

TERMS & CONDITIONS – Darwin Innovation Hub Croc Pitch

The following contains the Terms and Conditions for entry into Croc Pitch 2019 (“Competition”). By submitting an application for entry (“Application”), you agree to be bound by these terms and conditions. These terms and conditions may be subject to change without notice.

GENERAL

1. Croc Pitch is the Northern Territory’s premier startup pitching competition (“Competition”) run by the Darwin Innovation Hub (DIH) (“we”, “us” or “our”). It is an opportunity for Northern Territory entrepreneurs and businesses (“you” or “a competitor”) to pitch their ideas, whether it be a business, service, product or any other idea (“idea”), to a panel of judges in front of a live audience.
2. The Competition is open for entries from 10 September 2019 until 5:00 pm on 6 October 2019. Any entry received after the expiry of the Competition period will be deemed invalid. DIH reserves the right to extend the Competition period in its sole discretion.

PRIZES

3. The judges of the Competition will award two prizes:
 - a. First prize: \$50,000 Business Innovation Funding provided by the Northern Territory Government and the opportunity to receive investment funds of at least \$100,000 from the Paspalis Innovation Investment Fund, subject to agreed terms and due diligence;
 - b. Second prize: a 90 day placement at an Australian Government funded Landing Pad experience with \$5,000 towards costs.
4. Prizes are not transferable or exchangeable. If a prize is unavailable for any reason, we may substitute for another item of equal value as determined by us. If, for any reason, a winner does not take an element of a prize at the time stipulated by us, then that element of the prize will be forfeited and cash will not be supplied instead.
5. The prizes awarded are in the judges’ sole discretion. We are not responsible in any way for the decisions, actions or conduct of judges. Our decisions (and those of judges) in respect of all aspects of the competition are final. The winners will be announced on Tuesday 8 October 2019 following the Croc Pitch 2019 Final at Darwin Innovation Hub.
6. All applicants are entitled to one scheduled mentoring session with DIH expert in residence, Dr Dean Alle, at a Croc Camp (to be held in Darwin or Alice Springs).

ELIGIBILITY & APPLICATION PROCESS

7. To be eligible to apply, you must satisfy all of the following:
 - a. you are Northern Territory based and Northern Territory registered business or incorporated non-profit organisation;
 - b. you have a valid Australian Business Number (ABN);
 - c. you have fewer than 100 employees; and
 - d. the proposed project must meet the criteria for the Northern Territory Government’s Business Innovation Support Initiatives (BISI) program (available [here](#)) and have potentially commercial outcomes.
8. To apply, you must submit on the Croc Pitch website [Croc Pitch 2019](#), by 2 October 2019:
 - a. A fully completed application form;
 - b. A 200-word bio about yourself and your journey so far;
 - c. A 2-minute draft pitch deck; and
 - d. A profile picture of yourself or your team
9. We are not liable for late, lost, misdirected, incomplete or incorrectly submitted applications.
10. Only one Application per competitor may be submitted.
11. By submitting an Application, you:
 - a. agree to be bound by these terms and conditions;
 - b. agree that we may, in our absolute discretion, select you or not select you to participate in the Competition;

