

# NEXT GENERATION MANUFACTURING INVESTMENT PROGRAMME

## PROGRAMME GUIDELINES

I, THE HON IAN ELGIN MACFARLANE MP, Minister for Industry and Science ('the *Minister*'), issue the following *Programme Guidelines* to the Department of Industry and Science ('the *Department*').

DATED ..... 17th July ..... 2015

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MINISTER FOR INDUSTRY AND SCIENCE

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## NEXT GENERATION MANUFACTURING INVESTMENT PROGRAMME

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### Preamble

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. In December 2013, General Motors Holden announced that it was closing its South Australian and Victorian operations by 2017, with the loss of 2900 jobs, and Toyota Motor Corporation announced in early 2014 that it was closing its Victorian operations in 2017 with a loss of 2500 jobs. The Growth Fund is part of the Australian Government's Industry Innovation and Competitiveness Agenda and includes the \$61.8 million Next Generation Manufacturing Investment Programme.

The Next Generation Manufacturing Investment Programme aims to accelerate investment in Victoria and South Australia in areas of manufacturing where growth opportunities have been demonstrated. The Programme will run over four years to June 2018, allowing grant recipients sufficient time to build large scale projects that mature in parallel with the wind-down and closure of Holden and Toyota by 2017. This will maximise the benefit from new economic activity.

The Growth Fund also includes:

- the \$30 million Skills and Training Programme to assist automotive employees to have their skills recognised and provide training for new jobs, while they are still employed;
- the \$15 million boost to the Automotive Industry Structural Adjustment Programme to provide careers advice and assist automotive employees to secure new jobs;
- the \$20 million Automotive Diversification Programme to assist automotive supply chain firms capable of diversifying to enter new markets; and
- the \$29.1 million Regional Infrastructure Programme to support investment in non-manufacturing opportunities in affected regions.

## MINISTERIAL PROGRAMME GUIDELINES

### Purpose

The purpose of these *Programme Guidelines* is to provide a framework for the operation and administration of the *Next Generation Manufacturing Investment Programme* ('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 *Commonwealth* 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* in consultation with the Victorian Minister for Manufacturing (*Victorian Minister*) and the South Australian Minister for Manufacturing and Innovation (*South Australian Minister*); and
  - (b) may be amended by the *Minister* in consultation with the *Victorian Minister* and the *South Australian Minister* from time to time.

## Part One: Overview

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### Introduction

6. The *Next Generation Manufacturing Investment Programme* is a \$61.8 million *Programme* which includes \$58.5 million for competitive merit-based grants. The *Programme* will support capital projects by businesses that are establishing or expanding their manufacturing operations in areas of high value manufacturing in Victoria or South Australia. Projects supported should aim to stimulate economic activity and help businesses increase their competitiveness and sustainability.
7. The *Commonwealth* is contributing \$37.8 million to the *Programme* and the South Australian and Victorian Governments will contribute \$12 million each. At the commencement of the *Programme*, grant funds will be divided into two equal funding pools, one for each participating State.

8. The *Department* is responsible for administering the *Programme*. The *Programme* will operate over four years from 2014-15 to 2017-18.
9. For each funding pool under the *Programme*, grants will be awarded through open competitive funding rounds against the *Programme* eligibility and merit criteria.
10. 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**

11. 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.
12. The *Programme* will support the 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.
13. Grants will support small and medium-sized firms that have the demonstrated capability to access and capture market opportunities.

## ***Part Two: Roles and Responsibilities***

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### **The Minister**

#### *Victorian Funding Pool*

14. The *Minister*, in consultation with the *Victorian Minister*, will make the final decision as to whether an *Eligible Project* is funded under the *Programme's* Victorian Funding Pool.

#### *South Australian Funding Pool*

15. The *Minister*, in consultation with the *South Australian Minister*, will make the final decision as to whether an *Eligible Project* is funded under the *Programme's* South Australian Funding Pool.

### **Programme Delegate**

16. The *Minister* will appoint a *Programme Delegate* to administer the *Programme*.
17. The *Programme Delegate* may make administrative guidelines and amend them from time to time.

18. 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 *Commonwealth* with *Grantees*;  
and
  - (d) authorising payments of *Grant Funds* by the *Commonwealth* to *Grantees*.
19. The *Programme Delegate* may have other responsibilities under the *Programme*.

### **Next Generation Manufacturing Investment Programme Advisory Committee**

20. A *Next Generation Manufacturing Investment Programme 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 under the *Programme*.

