern Manufacturing Strategy.
- 75.1 The *Growth Centres Advisory Committee* wound up on 31 May 2021.

Industry Innovation and Science Australia (IISA)

76. In December 2020, Minister Andrews decided to wind down the *Growth Centre Advisory Committee* and assigned IISA responsibility for providing strategic advice on the *Industry Growth Centres Initiative*.
- 76.1 IISA will support the government's implementation of the Modern Manufacturing Strategy in an advisory role.
77. IISA will also:
- a) advise on all innovation and science matters
 - b) inform and guide policy on industry, innovation, science and research
 - c) advocate and champion Australia's innovation, science and research system
 - d) advise on matters related to the *Industry Growth Centres*

Growth Centre Boards

78. Each *Growth Centre Board* will:
- a) Create and oversee the operation of a not-for-profit company limited by guarantee, to constitute the *Growth Centre*;
 - b) Ensure that the *Growth Centre* is managed and governed in accordance with its Constitution;

- c) Deliver expected *Program* activities including the *Sector Competitiveness Plans* (refer Clauses 19 - 33) which are consistent with *Program objectives and outcomes* (refer Clauses 14 - 18), and reporting (refer Clauses 75 - 83), as outlined in the *Growth Centre's Industry Growth Centre Funding Agreement*;
- d) Ensure that *Funds* are expended in accordance with these *Program Guidelines* and the *Industry Growth Centre Funding Agreement*;
- e) Create national and international collaborative opportunities with the *Industry Growth Network* (refer Clause 12(a)) and other *Growth Centres*;
- f) Represent and promote the *Growth Centre* and communicate the policy objectives and intended outcomes of the *Program* nationally and internationally;
- g) Encourage all interested stakeholders within the *sector* to participate in the *Growth Centre*;
- h) Ensure adherence to the *Industry Growth Centre Funding Agreement*;
- i) Map potential synergies with other *Growth Centres* and promotion of cross-sector opportunities to enable more efficient use of *Growth Centre* resources; and
- j) Appoint and oversee the work of a *Growth Centre* CEO.

Founding Members

79. The *Founding Members* will:

- a) Formalise an agreement for their support of the *Growth Centre*, including any cash or *in-kind* support.

Department

80. The *Department* will:

- a) Conduct, in consultation with *Chairs*, a merit-based selection process to appoint *Facilitators* for each *Growth Centre*;
- b) Assess *Growth Centre proposals* against the criteria (using the weighting specified) outlined in Clause 53;
- c) Provide policy and Program advice to the *Minister* on the *Program*;

- d) Administer the *Program* and carry out functions as authorised by the *Minister*;
- e) Support the development of, and facilitate *Commonwealth Government* consideration of, the *Sector Regulation Reform Agenda*, as part of the *Sector Competitiveness Plans* (refer Clauses 26 – 33), developed by the *Growth Centres*; and
- f) Monitor and oversee the implementation of regulation reforms agreed to (if agreed) by the *Commonwealth Government*.

Program Delegate

- 81. The *Program Delegate* will be a General Manager within the *Department* with responsibility for the *Program*.
- 82. The *Program Delegate* will, unless otherwise directed by the *Minister*.
 - a) Implement these *Program Guidelines*;
 - a) Make decisions and give directions to the *Department* in relation to the interpretation of these *Program Guidelines* and other documents used in, or in relation to, the *Program*;
 - b) Enter into funding agreements for the *Industry Growth Centre Funding Agreement*, contracts with *Chairs* and *Facilitators*; and other contracts required for the operation of the *Program*;
 - c) Authorise payments of *Grant Funds* by the Commonwealth Government to *Growth Centres*;
 - d) Assess and approve key *Growth Centre* activities (refer Clauses 19 - 33) and reporting (refer Clauses 85 - 93);
 - e) Ensure *Program* data is maintained in a form that is available for monitoring and evaluation of the *Program*;
 - f) Ensure overall efficient and effective administration of the *Program*, including the management of regulatory and risk requirements and ensuring value for money (refer Appendix A) is achieved;
 - g) Have regard to the objectives of the *Program* when performing any function or making decisions in relation to the *Program*; and
 - h) Carry out other functions as necessary for the efficient and effective administration of the *Program*.

