

Regional Business Gateways Program

Program guidelines

Round 1



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We collect, use, disclose and store personal information about individuals for a range of purposes to enable us to administer and deliver the Regional Business Gateways Program. The way we manage personal information is explained in our privacy policy: [Privacy policy | Department of Customer Services, Open Data and Small and Family Business | Queensland Government](#).

When we collect personal information, we are required to give you notice of certain matters under QPP 5. These are set out below.

| Department of Customer Services, Open Data and Small and Family Business Regional Business Gateways Program – QPP 5 Notice | |
|--|--|
| Who is collecting your personal information? | Your personal information is being collected by the Department of Customer Services, Open Data and Small and Family Business Manager, Right to Information and Privacy Business Area: Legal Services Division: Corporate Services Telephone: (07) 3008 2903 Email: CDSBRTIandPrivacy@cdsb.qld.gov.au |
| Who is your personal information collected from/how is your personal information collected? | We collect your personal information from SmartyGrants and through direct correspondence with you. This is done in accordance with the SmartyGrants Community Privacy Policy . |
| Authority for collection | We collect your personal information under or in accordance with the <i>Information Privacy Act 2009</i> (Qld) and its QPPs. |
| Why are we collecting your personal information? | We collect your personal information for the primary purpose of assessing your grant application, including assessing your Expression of Interest, Application and additional supporting documentation, if any. |
| What would happen if we do not collect your personal information? | If we do not collect your personal information, we will be unable to assess your grant application. |
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Department of Customer Services, Open Data and Small and Family Business Regional Business Gateways Program – QPP 5 Notice

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| | <p>We may also disclose your personal information to any person to whom we are authorised or required to disclose under Australian law.</p> |
| <p>Access to and correction of your personal information</p> | <p>Our privacy policy contains information about how you may access and seek correction of personal information about you that is held by us: <u>Privacy policy Department of Customer Services, Open Data and Small and Family Business Queensland Government.</u></p> |
| <p>Privacy complaint</p> | <p>Our privacy policy explains how you may complain to us about a breach by us of the QPPs, and how we deal with privacy complaints: <u>Privacy policy Department of Customer Services, Open Data and Small and Family Business Queensland Government.</u></p> |
| <p>Overseas disclosure of your personal information</p> | <p>We will only disclose your personal information overseas with your agreement, unless the disclosure is authorised or required by law, or otherwise permitted under the <i>Information Privacy Act 2009</i> (Qld).</p> <p>We would generally disclose personal information overseas only when necessary to fulfil our functions and provide our services. However, when you submit your application via the SmartyGrants portal, SmartyGrants and their partners may collect and hold your personal information overseas.</p> |

1. Introduction

The Regional Business Gateways Program (the **Program**) is a targeted Queensland Government initiative designed to strengthen support for small and family businesses located in areas across Queensland, outside of Brisbane (**Regional Queensland**).

The Program enables local councils, chambers of commerce, industry and trade organisations, and not-for-profit groups to establish Regional Business Gateways—delivering locally tailored services and place-based initiatives that respond to the unique needs of their small and family business communities.

By addressing gaps in the regional business support ecosystem, the Program will enhance business capability, resilience and long-term sustainability. It will improve access to practical knowledge, tools, opportunities and networks, helping small and family businesses to sustain, grow and adapt.

Round 1 offers grants ranging from \$250,000 to \$600,000 to Eligible Applicants for collaborative, community-led and locally designed Projects that respond to region-specific challenges and opportunities across Regional Queensland.

1.1 Key Information

| | | | |
|----------------------------|--|---|---|
| Round budget | \$4 million | | |
| Program type | Application based (eligibility) | | |
| Application process | Two stage online applications through the SmartyGrants portal <ul style="list-style-type: none"> • Stage 1: Expression of Interest (EOI) Applicants are required to submit an initial EOI outlining their proposed Project, which will be reviewed and assessed against the EOI eligibility criteria and a completed Authorised Representative Certification. • Stage 2: Invitation only Application Applicants who are successful at Stage 1 will be invited to submit an application, providing more detailed information and supporting evidence to demonstrate Project feasibility, impact, and alignment with Program objectives. Detailed requirements for each stage are set out in section 4 | | |
| Eligible Applicants | Fulfil the criteria in section 3.1 | | |
| Eligible Projects | Eligible Projects must align with one or more of the following streams (see section 3.4): | | |
| | Business Connectors Projects that strengthen local supply chains and business to business collaboration. | Business Accelerators Projects that support under-represented, early-stage, and micro-businesses. | Business Enablers Projects that build resilience and operational efficiency in sectors facing long-term challenges, to sustain growth and regional development. |
| Eligible Activities | Activities that progress the Project and comply with section 3.3. See section 3.5 for examples | | |
| Available Funding | Minimum \$250,000, up to \$600,000 (excluding GST) per grant | | |