- c. agree to be available, if you are selected to participate:
 - i. during the time designated to you by the organisers of the Competition (on the date and at the location advised to you in your Successful Application Advice), to pitch your idea and participate in media interviews and photographs;
 - ii. on the day before the Competition, to participate in media interviews, photographs and promotional events (such as applicants' luncheon with investors);
 - iii. on the day after the Competition, to participate in media interviews and photographs (at a time and place specified by Competition organisers);
 - iv. on Friday October 11 to deliver a presentation as the Croc Pitch 2019 Winner at the Department of Trade, Business and Innovation October Business Month Innovation Showcase.
 - v. at any other times and places notified by us;
 - d. warrant that you meet the eligibility criteria in clause 7;
 - e. agree that you will not make or cause any other person to make public statements or communications that disparage DIH, its affiliates or employees;
 - f. agree to provide proof of identity, proof of age or proof of business location, upon request. Identification considered suitable for verification is at our discretion;
 - g. warrant that the ideas you present in connection with the Competition, including in your Application are your original work and not copied or adapted from any third party or source and that you own all rights (including intellectual property rights) in any idea submitted by you into this Competition and your use of ideas or information in relation to the Competition does not infringe any third party intellectual property rights;
 - h. acknowledge that by disclosing information in the Competition you waive any right of confidence in relation to that information and expressly authorise us, our employees and agents, the judges, and other persons involved with the Competition to disclose the information in any way whatsoever and to use the information in any way for the purposes of or related to the Competition;
 - i. authorise us to use the information you provide, including your name and idea or the purpose of the Competition including promoting the Competition and related activities conducted after the conclusion of the Competition;
 - j. grant us a non-exclusive, royalty-free, transferable (without consent or notification), irrevocable, perpetual, worldwide right to use any part of your involvement in and follow up to the Competition including photographs, films sound recordings or any other digital recording of you ("Media Materials"), in whole or in part for our business and promotional purposes. You agree that copyright in the Media Materials is ours, and you consent to us using the Media Materials, your names, images and associated items in any of our publications, promotional material or for other commercial purposes. You will not be able to review the Media Materials before they are used. In consideration of this, we acknowledge that we have no ownership of any intellectual property relating to the proposed project submitted in your Application;
 - k. release us from any and all claims, actions, demands, suits, liabilities, damages, expenses or obligations of any kind arising from or related to our use of the Media Materials; and
 - l. agree that your personal information may be shared with our related bodies corporate, service providers and the Northern Territory Government for the purposes of administering the Competition. We collect personal information for the purposes of administering the Competition. This information will be collected and stored in accordance with Australian Privacy Principles, under which you have rights of access and correction.
12. If any aspect of the Competition is not capable of running as planned, we may in our sole discretion cancel, terminate, modify or suspend the Competition.
13. We may disqualify you from the Competition if you:
- a. breach these terms and conditions;
 - b. breach any law relevant to the Competition or your idea; and/or
 - c. are party to any act or thing act or thing prejudicial to our goodwill, commercial reputation or overall public image.

LIMITATION OF LIABILITY

14. Without excluding, restricting or modifying the rights and remedies to which you may be entitled under the Australian Consumer Law or our liabilities under those provisions:
 - a. We are not liable to you for any cost incurred or loss or liability you suffer in any way in relation to the Competition. This includes personal injury, taxation and property damage.
 - b. You acknowledge that the details of the Competition are set out on the Website and are subject to changes we make in our sole discretion with or without notice to you and that we do not make any warranty or representation as to:
 - i. The suitability of the Competition to your circumstances;
 - ii. The suitability of judges;
 - iii. Your prospects of winning a prize;
 - iv. The effect of the Competition on you or your idea; or
 - v. Any other thing related to the Competition.
 - c. We exclude all other implied terms and warranties, whether statutory or otherwise, relating to the Competition and the subject matter of our agreement with you.
 - d. We will not be liable to you for indirect or consequential loss arising from or connected to our agreement with you in contract, tort, under any statute or otherwise (including, without limitation, for loss of revenue, loss of profits, failure to realise expected profits or savings, loss of intellectual property, breach of confidence or any other commercial or economic loss of any kind).
 - e. Our liability to you for loss or damage of any kind arising out of our agreement with you or in connection with the relationship established by it is reduced to the extent (if any) that you cause or contribute to the loss or damage. This reduction applies whether our liability is in contract, tort (including negligence), under any statute or otherwise.
 15. You indemnify us in relation to any loss caused by:
 - a. a breach by you of these terms and conditions; or
 - b. any action by a third party in relation to your use of intellectual property in relation to the Competition.
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BISI VOUCHER TERMS

First prize of the Darwin Innovation Croc Pitch is a \$50,000 Business Innovation Support Initiatives (BISI) voucher (exclusive of GST) "The Grant" provided by the Northern Territory Government.

As per the Eligibility & Application Process criteria of the Terms and Conditions of Croc Pitch 2019 the winning project "Approved Project" must meet the criteria for the Northern Territory Government's Business Innovation Support Initiatives (BISI) program (available [here](#)).