Part 6 – Monitoring and Evaluating Growth Centre Performance

Annual Business Plans

83. Each *Growth Centre* must develop an *Annual Business Plan* for every financial year (or partial financial year) of its operation during the funding period. For the 2022-23 financial year the *Transition Plan* is to be revised, which will replace the requirement for a 2022-23 Business Plan.
84. The Annual Business Plan will be an operational plan which sets out how the Growth Centres will address the Program objectives (refer Clauses 14 - 17), the required (at a minimum) activities (refer Part 2), performance criteria and key performance indicators (KPIs).
85. The *Annual Business Plan* will also outline the process to be undertaken by the *Growth Centre* for developing *Project(s)* to be funded using *Grant Funds*. The priority areas within the *sector* being targeted by the *Projects* supported by *Grant Funds* and the expected outcomes on the *sector* must be specified in the *Annual Business Plan*.
86. *Annual Business Plans* will be reviewed and approved (if appropriate) by the *Program Delegate*. The *Department* may seek the advice of the *Growth Centres Advisory Committee*.

Quarterly Progress Reports

87. *Growth Centres* must provide a *Quarterly Progress Report*, which includes progress against the *Transition Plan* and financial reporting to the *Department*.
88. Payments to the *Growth Centres* will be scheduled quarterly and paid on the condition that a satisfactory *Quarterly Progress Report* is provided to the *Department*, as reviewed and approved (if appropriate) by the *Program Delegate*.

Annual Reports

89. *Growth Centres* must provide a short and concise *Annual Report* to the *Department* within four months of the end of each financial year.
90. *Annual Reports* may include, but will not be limited to:
 - a) Report on progress made against activities, milestones and targets outlined in the preceding year's *Annual Business Plan* and the *Sector Competitiveness Plan*, and particularly address:

- i. Whether KPIs have been met;
 - ii. The progress the *Growth Centre* has made towards self-sufficiency (required prior to the end of the funding period); and
 - iii. The outcomes of *Projects* undertaken under the *Growth Centres Project Fund* and any other relevant *Project* funding.
- b) Report on the *Growth Centre's* financial data for that year;
 - c) An annual data set to facilitate an evaluation of the extent to which *Program* objectives are being achieved;
 - d) Evidence to demonstrate expenditure of funding in accordance with the terms and conditions of the *Growth Centre's Industry Growth Centre Funding Agreement*; and
 - e) Information on the risks and impediments that the *Growth Centre* experienced during the reporting period that may have impacted on the achievement of its outputs or on its ability to achieve the expected outcomes, and the strategies it has adopted to address these.
91. *Annual Reports* will be reviewed and approved (if appropriate) by the *Program Delegate*. Each *Growth Centre's* ongoing funding will depend on the outcome of this review.

Underperformance

92. In the event that a *Growth Centre* is underperforming, the *Department* will use a staged process for managing that underperformance. Reasons for underperformance may include, but are not limited to:
- a) The *Growth Centre* undertakes activities that are inconsistent with these *Program Guidelines*;
 - b) The *Growth Centre* spends *Grant Funds* in a way that is inconsistent with the requirements outlined in Clauses 69 – 74 of these *Program Guidelines* or in a way that does not comply with the *Industry Growth Centre Funding Agreement*;
 - c) The *Growth Centre* continually fails to achieve milestones or deliverables agreed in the *Industry Growth Centre Funding Agreement*, without a valid reason or justification; or

- d) The *Growth Centre* does not meet agreed key performance indicators (Clauses 52(d)), without a valid reason or justification.
93. In the early stages, the process will include consultation between the relevant *Growth Centre* and the *Department* to address issues of underperformance. This may be followed by the *Department* conducting a review of the *Growth Centre's* operations and activities and making recommendations for improvement.
94. Should performance not improve, funding for the *Growth Centre* may be modified, suspended or terminated. This process will be detailed in the *Industry Growth Centre Funding Agreement*.
95. In circumstances where the *Growth Centre* is terminated, the *Commonwealth Government* may (on advice from the *Department*, *Growth Centres Advisory Committee* and/or other independent experts) either:
- a) Consider the establishment of a new *Growth Centre* in that sector, or
 - b) Consider other sectors which may benefit from the development of a *Growth Centre* and invite them to undertake the facilitation process, with the funding made available from the *Growth Centre* that has ceased.

Transition plans

96. Each *Growth Centre* must develop a transition plan, outlining the future of their activities and operations and submit the plan to the department nine months prior to the conclusion of the *Growth Centres'* respective funding agreements.
97. The transition plan will be reviewed and approved by the *Program Delegate*.