| | |
|---------------------------------|--|
| Co-contribution | Co-contribution is not required but is encouraged* *Proposals that leverage existing assets, partnerships, cash or in-kind contributions to maximise impact are encouraged. |
| Funding Schedule | The Funding Schedule will be structured as follows: <ul style="list-style-type: none"> • 30% of Funding upon execution of the Funding Agreement • 50% of Funding in total upon completion of the agreed milestones (which may include the provision of reports on the meeting of the milestones and progress reports) as specified in the Funding Agreement; and • 20% of Funding upon the Acquittal Date |
| Administering Agency | Department of Customer Services, Open Data and Small and Family Business (CDSB) |
| Launch Date | 22 May 2026 |
| EOI Opening Date | 22 May 2026 (Stage 1 – EOI) |
| EOI Closing Date | 5pm, 17 July 2026 (Stage 1 – EOI) |
| EOI Outcome Notification | From July 2026 (Stage 1 – EOI) |
| Application Opening Date | Est. 07 August 2026 |
| Application Closing Date | Est. 25 September 2026 |
| Project Start Date | The date on which CDSB executes and uploads a countersigned Funding Agreement to SmartyGrants, or as otherwise agreed in the Funding Agreement. |
| Project Completion Date | Not later than 24 months after the Project Start Date, or by 31 March 2029, whichever occurs first. |
| Acquittal Date | Within 90 days of the Project completion. |
| Enquiries | Email: regionalbusinessgateways@desbt.qld.gov.au Website: www.business.qld.gov.au |

The key information table and the Program Terms and Conditions form part of these Guidelines, and capitalised terms used in the table and Program Terms and Conditions are defined terms for the purposes of these Guidelines.

2. Program overview

2.1 Program description

- An overview of the Program structure and application process is set out in the key information table.
- The Program is subject to the Program Terms and Conditions in Appendix A.

2.2 Program objectives

The objectives of the Program are to:

- (a) Build the capability of small and family businesses in Regional Queensland.
- (b) Support small and family businesses to capitalise on emerging opportunities and navigate economic challenges.
- (c) Promote long-term sustainability through improved access to resources and networks.
- (d) Address identified gaps in the regional business support ecosystem.

The Program will achieve these objectives by supporting Eligible Applicants to establish Regional Business Gateways. These Business Gateways will be locally designed and delivered, connecting businesses with knowledge, tools, expert support, networks and capability-building services tailored to regional needs.

3. Eligibility criteria

3.1 Applicant eligibility

- (a) To be an Eligible Applicant for this Program, an organisation must be one of the following:
 - ✓ a local council;
 - ✓ a chamber of commerce, industry, or trade organisation;
 - ✓ a not-for-profit business networking or enabling organisation; or
 - ✓ a Consortium led by an Eligible Applicant listed above, acting as the Lead Organisation.

Collaborative proposals are strongly encouraged. All partner organisations involved in a Consortium, and any subcontracting arrangements, must be clearly identified and described in the EOI and Application in accordance with the Program Terms and Conditions.

- (b) Additionally, the Applicant must also:
 - ✓ be currently operating, and have an active ABN;
 - ✓ have a minimum trading history of 1 year;
 - ✓ be registered for GST;
 - ✓ **not** be insolvent or subject to insolvency proceedings;
 - ✓ hold, or be able to obtain prior to the Project Start Date, public liability insurance of not less than \$10 million;
 - ✓ have appropriate governance and financial systems in place to manage the Project;
 - ✓ comply with all relevant legal obligations; and
 - ✓ have a registered Regional Queensland location.

Where the Application is submitted by a Lead Organisation on behalf of a Consortium, the Lead Organisation must meet all eligibility requirements, including having a registered business location in Regional Queensland. Consortium members other than the Lead Organisation are not required to have a registered business address in Regional Queensland, provided they have a demonstrable presence in, or deliver services to, Regional Queensland and the arrangement is justified based on specialist capability or expertise.