To receive the Grant the First Prize Winner "Recipient" will be required to sign a funding agreement "Agreement" with the Northern Territory Government care of its agency the Department of Trade, Business and Innovation ("Territory"). The Agreement contains clauses similar to those below.

1. THE GRANT

- a. The Territory will pay the Grant to the Recipient for the purpose of the Approved Project. The Grant may be paid in Instalments which may be tied to project milestones with a requirement to acquit funding prior to receipt of the next instalments. This will be negotiated with the Recipient. For the purposes of the Grant provided to the Croc Pitch 2019 winner, any co-contribution requirement may be waived.

2. TERM OF AGREEMENT

- a. The Agreement will commence on the date the last party signs the Agreement ("Commencement Date") and will continue for a period of two years, or until all reports, statements and information outlined in the

Agreement (“Reports”) are provided and the Grant has been acquitted, whichever occurs later (“the Term”).

3. CONDITIONS OF GRANT

- a. The Recipient must ensure that the Grant (including interest on the Grant) is used for the Approved Project.
- b. The Recipient must ensure that the Approved Project is carried out in accordance with the agreed Project Outline (which may include any budgets, timeframes, project components and/or performance measures as agreed by the Recipient and the Territory).
- c. The Recipient must start the Approved Project within three (3) months of the Commencement Date.
- d. The Recipient must hold the Grant in an interest bearing account at a financial institution, approved by the Territory, in the name of the Recipient.
- e. The Recipient must ensure that the accounting standards and controls consistent with the Recipient’s normal operations are applied to the Grant.
- f. The Recipient must keep and maintain such records and accounts including financial details in relation to the Grant, such as receipts of expenditure and interest received.
- g. In accordance with the terms set in clause 13, the Recipient must return any uncommitted amount of the Grant that is unspent to the Territory at the end of the Term.

4. VARIATION TO APPROVED PROGRAM

- a. The Recipient may request agreement in writing from the Territory to vary the Approved Project. Where any variation results in an amount of the Grant that is no longer required, the Recipient must return any unspent Grant in accordance with clause 13.

5. PUBLICATION AND PROMOTION OF APPROVED PROJECT

- a. Subject to clause 10, the Recipient acknowledges and agrees that by executing this Agreement it provides the Territory irrevocable permission to publish details of the Approved Project in any publication the Territory deems appropriate.

6. REPORTING AND ACQUITTAL

- a. The Agreement will contain reporting and acquittal requirements as agreed by the parties. The Recipient must prepare and provide the Territory with any Reports described in the Agreement, within the agreed timeframes.
- b. Reports prepared under the Agreement will include;
 - i. financial details of the Grant, including expenditure and interest received; and
 - ii. progress reports on the progress of the Approved Project.
- c. The Territory will determine the format of the Reports.
- d. If the Territory considers that either the form or content of a Report is not adequate for the Territory’s purposes, the Territory may require the Recipient to submit a revised Report satisfactory to the Territory within twenty (20) Business Days of a written notice to the Recipient:
 - i. requesting a revised Report; and
 - ii. detailing the required changes or additional information or both.

7. RETENTION, INSPECTION AND AUDIT OF RECORDS

- a. The Recipient must keep all records relating to the Grant and Agreement for a period of six (6) years after the expiry or earlier termination of the Agreement.
- b. The Recipient must, at all reasonable times and on reasonable notice, give to the Territory and persons authorised by the Territory, permission to enter the Recipient’s premises and inspect and take copies of all records kept by the Recipient in relation to the Agreement and the Grant, in order to audit the Recipient’s compliance with the Agreement, and in this respect the Recipient must fully cooperate with, and provide all assistance reasonably requested by, the Territory.
- c. The Recipient will give to the Territory, its auditor, or other authorised person all necessary facilities and assistance to enable the conduct of an inspection or audit in accordance with the Agreement.
- d. The Territory, its auditor, or other authorised person may take copies of any records that they consider relevant to the Grant or the Recipient’s obligations under the Agreement.