Program Evaluation

98. An evaluation of the *Program* will occur during the fourth year of the *Program*.
99. The terms of reference will be agreed by the *Minister* and the final report provided to the *Commonwealth Government* to inform its consideration of the ongoing nature of the *Program*.

100. The evaluation process will occur in two parts. Firstly, each *Growth Centre* will be assessed individually. Secondly, the *Program* will be assessed using the individual *Growth Centre* assessments undertaken in the first part of the evaluation process.
101. KPIs will measure the extent to which the *Program* is achieving *Program* objectives (refer Clauses 14 -17) and delivering the expected *Program* outcomes (refer Clause 18).

Appendix A: Other Program Administration Matters

Payments of Grant Funds by the Commonwealth

1. Nothing in these *Program Guidelines* should be interpreted to give rise to any contractual obligations or rights, expressed or implied, by the issue of these *Program Guidelines* or the submission of a *Growth Centre* proposal under the *Program*.
2. No agreement will be created until a formal execution of the funding agreement occurs between a *Growth Centre* and the *Commonwealth Government* (as represented by the *Program Delegate*).
3. Notwithstanding the approval of any *proposal* for a *Growth Centre*, the provision of *Grant Funds* by the *Commonwealth Government*, is subject to available *Commonwealth Government* funding and changes in *Commonwealth Government* policy.

Value for Public Money

4. The *Program Delegate* will ensure that value for public money for the *Program* is achieved through:
 - a) Ensuring applications for funding under the *Program* are appraised through a facilitated, merit-based selection process as appropriate;
 - b) Establishing and maintaining robust governance arrangements for individual *Growth Centres*, as well as for ongoing oversight of *Growth Centres*' performance through effective monitoring and evaluation requirements;
 - c) Including provisions in these *Program Guidelines* and *Industry Growth Centre Funding Agreement* to ensure that *Grant Funds* provided must not be used to fund activities already funded from other *Commonwealth Government* sources;
 - d) Establishing clear guidance for the appropriate use of *Grant Funds* and mechanisms to monitor expenditure;
 - e) Establishing and maintaining a comprehensive risk and compliance management process which is used to inform the *Program Guidelines*, *Industry Growth Centre Funding Agreements*, the *Growth Centre proposal* and assessment process, performance monitoring and evaluation activities, as well as *Program* administration and management activities; and

- f) Ensuring *Growth Centres* are aware of their responsibilities in delivering value for money through these *Program Guidelines* and through the *Industry Growth Centre Funding Agreement*.

Conflict of Interest and Bias

5. A conflict of interest can arise when an individual's integrity, objectivity or fairness in performing the services is at risk due to a pecuniary interest of a person or organisation associated with the individual or a conflicting business arrangement.

The Department's procedures for managing employees' conflict of interests

6. The Department's procedures for managing disclosure of interests by its employees 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 following website: www.industry.gov.au.

The Department's procedures for managing the Chairs' and Facilitators' conflict of interests

7. The *Chairs* and *Facilitators* must identify to the *Department* in writing any potential or actual conflicts of interest they believe will or may arise from participation in the *Program*.
8. The *Chairs* and *Facilitators* must specify to the *Department* how any actual or perceived conflict of interests will be addressed and monitored to ensure it does not compromise the outcomes desired of the *Program*.
9. The participation of the *Chairs* or *Facilitators* in the *Program* will be subject to the *Department* being satisfied that there are appropriate measures in place to address an actual or potential conflict of interest involving the *Chair* or *Facilitator*.

Feedback and Complaints

10. Information about feedback and complaints handling concerning the *Program* is included in the Customer Service Charter published on the following website: www.business.gov.au. Complaints concerning the *Program* will be directed to the *Program Delegate*.
11. *Applicants* are also entitled to lodge a complaint with the Commonwealth Ombudsman in regards to the administrative actions of Australian Government departments and agencies. Details of how *Applicants* may lodge a complaint are published on the following website: www.ombudsman.gov.au. *Applicants* should be aware that the

Commonwealth Ombudsman cannot investigate the decisions of the *Minister*.

Program Contact Details

12. Any queries regarding these *Program Guidelines* should be directed to the www.business.gov.au website or the Contact Centre on 13 28 46.