3.2 Application eligibility

To be eligible for Funding, EOIs and Applications must:

- (a) be submitted by an Eligible Applicant;
- (b) be submitted before the EOI Closing Date and Application Closing Date, as applicable; and
- (c) be submitted by an authorised representative of the organisation (**Authorised Representative**). An Authorised Representative:
 - includes owners, directors, trustees, public officers, office bearers or senior employees (manager or higher) of the Applicant or Lead Organisation, as applicable;
 - must be located in Australia; and
 - cannot be a third party, nor can the Application be submitted on an organisation's behalf by a third party. Third parties include business and financial advisors, e.g. accountants, or suppliers, and
- (d) Applications must satisfy CDSB that they:
 - align with the objectives of the Program (section 2.2);
 - demonstrate that the Project can be delivered within the timeframes set out in the key information table;
 - are for Eligible Activities (section 3.5); and
 - meet all other eligibility requirements specified in this section 3.

3.3 Project location requirements

All Project activities must:

- (a) be delivered within Regional Queensland;
- (b) be directly targeted to benefit small and family businesses operating in Regional Queensland; and
- (c) demonstrate a clear connection between the Project activities and the needs of local businesses.

3.4 Eligible Projects

Applicants are to use Funding towards Projects that:

- (a) align to one or more of the following guiding streams:
 - **Business Connectors:** Projects that strengthen local supply chains and business to business collaboration.
 - **Business Accelerators:** Projects that support under-represented, early-stage, and micro-businesses.
 - **Business Enablers:** Projects that build resilience and operational efficiency in sectors facing long-term challenges, to sustain growth and regional development.
- (b) are **new initiatives** or **expand existing activities**;
- (c) provide additionality by filling gaps in the current business support ecosystem in regional Queensland
- (d) do **not** duplicate existing activity.

Further information on the guiding stream including example projects and activities are outlined below:

| Business Connectors Projects that strengthen local supply chains and business to business collaboration. | Business Accelerators Projects that support under-represented, early-stage, and micro-businesses. | Business Enablers: Projects that build resilience and operational efficiency in sectors facing long-term challenges, to sustain growth and regional development |
|--|--|---|
| Example Projects under each stream are provided below to guide the Applicant; this is not an exhaustive list; this list is illustrative for guidance only and other variations of Projects will be eligible. | | |
| Example projects and activities: Developing partnerships that improve regional competitiveness, engaging business advisory services for knowledge sharing, hosting events that builds new market pathways. | Example projects and activities: Developing resources, platforms, working groups, or peer support programs that build capability and provide tailored ongoing support to target small business groups. | Example projects and activities: Setting up a pilot project to support a new technology or process with potential for broader adoption across sectors or regions. |
| <i>Local Procurement Pathways:</i> A chamber, council and industry association link small suppliers with larger regional buyers via “meet-the-buyer” events, procurement training and tender support. | <i>Women in Business Startup Program:</i> A council and not-for-profit collaboration support women-led micro-businesses through mentoring, digital training and peer networks. | <i>Retail Digital Transformation Program:</i> A chamber of commerce and local council deliver a Regional Business Gateway initiative that supports retailers to adopt e-commerce, strengthen digital marketing and improve online sales capability. |
| <i>Food Industry Collaboration Hub:</i> A council and regional industry association help food producers collaborate on logistics, joint marketing and export readiness. | <i>Youth Entrepreneurship Accelerator:</i> A trade organisation and council deliver startup bootcamps, mentoring and access to funding channels for young entrepreneurs. | <i>Manufacturing Efficiency Initiative:</i> A manufacturing industry association and local council deliver a Project to help small manufacturers adopt advanced technologies, improve productivity and strengthen operational efficiency. |

3.5 Eligible Activities

Examples of Eligible Activities may include, but are not limited to:

- **Business advisory services:** tailored coaching, mentoring and specialist advice
- **Events and workshops:** capability-building sessions, peer learning and networking opportunities
- **Development of resources and materials:** toolkits, guides, templates, digital content and learning modules
- **Development of platforms and collaborative brands:** shared portals, regional directories, collective marketing or branding initiatives
- **Creation of communities of practice:** ongoing practitioner networks, sector-specific working groups, and peer-support models
- **Digital solutions and technology enablement:** online business hubs, apps, software tools, or virtual marketplaces that improve access to information and networks
- **Access and inclusion initiatives:** programs that support culturally and linguistically diverse businesses, or businesses led by women, youth, or other under-represented groups
- **Pilot projects and innovation trials:** testing new business models, service delivery approaches, or partnership frameworks in a regional context

3.6 Eligible and Ineligible Project Costs

- (a) Applicants will be responsible for all Project costs that are not Eligible Project Costs (defined below) and any Eligible Activity costs over and above the Applicant's approved Funding amount as set out in a Funding Agreement (**Ineligible Project Costs**).
- (b) **Eligible Project Costs** means costs directly related to the delivery of the Project; these may include:
- ✓ **Project-bound contracted staff and external expertise:** remuneration for personnel and specialist consultants engaged specifically to deliver or support the Project's activities and outcomes
 - ✓ **Project management and delivery costs:** costs associated with planning, administering, coordinating, and implementing the Project. This may include scheduling, reporting, and operational oversight
 - ✓ **Marketing, engagement, and coordination activities:** expenses for promoting the Project to target audiences, stakeholder engagement activities, outreach campaigns, advertising and communication materials
 - ✓ **Venue hire, digital platforms and materials:** costs associated with securing physical or virtual spaces and any required tools, technology platforms, subscriptions, or educational materials necessary for Project delivery
 - ✓ **A proportional share of administrative overheads:** overhead expenses directly attributable to the Project (e.g. previously employed Project staff, capped at 20% of the total grant awarded and only where such costs are necessary to support Project delivery)
- (c) Ineligible Project Costs include:
- ✗ **Capital works, ongoing leasing, or major fit outs:** including construction, renovation, or extensive modifications to premises

- ✗ **Purchase of assets not essential to Project delivery:** items or equipment that are not directly required to achieve the Project outcomes
- ✗ **Backfilling of existing staff roles or business-as-usual operations:** Funding cannot be used to replace or subsidise staff performing routine duties
- ✗ **Activities already funded by the Government:** Projects that receive other government funding for the same purpose and activities are ineligible.
- ✗ **Projects that duplicate existing services without added value:** initiatives that replicate existing programs or services without introducing new benefits or outcomes
- ✗ **Promotional or one-off marketing campaigns:** activities focused solely on advertising or short-term promotion rather than sustained business support
- ✗ **Activities that do not demonstrate additionality:** Projects must generate clear, measurable outcomes that would not have occurred without Program support. Activities that simply **shift economic activity between regional areas** or duplicate existing services, without creating **new or incremental benefits**, are **not eligible** for Funding.

3.7 Goods and services tax (GST)

The provision of Funding is not considered a taxable supply and therefore GST is not applicable. All Eligible Project Costs associated with the Funding must be expressed as **GST exclusive**.

4. Detailed Application process

4.1 Stage 1 – Expression of Interest

Applicants will be asked to provide a short-form Application including:

- **Project overview:** a brief description of the Project.
- **Program need and alignment:** why the Project is needed and how it aligns with the Program's eligibility criteria and objectives.
- **Proposed activities:** the key activities that will be undertaken.
- **Indicative Project budget:** an outline of anticipated costs.
- **Project partners:** details of any partners involved in Project delivery.

4.2 Stage 2 - Invitation only Application

If an Applicant successfully progresses to Stage 2, they will be invited to submit an Invitation Only Application. This stage requires Applicants to provide additional information and supporting evidence to demonstrate the feasibility, impact and readiness of their proposed Project including:

- **Full Project plan:** a detailed description of Project objectives, activities, timelines, deliverables, and intended outcomes.
- **Financial forecast:** a detailed projection of expenditure, with spend itemised by cost, aligned to key activities and delivery timelines, and clearly demonstrating how the proposed Funding will be allocated across Project milestones.
- **Risk management plan:** identification of potential risks, mitigation strategies, and contingency measures to ensure Project success.

- **Governance arrangements:** information on organisational structure, decision-making processes, roles and responsibilities, and oversight mechanisms.
- **Evaluation plan:** proposed framework for monitoring, measuring, and reporting on Project outcomes, including key performance indicators.
- **Letters of support:** endorsements from Project partners, stakeholders, or community members demonstrating collaboration, commitment, and alignment with Program objectives.