- e. The Territory may engage a third party to inspect and audit the Recipient's records at any time during the period specified in subclause 8.a.
- f. The cost of any audit under clause 7.e will be borne by the Territory, unless the responsible auditor determines that there is a material discrepancy pursuant to clause 7.g, in which case the Recipient will bear the cost of the audit.
- g. The decision as to whether any discrepancy is material for the purposes of determining whether the Recipient has breached the Agreement will lie with the responsible auditor, in their absolute discretion.

8. OWNERSHIP OF ASSETS

- a. Where the Grant is to be used for the purchase of an asset, the Recipient and the Territory must agree on the ownership of the asset prior to the commitment of the Grant.
- b. Details of assets purchased using the Grant must be kept in an assets register maintained by the Recipient.
- c. In the event that the Territory terminates the Agreement in accordance with clause 16, then (subject to any agreement reached in accordance with clause 9.a), if the Territory so requires, the ownership of any assets purchased using the Grant will transfer to the Territory and the Territory may deal with such assets as it thinks fit.

9. REVIEWS

- a. The Territory may carry out reviews to determine the extent to which the Recipient is:
 - i. meeting its obligations under the Agreement; and
 - ii. progressing the Approved Project.
- b. The timing and method of such reviews is to be agreed to between the parties and the Territory will provide the Recipient with a written report on the outcome of such reviews.

10. CONFIDENTIALITY

- a. The Territory acknowledges that some of the information it receives in the Reports will be of a confidential nature and undertakes not to use that information other than for the purposes of the Agreement and the Territory will not divulge that information without the written permission of the Recipient.
- b. Both parties agree to keep confidential information of the other party confidential.

11. PERSONAL INFORMATION

- a. In this clause:
 - i. **Act** means the Information Act (NT);
 - ii. **Personal Information** means all Information about a person that is "personal information" as defined in the Act which is collected and/or handled by any of the parties in connection with the Agreement; and
 - iii. **Privacy Laws** means:
 - A. the Act; and
 - B. the Information Privacy Principles set out in the Act or any 'code of practice' approved under the Act that applies to any of the parties to the Agreement.
- b. The Recipient agrees:
 - i. to deal with all Personal Information collected or obtained pursuant to the Agreement in a manner which is consistent with the Privacy Laws and any other relevant privacy legislation, as if the Recipient were a public sector organisation pursuant to section 5(7) of the Act;
 - ii. to ensure that any of the Recipient's employees, agents or subcontractors, and any other person who may have access to Personal Information held by the Recipient, are aware of and undertake to not access, use, disclose or retain Personal Information except in performing their duties of employment, agency or subcontract;
 - iii. to collect, use, disclose or otherwise deal with Personal Information only for the purposes of fulfilling the Recipient's obligations under the Agreement;
 - iv. at the expiration or earlier termination of the Agreement, or such longer period as any Personal Information is required to be held or retained by the Recipient pursuant to the Agreement, to either return to the Territory, or at the Territory's request, delete or destroy, all Personal Information received, created or held by the party for the purposes of the Agreement; and

- v. to indemnify the Territory in respect of any liability, loss or expense incurred arising out of or in connection with a breach of the obligations of the Recipient under this clause.
- c. This clause 11 will survive the expiration or earlier termination of the Agreement.

12. INTELLECTUAL PROPERTY

12.1. Definitions

In this clause:

- a. **Agreement Information** means all Information:
 - i. brought into existence under or in accordance with the Agreement or for the purpose of performing the Services under the Agreement;
 - ii. incorporated in, supplied or required to be supplied along with the Information referred to in clause 12.1(a)(i); or
 - iii. copied or derived from Information referred to in clauses 12.1(a)(i) or 12.1(a)(ii);
- b. **Intellectual Property** means all intellectual property rights including patents, copyright, rights in circuit layout, registered designs, trademarks and any right to have Confidential Information under clause 10 kept confidential;
- c. **Territory Information** means any Information provided by the Territory to the Recipient directly or indirectly for the purposes of the Agreement, or which is copied or derived from Information so provided, and includes all Confidential Information pursuant to clause 10.