Protection of Information

13. The use and disclosure of information provided to the *Department* by *Applicants* (including information provided as part of any proposals or applications) is regulated by the relevant provisions of the *Public Service Act 1999 (Cth)*, the *Public Service Regulations 1999*, the *Privacy Act 1988 (Cth)*, the *Crimes Act 1914 (Cth)*, the *Criminal Code Act 1995 (Cth)* and the common law.

How the Department will use Personal Information you provide to us

14. The *Department* is bound by the Australian Privacy Principles (APPs) outlined in Schedule 1 of the *Privacy Act 1988 (Cth)* (Privacy Act) which regulates how entities may collect, use, disclose and store personal information.
15. Personal information including names, email addresses, submissions and comments, are collected to enable and assist the *Department* in the administration and further development of the *Program*.
16. The information (both personal information and other information) provided to *Department* by *Applicants* will be used and disclosed for the purposes of discharging their respective functions under these *Program Guidelines* and otherwise for the purposes of the *Program* and related uses, including Ministerial announcements related to the *Program*. The *Department* may also disclose information to:
 - a) other Commonwealth, State or Territory Government agencies, for the purposes of reporting and consultation;
 - b) the *Minister* and staff members of the *Minister's Office* for the purposes of administering and informing the development of the *Program*;
 - c) the Auditor-General, Commonwealth Ombudsman or Australian Information Commissioner;
 - d) a House or a Committee of the Parliament of the Commonwealth of Australia;

- e) a third party contractor engaged by the *Commonwealth Government* for audit-related purposes;
 - f) other Commonwealth, State or Territory government departments and agencies where it is required or authorised under an Australian law, court or tribunal order, or it relates to law enforcement activities and, if necessary, to substantiate an *Applicant's* claim; or
 - g) third party contractors engaged by the *Department* (including experts and auditors) from whom the *Department* wishes to seek advice.
17. Any information obtained will be stored and held in accordance with the *Department's* obligations under the *Archives Act 1983* (Cth).
- a) Information obtained will only be used and disclosed for the purposes outlined above, or as otherwise authorised or required by law.
18. Further information as to how the *Department* handles personal information is set out at the following website: www.industry.gov.au.

How the Department will use other information you provide to us

19. Subject to Clauses 14 - 18 of Appendix A, only information provided by the *Applicant* to the *Department*, which clearly identified by the *Applicant* as confidential and reasons for the confidentiality are provided by the *Applicant*.
20. Even if the information provided by the *Applicant* is identified by the *Applicant* as confidential it may be disclosed:
- a) to other *Commonwealth Government* employees and contractors where this serves the purpose of the *Program*;
 - b) to the *Minister* and staff members of the *Minister's* Office;
 - c) in response to a request by a House or Committee of the Parliament of the Commonwealth of Australia;
 - d) the Auditor-General, Commonwealth Ombudsman or Australian Information Commissioner
 - e) where required or permitted by law,
 - f) where the consent of the *Applicant* to the release of information is obtained prior to its disclosure, or

- g) where it is or becomes public knowledge otherwise than due to the actions of the *Department*.
- 21. Subject to Clauses 14 - 18 of Appendix A, the *Minister* or the *Department* may also publicly announce successful activities associated with the *Program*, including details of successful *Growth Centre* proposals, the appointment of *Chairs*, details of *Projects* funded by *Project Funds* and the quantum of *Grant Funds*.
- 22. Such public announcements may also include information requested by the *Department* from successful *Applicants*, provided it is not confidential.
- 23. In accordance with the terms of the Commonwealth Grants Rules and Guidelines, the *Department* will also report the details of individual grants on its website: www.industry.gov.au.

Freedom of Information

- 24. All documents created or held by the *Department* with regard to the *Program* are subject to the *Freedom of Information Act 1982 (Cth)*. Unless a document falls under an exemption provision, it will be made available to the general public if requested under the *Freedom of Information Act 1982 (Cth)*.
- 25. All *Freedom of Information (FOI)* requests are to be referred to the FOI Coordinator, in the *Department*. Decisions regarding requests for access will be made by an authorised officer in accordance with the requirements of the *Freedom of Information Act 1982 (Cth)*.