4.3 Additional supporting documentation requirements

CDSB may request other additional information and documentation from the Applicant to determine whether the Applicant meets the eligibility requirements.

For Consortiums, this may include a satisfactory Consortium Agreement or Memorandum of Understanding, to be provided prior to any Funding Agreement, outlining roles, responsibilities, governance and decision-making arrangements, and risk management processes for Project delivery.

If the Applicant fails to provide the requested information and documentation within the period specified in the request by CDSB, the Application may be declined.

4.4 Assessment and approval process

The Funding assessment is a two-stage process:

- **Stage 1: EOI** eligibility screening stage;
- **Stage 2: Invitation only Application** stage for Applicants who are successful at the EOI stage.

4.4.1 EOI eligibility screening stage

- EOIs are assessed for compliance against the Applicant, Application and Project eligibility in these Guidelines and must have submitted a completed Authorised Representative Certification.
- EOI and Applicant eligibility is assessed by CDSB and recommendations made to the Delegated Financial Authority for successful Applicants to progress to the Invitation only Application stage.
- Applicants will be notified in writing of the outcome of the EOI stage. Only eligible EOIs will progress to the Invitation only Application stage.

4.4.2 Invitation only Application stage

- Applications are assessed against the three assessment criteria below.
- Individual panel scoring will be discussed and moderated at a panel meeting and recommendations made to the Delegated Financial Authority. The Delegated Financial Authority has discretion in all Funding decisions.
- All Applicants, including both successful and unsuccessful Applicants, will be notified of the outcome in writing following endorsement of Projects.

The assessment criteria against which each Application will be assessed are below:

Assessment criterion 1: Deliverability and capability (weighting 30%)

This criterion assesses the Applicant's capacity, readiness and suitability to successfully deliver the Project. Successful Applicants must demonstrate:

- (a) a credible and well-structured Project plan, including clearly defined Eligible Activities, milestones and timeframes;
- (b) organisational capability and demonstrated track record in delivering comparable initiatives, supported by qualified personnel, established partnerships, and relevant expertise; and
- (c) robust governance, risk management and delivery frameworks, outlining clear roles, responsibilities, accountability mechanisms, and mitigation strategies to ensure effective implementation of the Project.

Assessment criterion 2: Outcomes and additionality (weighting 40%)

This criterion assesses the extent to which the Project proposes to deliver meaningful outcomes for small and family businesses and provides added value beyond existing support. Successful Applicants must demonstrate:

- (a) clear and measurable benefits for small and family businesses, including impacts on capability, resilience, growth, and/or competitiveness;
- (b) evidence that the Project is contingent on Funding, demonstrating that Eligible Activities would be unlikely to proceed at the proposed scale, scope, or timeframe without financial support, such as Funding;
- (c) strong alignment with regional strengths, priority industries, and economic opportunities, supported by an understanding of local needs and context; and
- (d) complementarity with existing services and programs, ensuring the Project addresses identified gaps, avoids duplication and enhances the broader business support ecosystem.

Assessment criterion 3: Value for money (weighting 30%)

This criterion assesses the degree to which the proposal represents an efficient and effective use of public funds, particularly where government investment is critical to achieving the proposed outcomes and contributes to broader economic value. Successful Applicants must demonstrate:

- (a) appropriate and cost-effective use of Funding, ensuring expenditure is reasonable, transparent and aligned with intended outcomes;
- (b) administrative costs that are proportionate to the Project scope, with overheads kept below 20% of the Funding;
- (c) evidence of co-investment, including cash or in-kind contributions that enhance Project reach, impact and sustainability; and
- (d) potential for scalability, sustainability and wider economic benefit, demonstrating how the Project may be expanded, replicated, or deliver enduring regional impacts beyond the Funding period.

5. Funding Agreement and payment

5.1 Grant documentation

After assessments are complete, successful Applicants (**Grantees**) will receive:

- (a) Notification via a **Funding Award Letter**; and
- (b) the proposed **Funding Agreement** for review.

The terms of the Funding Agreement will include:

- the Funding Agreement Terms and Conditions; and

- the Funding Agreement Particulars including the Funding Schedule and any special conditions.

5.2 Agreement acceptance

Upon receiving the Funding Award Letter and the draft Funding Agreement, the Grantee should carefully read those documents and ensure that they are complete, correct and acceptable to the Grantee.