## **Part Three: Eligibility Requirements**

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### **Grant Limits**

21. The minimum grant under the *Programme* will be \$500,000.
22. The maximum grant under the *Programme* will be \$5 million.
23. Grants will be a maximum of 50 per cent of *Eligible Expenditure*. However, *Applications* that demonstrate a higher level of *Applicant* contribution may be more meritorious against the value for money criteria at paragraph 42(c) of these *Guidelines*.
24. *Eligible Projects* must include a minimum of \$1 million in *Eligible Expenditure* as described in paragraph 36 of these *Guidelines*.
25. The total value of grants that a *Grantee* may be awarded under the *Programme* must not be more than \$5 million.
26. *Applicants* may apply for other Commonwealth granting programmes for the same project, however, if successful, the project can only be supported by either the *Next Generation Manufacturing Investment Programme* or one of the other Commonwealth granting programmes.
27. The total value of grants made under the *Programme* must not exceed \$58.5 million.

### **Eligible Applicants**

28. To be an *Eligible Applicant*, an *Applicant* must:
- (a) be a trading corporation (within the meaning of section 51(xx) of the Australian Constitution), incorporated in Australia, that is *non-income tax exempt* and registered for the *Goods and Services Tax (GST)*;

- (b) not be named by the Affirmative Action Agency as an organisation that has not complied with the *Workplace Gender Equality Act 2012 (Cth)*;
- (c) provide evidence of support from its board, or chief decision making body, indicating that the *Applicant* can undertake the *Project* and can commit to funding the *Applicant's* share of the *Project* costs (exclusive of in-kind contributions); and
- (d) provide evidence that confirms the *Applicant's* ability to fund its share of the *Project* costs and satisfies any evidentiary requirements stipulated by the *Programme Delegate*.

29. The following are ineligible:

- (a) individuals and partnerships;
- (b) *Commonwealth*, State and Local Government agencies and bodies (including government business enterprises);
- (c) *Applicants* who are registered under the Automotive Transformation Scheme; and
- (d) *Applicants* who are eligible to apply for the Automotive Diversification Programme, while funding is available under that programme.

### **Eligible Projects**

30. In order for a *Project* to be considered an *Eligible Project*, the *Project* must:
- (a) Include *Eligible Activities* as described in paragraph 34 and 35 of these *Guidelines*;
  - (b) have at least \$1 million in *Eligible Expenditure* as described in paragraph 36 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.
31. 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.
32. The *Programme Delegate* may consider requests that extend the *Eligible Project* duration after a *Grantee* has entered into a *Funding Agreement* with the *Commonwealth* as represented by the Department of Industry.
33. *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**

34. *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*.
35. The *Programme Delegate* may approve additional *Eligible Activities* that are consistent with these *Guidelines*.

### **Eligible Expenditure**

36. *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*.
37. The *Programme Delegate* will issue *Eligible Expenditure Guidelines* outlining the *Eligible Expenditure* allowable under the *Programme*.
38. *Ineligible* expenditure includes expenditure such as the cost of finance, purchase of land, opportunity cost, routine operational costs and costs relating to advertising or recruiting. A full list of ineligible expenditure will be outlined in the *Eligible Expenditure Guidelines*.

## **Part Four: Application and Assessment Process**

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### **Applications**

39. *Applicants* must use the current *Application Form* found on business.gov.au. *Applicants* should review the *Customer Guidelines* prior to completing the *Application Form*.
40. The *Application Form* and *Customer Guidelines* will be available by calling 13 28 46 or on business.gov.au.
41. *Applications* for funding under the *Programme* will only be accepted during funding rounds. *AusIndustry* will announce details of each funding round on business.gov.au.

### **Project merit criteria**

42. *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 to be generated by the *Project* (25 points);
  - (b) the extent to which the *Project* represents a new or expanded activity for the *Applicant* (25 points), including whether the *Project* can be:
    - (i) demonstrated as an area of high value; and
    - (ii) demonstrated as an area of opportunity or growth;
  - (c) the value for money offered by the *Project* (20 points);
  - (d) the demonstrated capacity and capability of the *Applicant* to access and capture market opportunities (20 points); and
  - (e) the expected productivity improvements and sustainability for the *Applicant* generated by the project (10 points).
43. *Projects* that provide new job opportunities for workers from the automotive industry will attract additional weighting in the consideration of criterion 42(a) above.
44. An *Eligible Application* will only be assessed against other *Eligible Applications* for *Projects* in the same State.
45. Claims made against each criterion must be substantiated and full details of all underlying risks and assumptions should be clearly stated.
46. *Applications* will need to score highly against each merit criterion to be recommended for funding.
47. 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**

48. Only *Applications* that are deemed eligible by the *Programme Delegate* under paragraphs 28 to 39 will proceed to the merit assessment stage.
49. If the *Programme Delegate* accepts an *Application* as eligible, he/she must refer the *Application* to the *Advisory Committee* for merit assessment.
50. 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*.
51. The *Advisory Committee* will assess *Eligible Applications*, taking into consideration the assessment report prepared by the *Department* in consultation with the relevant Victorian and South Australian government agencies, and provide its recommendation

to the *Minister* and the relevant *State Minister*. The *Minister* will confirm that funding is available before making a decision to approve or not approve an *Application*.