Intellectual Property

- 26. A strategy to manage *Intellectual Property* in *Material* created as a result of *Growth Centre* activities will be agreed between the *Growth Centre* and the *Commonwealth Government* as part of negotiating the *Industry Growth Centre Funding Agreement*.
- 27. When developing an approach to *Intellectual Property* management, each *Growth Centre* must ensure that *Intellectual Property* in *Material* created as a result of *Growth Centre* activities is utilised in a manner that:
 - a) Benefits the whole *sector* to improve productivity and competitiveness;
 - b) Promotes the productivity and competitiveness of the *sectors*;

- c) Is consistent with the *Program* objectives; and
- d) Is consistent with these *Program Guidelines*.

Tax Obligations

- 28. *Grant Funds* under the *Program* may attract the Goods and Services Tax (GST). Payments of *Grant Funds* will be increased to compensate for any GST which the *Growth Centres* are liable to pay on the relevant *Industry Growth Centre Funding Agreement*.
- 29. *Grant Funds* under the *Program* may be treated as assessable income for taxation purposes. On this basis, the *Growth Centres* are recommended to seek their own independent professional advice on their taxation obligations.

Appendix B: Requirements of the Growth Centres Project Fund

Description

1. Part of each *Growth Centre's Grant Funds* allocation is for the purpose of undertaking industry-led collaborative *Projects* to improve the productivity, competitiveness and innovative capacity within and between the six *sectors* of the *Program*.
2. The *Growth Centres* are wholly responsible for developing and delivering *Projects* that directly relate to the *Program* objectives and meet the following objectives:
 - a) *Alignment and relevance*: The *Project* addresses a gap in capacity and capability of the sector and aligns to the strategic priorities of the *Growth Centre*, as detailed in the *Sector Competitiveness Plan* (or the *Growth Centre's first Annual Business Plan* prior to completion of a *Sector Competitiveness Plan*);
 - b) *Project impact and value for money*: The *Project* will deliver improvements in the levels of collaboration within the *sector* and the competitiveness and productivity of the *sector*; and
 - c) *Capacity and capability*: Evidence of sufficient industry co-contributions, as well as technical, methodological and management capability to deliver the *Project*.
3. *Projects* funded by the *Project Funds* will be expected to contribute to the following outcomes:
 - a) The *Project Fund* will assist the *Growth Centres* to undertake industry-led projects within and between *sectors* to improve their productivity, competitiveness and innovative capacity;
 - b) *Projects* will build the capability of *sectors* and address barriers impeding their competitiveness on a scale that will deliver tangible results;
 - c) *Projects* are expected to deliver national and *sector* wide impact (i.e. benefits to the wider *sector* beyond the project participants), including to small and medium enterprises; and
 - d) *Projects* should have the potential to generate significant spill-overs and develop world-best commercial activity.

Ensuring *Project Funds* deliver value for money

4. *Projects* are a core activity of *Growth Centres*. *Grant Funds* for *Projects* are granted directly from the Commonwealth to *Growth Centres*. The merit based selection process for *Growth Centres* is outlined from Clauses 55 – 61.
5. The *Program Delegate* will ensure *Projects* deliver value for money through the following process, which will be included in the *Growth Centres' Funding Agreements*:
 - a) *Growth Centres* will outline their process for developing *Projects* in their *Annual Business Plan*, explicitly linking the project development process to the key themes and objectives;
 - b) *Growth Centres* will receive their annual allocation of *Grant Funds*, including *Project Funds*, when the *Program Delegate* approves respective *Annual Business Plans*;
 - c) *Growth Centres* will develop and undertake *Projects* according to these *Guidelines*;
 - d) *Growth Centres* will report on the outputs and outcomes of *Projects* in their *Annual Reports*; and
 - e) Should *Growth Centres* fail to meet the terms of their *Funding Agreements* as described in this Appendix and *Program Guidelines*, the *Program Delegate* may suspend or terminate agreements.

Purpose of Project Fund

6. *Grant Funds* allocated under the *Project Fund* must only be used to fund *Projects* that meet the requirements outlined in this Appendix.
7. The *Project Fund* is intended to be flexible and can support a wide range of *Projects* including those that focus on market, value chain or technology issues to deliver commercial outcomes that have sector wide impact.
8. *Project Funds* are not intended to support discovery or basic research. However, applied research and development that has known commercial application(s) and a clear timeframe for implementation falls within the scope of these *Program Guidelines* and would be eligible.