12.2. Territory Information

- a. Ownership of all Territory Information remains vested at all times in the Territory.
- b. The Recipient must ensure that Territory Information is used, copied, supplied or reproduced only for the purposes of fulfilling the Recipient's obligations under the Agreement.
- c. If the Territory advises the Recipient of any restrictions or conditions attached to the Territory Information, the Recipient must only use that Territory Information in accordance with those conditions.
- d. On the expiry or sooner termination of the Agreement, the Recipient must (at the Territory's option) return to the Territory, or delete or destroy, all Territory Information remaining in the possession or control of the Recipient.

12.3. Intellectual Property

- a. Subject to clause 12.3(b), the intellectual property in the Approved Project, and all other Agreement Information will vest in the Recipient.
- b. The Recipient grants to the Territory perpetual, irrevocable, royalty-free and licence fee-free, worldwide, non-exclusive licences to use, copy, modify and exploit, for the purposes specified in clause 5 and non-commercial purposes:
 - i. the Reports provided in accordance with clause 6 and any other information or material which the Recipient is required to provide to the Territory under the Agreement; and
 - ii. any other information or material provided by the Recipient to the Territory in connection with the Approved Project, unless the Recipient expressly states that no licence is intended to be granted in respect of that information or material or that information is marked as Confidential Information as per clause 10.

13. REPAYMENT OF UNSPENT OR MISUSED GRANT

- a. If, at the end of the Term or earlier termination of the Agreement, ("**Relevant Date**") the Recipient still has any part of the Grant (excluding any part of the Grant legally committed for expenditure in accordance with the Agreement and which falls for payment thereafter), the Recipient must, within ten (10) Business Days of the Relevant Date, advise the Territory of that fact, and either:
 - i. subject to subclause 14(b), seek the Territory's written agreement to retain the remaining part of the Grant for a purpose approved by the Territory; or

- ii. return the remaining part of the Grant to the Territory.
- b. If the Recipient seeks the agreement of the Territory pursuant to clause 13(a)(i) but the Territory has not agreed in writing to the Recipient retaining the remaining part of the Grant under clause 13(a)(i) within ten (10) Business Days of receiving the request from the Recipient, the Recipient must repay the remaining part of the Grant to the Territory within a further ten (10) Business Days.
- c. If:
 - i. at any time the Territory forms the reasonable opinion that the Grant has not been used, spent or committed for expenditure in accordance with the Agreement; or
 - ii. on the expiration of the Term or on any earlier termination of the Agreement, any part of the Grant:
 - A. remains unspent or uncommitted, and the Territory has not agreed to the Recipient retaining that part of the Grant pursuant to clause 13(b); or
 - B. cannot, by reconciliation between the accounts and records maintained by the Recipient (as disclosed to, or reviewed by, the Territory in accordance with clauses 4 or 7) be shown to the reasonable satisfaction of the Territory to have been spent or committed in accordance with the Agreement;

then at the sole discretion of the Territory and by written notice the Territory may require the Recipient to:

- iii. repay the Grant or any part of it to the Territory in the manner and within the time described in the notice; or
- iv. deal with the Grant or any part of it in accordance with any instructions of the Territory set out in the notice.
- d. Prior to issuing a notice pursuant to clause 13(c) the Territory will give the Recipient a reasonable opportunity to respond to any concerns that the Territory may have regarding the expenditure of the Grant.
- e. Any amount payable to the Territory pursuant to this clause 13 must be paid within ten (10) Business Days of a request, direction or demand from the Territory to pay it.
- f. A failure to comply with clause 13(e) will:
 - i. result in interest accruing on the outstanding amount of the Grant at the Interest Rate from the last date for payment required by the request, direction or demand referred to in clause 13(e) and which will be payable in addition to the principal amount. Interest will accrue on outstanding monies until full payment of the principal and interest is received; and
 - ii. entitle the Territory to take action pursuant to clause 16.
- g. Any amount owed to the Territory under the Agreement (including any interest) will, without prejudice to any other rights available to the Territory under the Agreement or at law or in equity, be recoverable by the Territory as a debt due to the Territory by the Recipient without further proof of the debt being necessary.