52. The *Minister*, in consultation with the relevant *State Minister*, must not approve an *Application* if he/she reasonably considers that the *Application* cannot be accommodated within the *Programme Funding* available for the financial years to which the *Application* relates, following an assessment of:
- (a) existing commitments of *Programme Funds* in the current financial year;
  - (b) existing commitments in future years; and
  - (c) *Programme Funds* currently available.
53. 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**

54. 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.
55. 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.
56. 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**

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#### **Funding Agreements**

57. The *Programme Delegate*, on behalf of the *Commonwealth*, must enter into a *Funding Agreement* with a *Grantee* before *Grant Funds* are provided to the *Grantee*.
58. *Grantees* will be required to enter into a *Funding Agreement* with the *Commonwealth* which sets out the terms on which the *Grant Funds* will be provided.
59. Among other things, a *Funding Agreement* must:
- (a) Provide for the *Commonwealth* 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 region/state until the date specified in the funding agreement and will not, except with the prior consent of the *Commonwealth*, 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 *Commonwealth* 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 *Commonwealth* or authorised independent third parties, including by providing information requested by the *Commonwealth* 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.
60. A *Funding Agreement* may include any other terms that the *Programme Delegate* considers necessary to protect the *Commonwealth's* interests in securing the achievement of the *Eligible Project*, relevant *Commonwealth* policies, the *Programme* policy objectives set out in these *Guidelines* and making appropriate use of public monies.
61. 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.
62. 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*.
63. 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.

64. 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.
65. The *Programme Delegate* may, at his/her discretion, agree with a *Grantee* to vary the *Funding Agreement* from time to time. However, requests from *Grantees* for variations to increase the agreed amount of *Grant Funds* will not be considered.

### **Taxation Obligations**

66. Grants under the *Programme* attract the *Goods and Services Tax (GST)*. Grant payments are increased to compensate for the amount of this tax.
67. 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**

68. 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.
69. 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*.
70. 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).

71. *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**

72. 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.
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.

#### **Announcement**

74. The *Minister*, in conjunction with the relevant *State Minister*, or the *Department* may publicly announce successful *Projects*, including details of successful *Applicants* and the quantum of *Grant Funds*.
75. 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.
76. The *Department* will also report the details regarding the award of *Grant Funds* on its website as per the requirements of *Finance Circular 2013/02 - Australian Government Grants: Briefing and Reporting*.

### **Part Six: Administration**

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#### **Monitoring and evaluation**

77. The *Department* will conduct a formal evaluation of the *Programme* 18-24 months after the final *Eligible Project* has been completed.
78. 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*.

79. *Grantees* must, at their own cost, cooperate with any evaluation of the *Programme* undertaken by the *Commonwealth* or authorised independent third parties, including by providing information requested by the *Commonwealth* or a relevant third party for the purposes of the evaluation.

### **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 1988 (Cth).
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 *Programme 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 Parliamentary Secretary for the Department of Industry will assume the *Minister's* responsibility as the final decision maker.

## Complaint Handling Mechanism

97. The *Programme Delegate* will formulate *Customer Guidelines* for the handling of complaints concerning the *Programme*. 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](http://business.gov.au)

## APPENDIX A

### *Definitions of Key Terms*

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In these *Guidelines* unless the contrary intention applies:

**Advisory Committee** refers to the Next Generation Manufacturing Investment Programme Advisory Committee.

**Applicant** means an entity referred to in these Guidelines that submits an Application for Next Generation Manufacturing Investment Programme 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.

**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.

**Customer Guidelines** means the Guidelines formulated by the Programme Delegate under the relevant clauses of these Programme Guidelines, and in accordance with the Commonwealth Grant Guidelines issued by the Minister for Finance and Deregulation under Regulation 7A of the *Financial Management and Accountability Act 1997 (Cth)*. The Customer Guidelines will be published for the benefit of potential Applicants and other interested parties.

**Department** means the Department of Industry 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 34 and 35).

**Eligible Applicant** means an Applicant that satisfies the requirements described in paragraphs 28-29 of these Guidelines.

**Eligible Application** means an Application or proposal for Grant Funding under the Next Generation Manufacturing Investment Programme 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 36-38).

**Eligible Expenditure Guidelines** means the Guidelines formulated by the Programme Delegate, which may be updated from time to time, which outline accepted Eligible Expenditure under the Programme.

**Eligible Projects** means a Project that satisfies the requirements as described in paragraphs 30-33.

**Finance Circular** means the policy guidance issued by the Department of Finance and Deregulation on various matters relating to the Commonwealth Government's financial framework.

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

**Grant Funding** or **Grant Funds** means the funding made available by the Commonwealth of Australia to successful Applicants under the Next Generation Manufacturing Investment Programme.

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

**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 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.

**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 Commonwealth 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 Grant Funding.

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**South Australian Minister** means the South Australian Minister responsible for manufacturing.

**State Minister** means either the Victorian Minister responsible for manufacturing or the South Australian Minister responsible for manufacturing.

**Victorian Minister** means the Victorian Minister responsible for manufacturing.