9. *Project Funds* may be used to pay for the construction, renovation or extension of facilities such as buildings or laboratories, but only where the primary purpose of those facilities is to achieve the outcomes of a *Project*. It is expected that any such facilities would provide benefits to the wider sector beyond the *Project* participants (e.g. a facility that could be accessed by businesses in the sector to test or pilot new or improved processes).
10. Where proposed *Projects* will rely on the participation of publicly funded research organisations, *Growth Centres* must demonstrate that the *Project Funds* will not be used to duplicate existing government funding. In these cases *Growth Centres* must clearly articulate how the *Project Funds* will be used to address a gap in capacity and capability of the sector in a way that would not otherwise be achieved.

Project Fund Details

11. The total amount of project funding available is limited by the *Project Fund* appropriation.
12. *Grant Funds* supporting *Projects* under the *Project Fund* appropriation will be distributed evenly among the *Growth Centres* on an annual basis, except where an individual *Growth Centre* has its own funding allocation.
13. *Projects* can be funded for up to two years. No single *Project* will be allocated more than \$3 million from the *Project Fund* in a single financial year, unless agreed by the *Program Delegate* in exceptional circumstances.
14. *Project Funds* can be used to undertake a new *Project* that builds on the outcomes of a previously completed *Project*. Where this occurs, *Growth Centres* will need to demonstrate how the new *Project* is different from the previous *Project* and how the new *Project*, standing alone, meets the requirements of the *Project Fund*.
15. The *Project Fund* is not intended to support small scale projects of low value (i.e. \$100,000). It is expected that projects of this scale would be funded by the *Growth Centres*, industry or through other sources, without the need for further support from the *Project Fund*.
16. These *Project Fund* details will be outlined in *Growth Centres' Funding Agreements*.

Co-contributions from Industry

17. *Growth Centres* will be required to ensure that *Grant Funds* used to support *Projects* are at least matched by cash contributions from industry.
18. *Project Funds* cannot be used to duplicate, but may complement and leverage funding arrangements from other government sources including from State and Territory Governments. Any additional Government cash contributions must also be matched with equal additional industry cash co-contributions.
19. It is recommended that *Growth Centres* enter into appropriate sub-contracting arrangements with the project participants to protect the *Growth Centres'* liability in delivering *Projects* (e.g. a consortium agreement).
20. Requirements for industry co-contributions will be outlined in *Growth Centres Funding Agreements*.

Reporting

21. The requirements for reporting on progress, outcomes and expenditure of the *Projects* supported by *Project Funds* will be specified in the *Industry Growth Centre Funding Agreement*.
22. To support transparency in the use of *Grant Funds*, *Growth Centres* will be required to report the details of a *Project* supported by *Project Funds* no later than 14 days after the first expenditure of *Project Funds* on the *Project* on the *Growth Centre's* web page. The published information must include:
 - a) A description of the *Project* and an overview of how the *Project* meets the strategic priorities of the *Growth Centre* and the objectives of the *Growth Centre Project Fund*;
 - b) A list of the *Project* participants;
 - c) The total of government funding for the *Project*, and
 - d) The total industry co-contributions for the *Project*.

Appendix C: Glossary of Terms

The following definitions apply for the purpose of interpreting these *Program Guidelines*. They are not intended to be a substitute for the defined terms in the *Industry Growth Centre Funding Agreement*.

Accelerating Commercialisation Element	An element of the Entrepreneurs' Program which helps entrepreneurs, researchers, start-ups and businesses address key challenges in the commercialisation pathway of bringing novel products, processes and services to the market.
Annual Business Plan(s)	A document annually prepared by each Growth Centre for the Department which plans the details of a Growth Centre's activities and milestones for dates of completion.
Annual Report(s)	A document annually prepared by each Growth Centre for the Department which sets out how a Growth Centre's planned activities and milestones for dates of completion (as set out in the Annual Business Plan) were completed/satisfied.
Applicant(s)	The Chair and proposed Founding Members who develop and submit a Growth Centre proposal .
Chair(s)	The appointed Chair of each Growth Centre Board .
Commercialisation Funding	Funding to help address the challenges associated with commercialising novel intellectual property in the form of new products, processes and/or services. This funding is being delivered through the Accelerating Commercialisation Element of the Entrepreneurs' Program .
Commonwealth Government	The currently elected Commonwealth Government of Australia.
Department	The Commonwealth Department of Industry, Science, Energy and Resources or the Commonwealth Government department with responsibility for administration of the Program .
Entrepreneurs' Program	A Commonwealth Government Program that provides a framework through which the Government will support small and medium businesses to improve business capability and competitiveness, promote economic growth and support the commercialisation of new products, processes and services.
Facilitator(s)	An individual engaged to manage the initial facilitation, negotiation and development phase for each Growth Centre .
Founding Members	Stakeholders that work together to form the Growth Centre .
Freedom of Information (FOI)	Freedom of Information request in accordance with the <i>Freedom of Information Act 1982</i> (Cth).
Grant Funds	The funds provided by the Commonwealth Government to the Recipients as determined by the Industry Growth Centre Funding Agreement under the Program . Use of