14. RELEASE AND INDEMNITY

- a. The Recipient releases to the full extent permitted by law, the Territory and its officers, employees, agents, subcontractors, visitors and invitees (in this clause referred to as "those released") from all responsibility or liability for loss of or damage to any property, or injury or death to any person, or any other loss or damage whatsoever, arising out of any involvement of those released pursuant to the Agreement.
- b. The Recipient must at all times indemnify and hold harmless the Territory, its officers, employees and agents (in this clause referred to as 'Those Indemnified') from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability, reasonably incurred or suffered by any of Those Indemnified arising from any claim, suit, demand, action or proceeding by any person against any of those

indemnified where such loss or liability was caused by a wilful, unlawful or negligent act or omission of the Recipient, its employees, agents or subcontractors in connection with the Agreement.

- i. The Recipient's liability to indemnify the Territory under this clause is reduced proportionally to the extent that any act or omission of the Territory or its employees or agents contributed to the loss or liability.
- ii. The indemnity referred to above survives the expiration or termination of the Agreement.

15. DISPUTES

- a. A party to the Agreement who wishes to claim that a dispute has arisen must give written notice to the other party setting out details of the dispute.
- b. Within ten Business Days of the provision of the written notice of a dispute under the Agreement, the parties or the parties' representatives must meet to take whatever actions or investigations as each deems appropriate, in order to seek to resolve the dispute.
- c. If the dispute is not resolved within ten Business Days (or within such further period as the parties or the parties' representatives may agree as appropriate) following the meeting of the parties or the parties' representatives in accordance with clause 15(b), then the matter for dispute must be referred to the Chief Executive Officers (or equivalent) of the parties for dispute resolution.
- d. Upon referral of the dispute to the Chief Executive Officers, the respective Chief Executive Officers must meet to seek to resolve the dispute, or agree upon a process for resolving the whole or part of the dispute through means other than litigation or arbitration, such as further negotiations, mediation, conciliation, or independent expert determination.

16. TERMINATION

- a. If:
 - iii. the Recipient is in breach of any of its obligations under the Agreement and does not remedy that breach after receiving ten Business Days' notice in writing from the Territory to do so; or
 - iv. the Recipient's performance of its obligations is declared unsatisfactory by the Territory in accordance with a review conducted under the Agreement and is not rectified after twenty Business Days' notice in writing from the Territory;
 - v. the Recipient (including any officer, Employee or member of the Recipient), in the reasonable opinion of the Territory, has engaged in improper conduct as that term is defined in Independent Commissioner Against Corruption Act 2017, is guilty of any misconduct, misbehaviour, incompetence, carelessness or gross inefficiency in the discharge of its duties under the Agreement, or is convicted of any criminal offence, other than an offence which in the opinion of the Territory does not affect the Agreement or the Purpose, or the Territory reasonably suspects this has occurred or may occur;
 - vi. the Territory may terminate the Agreement by giving written notice to the Recipient of the termination which is effective immediately.
- b. The Territory will not exercise its right under clause 16(a) without:
 - i. first notifying and consulting the Recipient; and
 - ii. providing the Recipient with the opportunity to remedy the default in a manner acceptable to the Territory.
- c. The Territory may terminate the Agreement at any time for any reason by giving the Recipient twenty Business Days' notice in writing.
- d. Upon the Agreement being terminated by the Territory, the Recipient must:

- i. return any uncommitted Grant to the Territory;
- ii. immediately repay to the Territory any amount of the Grant that has been expended in breach of the Agreement; and
- iii. provide a final report in relation to the Grant up to the date of termination within ten Business Days of the date the Agreement terminates,

failing which the Grant referred to in clauses 16(d)(i) and 16(d)(ii) of this clause are a debt due and owing to the Territory.

- e. Clause 16(d) does not limit or exclude the rights of the Territory to recover any other amounts from the Recipient on termination of the Agreement.