To accept the Funding Agreement, the Grantee must:

- (a) execute the Funding Agreement so that it is legally binding on the Grantee;
- (b) provide all the necessary details (including bank account details) required by the SmartyGrants portal;
- (c) upload to the SmartyGrants Portal:
 - a PDF of the signed Funding Agreement onto the SmartyGrants portal; and
 - any additional documents specified in the Funding Award Letter or otherwise requested by CDSB; and
- (d) submit all information and documents to CDSB via the SmartyGrants portal by no later than the date specified in the Funding Award Letter by clicking the 'Submit' button.

(collectively, the **Agreement Pre-Conditions**).

As set out in in the Funding Award Letter, the additional documents required by the Grantee in the Agreement Pre-Conditions include evidence that the Grantee's signatory is authorised to legally bind the Grantee by executing the Funding Agreement. CDSB may require the Grantee to provide additional documentation to ensure it is satisfied with the evidence demonstrating the Grantee's signatory is appropriately authorised.

The Funding Agreement is not legally binding until CDSB executes and uploads a countersigned Funding Agreement to SmartyGrants. If CDSB uploads the countersigned Funding Agreement to SmartyGrants, the Grantee will receive a notification in accordance with their SmartyGrants notification settings.

If the Grantee does not agree with the Funding Agreement, it should:

- not complete the Agreement Pre-Conditions above; and
- contact CDSB using the contact details in the Funding Award Letter to discuss any concerns and request any adjustments.

CDSB may then amend the Funding Agreement and re-issue it to the Grantee for consideration and final completion of the Agreement Pre-Conditions by no later than the date specified in the re-issued documents.

Either CDSB or the Grantee may terminate the discussions and withdraw from the grant process by notice to the other party at any time prior to completion of the Agreement Pre-Conditions.

CDSB encourages Grantees to seek independent professional advice prior to completing the Agreement Pre-Conditions.

5.3 Funding Schedule

The Funding Schedule provided as part of the Funding Agreement will consist of three (3) key phases as set out in the key information table.

Alternative Funding Schedules may be considered in exceptional circumstances where justified in the Application, discussed with a CDSB representative and agreed in the Funding Agreement.

Any Project cost overruns, ineligible expenditure, or expenses incurred outside the approved Project budget or Funding Agreement must be met by the Grantee Recipient and will not be funded by the Department.

5.4 How to access Funding

- (a) The mobilisation payment will be processed within 10 business days of execution of the Funding Agreement.
- (b) Milestone payments may be accessed once the milestones in the Funding Schedule have been achieved and are supported by satisfactory reporting information.
- (c) To claim a milestone and acquittal payment, the Grantee must submit a payment claim, in accordance with the Funding Agreement.

5.5 Funding conditions

The State has no obligation to provide Funding to a Grantee until the Agreement Pre-Conditions have been met. Applicants should not make any financial commitments until this process is complete.

6. Project administration

6.1 Monitoring and reporting

CDSB will monitor the progress of each Project in accordance with the Funding Agreement through:

- (a) progress reports submitted via the SmartyGrants portal quarterly. Grantees will be expected to report on:
 - progress against agreed milestones;
 - Project expenditure;
 - key changes to the Project or Grantee's organisation; and
 - any events relating to the Project that may represent an opportunity for the Minister or their representative to attend;
- (b) ad-hoc reports, which may be requested by CDSB at any time; and
- (c) quarterly meetings with the Project lead to discuss progress.

6.2 Project evaluation

As part of the reporting requirements in the Funding Agreement, Grantees must submit a comprehensive evaluation report by the Acquittal Date outlining the Project's delivery, outcomes, and overall performance.

6.3 Project variations and acquittal

- (a) Any changes to the Project, including size, scope, cost or dates, will require approval by CDSB and Grantee must complete and submit a change request online via the SmartyGrants portal.
- (b) To acquit a Project, an Authorised Representative, must submit the documents required by the Funding Agreement by the Acquittal Date via the SmartyGrants portal.

- (c) Grantees will be required to participate in a follow-up survey 12-18 months later.