	Grant Funds includes the establishment, salaries and ongoing cost of the Growth Centre as well as delivery of activities and services delivered to the sector. Activities include funding of industry-led collaborative Projects .
Growth Centre(s)	Not-for-profit company limited by guarantee responsible for delivering the Program .
Growth Centres Board(s)	The Board which is responsible for the establishment and ongoing operations of a Growth Centre .
Growth Centre proposal(s) or proposal(s)	The proposed arrangements of the Growth Centre set out in the provided application form for the Minister's consideration.
Growth Centres Advisory Committee	The Committee described at Clause 76 – 79 in the Program Guidelines which provides independent advice to the Minister and Commonwealth Government on the Program .
Industry Growth Centre Funding Agreement(s)	A legal binding document between the Commonwealth Government and a Recipient for the receipt of Grant Funds under the Program .
Industry Growth Network (Network)	An internet-accessible resource that facilitates open access by Growth Centres to data and encourages information sharing and linking of businesses to potential suppliers, partners and customers.
Industry Knowledge Priorities	Developed as part of the Sector Competitiveness Plans and reviewed annually by Growth Centres to communicate the priority research needs and commercialisation opportunities of their sector .
Intellectual Property or IP	Includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patents), plant varieties, trade marks (including service marks), designs, circuit layouts, all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields and any right to have confidential information kept confidential, but does not include Moral Rights or rights of performers.
In-kind	The contributions a Growth Centre obtains that are not cash.
Material	Includes property, information, software, firmware, documented methodology or process, documentation or other material in whatever form, including any reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property .
Minister	The Minister for Industry, Science and Technology; or the Australian Government Minister with portfolio responsibility for the Program .
Modern Manufacturing Strategy	The Modern Manufacturing Strategy is a whole-of-government strategy to help Australian manufacturing scale-up, become

	more competitive and resilient, creating jobs for now and for future generations. www.industry.gov.au/data-and-publications/make-it-happen-the-australian-governments-modern-manufacturing-strategy
Program	The Industry Growth Centres Initiative .
Program Delegate	A General Manager within the Department with responsibility for the Program .
Program Guidelines	The guidelines issued for the Program by the Minister , and as amended by the Minister from time to time.
Project(s)	An activity or activities supported by Grant Funding from a Growth Centre .
Project Fund(s)	An element of the Grant Funds provided to the Growth Centres to undertake collaborative Projects in accordance with Appendix B of these Program Guidelines .
Quarterly Financial Report(s)	A document prepared by each Growth Centre each financial quarter for the Department which sets out a Growth Centre's financial information.
Recipient(s)	The organisation which enters into the Industry Growth Centre Funding Agreement and receives payment of the Grant Funds . This organisation must be an entity under the <i>Corporations Act 2001 (Cth)</i> . The Chair which submits a Growth Centre proposal for the Growth Centre may differ from the Recipient that enters into the Industry Growth Centre Funding Agreement .
Sector(s)	Areas of competitive strength or strategic priority which have been determined by the Commonwealth Government . The Program will operate in: (1) Advanced Manufacturing; (2) Cyber Security; (3) Food and Agribusiness; (4) Medical Technologies and Pharmaceuticals; (5) Mining Equipment, Technology and Services; and (6) Oil, Gas and Energy Resources. Additional areas may be considered in future at the discretion of the Commonwealth Government .
Sector Competitiveness Plan(s)	A document prepared by the Growth Centres within 12 months of their establishment which identifies issues applicable to their sector and immediate priority actions to enhance competitiveness.
Sector Regulation Reform Agenda(s)	Developed by the Growth Centres , as part of the Sector Competitiveness Plans , that will identify opportunities for regulation reform in the six sectors . A portion of this plan will identify reform opportunities which the Commonwealth Government is capable of actioning.
Transition Plan	A document prepared by each Growth Centre for the Department which sets out a Growth Centres plan for transitioning to self-sufficiency.