17. NOTICES

a. Form and Service of Notices

Any notice, approval, consent, demand or other communication required or permitted to be given under the Agreement must be in writing and given in one of the following ways:

- i. by hand delivering to the contact person set out in the Details of the Agreement (Contact Person);
- ii. by sending a letter through registered mail to the relevant address for service; or
- iii. by sending a fax to the relevant fax number,

specified in the details of the parties appearing at the start of the Agreement, or such other contact person, address or electronic mail address as may be advised by a party in writing from time to time.

b. Receipt of Notices

A notice given under clause 17(a) is deemed to be given, in the case of:

- i. hand delivery, immediately on delivery;
- ii. registered mail, on the third Business Day after posting; and
- iii. facsimile, on receipt of a complete and correct transmission report by the sender,

but if such delivery or receipt is later than 4.00pm (addressee's time) on a Business Day, it is deemed to be received at 9.00am on the next Business Day in the place of receipt.

18. GOODS AND SERVICES TAX

- a. Any term used in this clause that is referred to in *A New Tax System (Goods and Services Tax) Act 1999* will have the meaning which it has in that Act.
- b. The Funding provided under the Agreement is inclusive of GST, with GST calculated using the GST Rate at the Date of the Agreement, and therefore the Territory will not be liable to pay the Recipient any additional amounts, over and above the Funding, for any GST incurred by the Recipient when the Recipient receives the Funding.
- c. Where the GST Rate is changed after the Date of the Agreement, the consideration under the Agreement will be increased or decreased so that the consideration remains inclusive of GST, with GST calculated using the new GST Rate from the date of the change of the GST Rate.
- d. If the Recipient ceases to be registered for GST, the Recipient must immediately notify the Territory in writing of that fact, and must repay to the Territory within ten (10) Business Days an amount equal to 1/11 of the Funding, less the actual GST incurred by the Recipient.
- e. Tax Invoices will be issued in accordance with the process set out in the Agreement.

19. GENERAL

a. No Merger

Notwithstanding the termination or sooner expiry of the Agreement, all provisions of the Agreement which are capable of taking effect after termination or sooner expiry will continue to remain in full force and effect.

b. Governing Law

The Agreement is governed by and construed in accordance with the laws of the Northern Territory of Australia and the Courts of the Northern Territory at Darwin have jurisdiction to entertain any action in respect of, or arising out of, the Agreement.

c. No Assignment

The Recipient must not assign, transfer or otherwise deal with the Agreement, or any of the Recipient's rights or obligations under the Agreement, unless the Recipient has been given prior written approval to do so from the Territory.

d. Entire Agreement

The Agreement constitutes the entire agreement between the parties, and overrules any previous agreement or understandings between the parties in relation to the Services.

e. No Employment, Partnership Or Agency

- i. Nothing in the Agreement or its performance gives rise to any relationship of employment, partnership or agency between the parties, and it is the express intention of the parties that any such relationships are denied.
- ii. The Recipient acknowledges that any agreement entered into between the Recipient and a third party in relation to the Agreement or the Services, constitutes a private contractual arrangement between the Recipient and that third party, and the Territory will not be deemed to be a party to any such agreements, understandings and arrangements, and the Territory will not be responsible for any monies owed by either party to such agreement.

f. Amendments

The Agreement cannot be amended or added to unless the amendment or addition is in writing and signed by all of the parties.

g. Severance

If a court determines that a word, phrase, sentence, paragraph or provision in this arrangement is unenforceable, illegal or void then it will be severed and the other provisions of this arrangement will remain operative.

h. Waiver and Time

- i. The Agreement and the rights and obligations set out in the Agreement will not be abrogated, prejudiced or affected by the granting of time, credit or any indulgence or concession by one party to another party or to any other person whomsoever or by any compounding, compromise, release, abandonment, waiver, variation, relinquishment or renewal of any rights of a party or by any omission or neglect or any other dealing, matter or thing which, but for this clause could or might operate to abrogate, prejudice or affect the rights of a party or obligations of a party.
- ii. Waiver of any provision of or right under the Agreement must be in writing signed by the party entitled to the benefit of that provision or right and is effective only to the extent set out in any written waiver.
- iii. Time is of the essence for all obligations under the Agreement.

i. Counterparts

The Agreement may be signed in any number of counterparts and all such counterparts when taken together constitute one instrument.

j. Further Acts

Each party will promptly do and perform all acts and execute and deliver all documents (in a form and context reasonably satisfactory to that party) required by law or reasonably requested by the other party to give effect to the Agreement.