7. Funding acknowledgement and communications

- (a) All Funding recipients that receive Funding from the Programs are required to acknowledge the Funding provided by the Queensland Government.
- (b) All Funding recipients are required to acknowledge the Queensland Government's funding support in all materials developed in relation to the project through the inclusion of an acknowledgement statement, and where appropriate, the Queensland Government Coat of Arms and other visual elements (where applicable). Guidance will be provided to successful grant recipients.
- (c) Materials may include, but are not limited to:
- Media releases and speeches
 - Website
 - Social media
 - Advertising
 - Newsletters

8. Complaints

- (a) If the Applicant believes CDSB's decision regarding an EOI and Application is incorrect they may, within 30 days of the decision being issued to the Applicant, request in writing in accordance with the process outlined on the Business Queensland website: (www.business.qld.gov.au/running-business/support-services/financial/grants/review). The Department will not review decisions made on public interest grounds or the outcome of any comparative assessment of an Application.
- (b) All questions about decisions on EOIs and Applications for the Program are to be lodged in writing to: regionalbusinessgateways@desbt.qld.gov.au

9. Enquiries and contact details

The contact information for the regional offices is:

Email: regionalbusinessgateways@desbt.qld.gov.au

Website: www.business.qld.gov.au

10. Disclaimer

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APPENDIX A: Program Terms and Conditions

1. Definitions

In these terms and conditions:

Agreement Pre-Conditions means the conditions specified in section 5.2 of the Guidelines;

Applicant means the legal entity applying for Funding. Where two or more entities make an Application collaboratively, both entities are Applicants and one organisation must be solely responsible for corresponding with the Department (referred to as the **Lead Organisation**);

Application means the formal or official application submitted by the Applicant, including any supporting documentation as provided by the Applicant, required by the Guidelines for the Program, or otherwise requested by the Department;

Confidential Information means all information, trade secrets and knowledge of or disclosed by a party (**Discloser**) to another party (**Receiver**) that: (a) is by its nature confidential; (b) is designated or marked by the Discloser as confidential; or (c) the Receiver knows or ought to know is confidential; but does not include information that: (d) is or becomes public knowledge other than by breach of these terms and conditions or any other confidentiality obligation; or (e) is independently developed by a party while having no knowledge of or access to the other party's Confidential Information;

Consortium means project partners that agree to collaborate and deliver a Project. One member of the Consortium will lead the Project and will submit an Application, if successful be responsible for managing all participant contributions (financial and otherwise) and the Project's delivery.

Department means the State of Queensland acting through the Queensland Department of Customer Services, Open Data and Small and Family Business;

Funding means the financial assistance offered under the Program;

Funding Agreement means the agreement provided to and entered into by successful Applicants in accordance with clause 5;

Funding Schedule means the schedule forming part of the Funding Agreement setting out payments, payment conditions and milestones;

Guidelines means the Regional Business Gateway guidelines including these terms and conditions;

Personnel means, in respect of a party, its officers, employees and agents;

Project means the project or activity described in the EOI and/or Application for which the Applicant seeks Funding; and

Authorised Representative has the meaning given in section 3.2(c) of the Guidelines.

2. Interpretation

In these terms and conditions, unless stated otherwise or a contrary intention appears:

- a. capitalised terms not defined in these terms and conditions have the meaning provided for in the Guidelines;
- b. the words 'include', 'including', 'for example', 'such as' or any form of those words or similar expressions in these terms and conditions do not limit what else is included, unless there is express wording to the contrary; and

- c. these terms and conditions are subject to the Funding Agreement.

3. Expression of Interest (EOI) and Application

- a. An Applicant must only lodge:
 - i. one EOI per Project and lodgement must be in accordance with the Guidelines;
 - ii. an Application for a Project once the Applicant receives notification from the Department that the EOI for that Project was successful;
 - iii. one Application per EOI that the Department has notified the Applicant or Lead Organisation is successful; and
 - iv. a maximum of two Applications per round of Funding.

The Department will assess the EOI and Application in accordance with the Guidelines. The Department will only consider completed EOIs and Applications. The Department may request additional information and documentation from the Applicant to assist in the decision-making process. The Applicant must provide any requested information within the period specified by the Department in the request.

If the Applicant does not provide the information requested by the Department pursuant to clause 30 or the EOI or Application is incomplete, the Department may decline the EOI or Application.

4. Assessment

- a. To receive Funding under the Program, the Applicant must meet the eligibility criteria specified in the Guidelines and be determined by the Department to be successful in and proceed from an EOI to an Application and then from an Application to Funding.
- b. The Department will provide written notice to Applicants of the outcome of their EOI and Application.
- c. The Department may decline an EOI or Application if the Department is of the view that:
 - i. it has not been submitted by an Authorised Representative;
 - ii. the Applicant or the Application does not meet the eligibility criteria;
 - iii. the Applicant has not complied with any applicable laws (including statutes, regulations, by-laws, ordinances, subordinate legislation and the common law) (**Laws**); or
 - iv. accepting the EOI or Application is not in the public interest.
- d. An Applicant may request a review of a decision regarding an EOI and Application. Any request for review must be made in writing within 30 days of the decision being issued to the Applicant and in accordance with the process outlined on the Business Queensland website: (www.business.qld.gov.au/running-business/support-services/financial/grants/review). The Department will not review decisions made on public interest grounds or the outcome of any comparative assessment of an Application.

5. Approval

- a. If the Department approves an Application for Funding, the Department will send the Applicant a:
 - i. Funding Award Letter; and
 - ii. Funding Agreement The Funding Agreement does not bind either party until:

- i. the Applicant completes the Agreement Pre-Conditions on or before the relevant date; and
- ii. CDSB has countersigned and uploaded the Funding Agreement to SmartyGrants.

The Applicant may withdraw its Application at any time prior to entering into a Funding Agreement by written notice to the Department and otherwise, any withdrawal or termination must be in accordance with the Funding Agreement.

6. Privacy and Confidentiality

- a. The Applicant must not disclose Confidential Information or personal information (as defined in the *Information Privacy Act 2009*) belonging to the Department and the Department's personnel except where the Applicant has obtained the Department and if applicable the Department's personnel's prior written approval (which may be subject to conditions) or where required by Law.
- b. The intellectual property rights of each party (including copyright, rights in relation to inventions, registered and unregistered trade marks and designs, Confidential Information (including trade secrets and know how), and other rights resulting from the intellectual activity in the industrial, scientific, literary or artistic fields) remain vested in that party or the owner of those rights.
- c. The Applicant must ensure that it has all rights and consents necessary to use and disclose any Confidential Information, personal information and materials subject to intellectual property rights as required by the Applicant and the Department in connection with the Program.

7. Liability

- a. To the extent permitted by Law, no Applicant will have any claim of any kind whatsoever against the Department (whether in contract, tort (including negligence), equity, under statute or otherwise) arising from or in connection with these Guidelines, the Program, these terms and conditions, the Application and the EOI.

The Department makes no warranty or representation express or implied and does not assume any duty of care to the Applicants that the information in these Guidelines or supplied in connection with the Program (Information) is accurate, adequate, current, suitable or complete, or that the Information has been independently verified.

The Department accepts no responsibility whether arising from negligence or otherwise (except where it cannot lawfully be excluded) for any reliance placed upon the Information or interpretations placed on the Information by Applicants.

The Guidelines do not contain all the information that Applicants may require in reaching decisions in relation to whether to apply for the Program and Applicants should seek their own independent advice in relation to the Information and the Program.

8. No relationship

- a. The Department's obligations in the EOI and Application process are only those set out in the Guidelines.

No contractual or legal relationship exists between the Department and an Applicant in relation to the Program, the Guidelines or the EOI or Application process.

An Applicant, and its representatives:

- i. must not claim authority to bind the Department or act on its behalf;

- ii. must not present itself as an employee, agent, partner or joint venture of the Department; and
- iii. must not suggest the Department is involved in the Program or Project other than as a potential funder subject to the Guidelines.

9. General

- a. Despite any provision of the Guidelines to the contrary, the Department reserves the right to administer the Program and conduct the process for the assessment and approval of EOI and Applications in such manner as it thinks fit, in its absolute discretion.

By submitting an EOI or Application, the Applicant agrees to be bound by these terms and conditions.

These terms and conditions are governed by the Laws applicable in Queensland.

The Applicant must comply with all applicable Laws including, where applicable, the *Local Government Act 2009*.

If any part of these terms and conditions is determined to be invalid, unlawful or unenforceable, then, to the extent permitted by Law, that part will be severed and the remaining terms will continue to be valid and enforceable.

Clauses 1, 2, 6, 7, 8 and 9 will survive expiration or termination of these terms and conditions.