



Industry Growth Centres Initiative Programme Guidelines

21 April 2016

I, The Hon Christopher Maurice Pyne MP, Minister for Industry, Innovation and Science ('the *Minister*'), issue the following *Programme Guidelines* to the Department of Industry, Innovation and Science ('the *Department*').

Dated: 11 APR 2016

A handwritten signature in blue ink, appearing to read 'Chris Pyne', followed by a period.

Minister for Industry, Innovation and Science

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Industry Growth Centres Initiative

Purpose

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

Commencement

4. These *Programme Guidelines* commence on 21 April 2016.

Authority for Programme Guidelines

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

Interpretation

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

Part 1 – Programme Overview

Introduction

8. The *Programme* is a key component of the *Commonwealth Government's* Industry Innovation and Competitiveness Agenda, announced on 14 October 2014.
9. Expansion of the *Programme* to include cyber security was announced as part of the *Commonwealth Government's* National Innovation and Science Agenda on 7 December 2015. The establishment and operation

of the *Cyber Security Growth Centre* will proceed as per these *Guidelines*.

10. The *Programme* will be delivered through *Growth Centres*, established as not-for-profit companies limited by guarantee with a Board of respected industry leaders, in six sectors of competitive strength and strategic priority: (1) Food and Agribusiness; (2) Mining Equipment, Technology and Services; (3) Medical Technologies and Pharmaceuticals; (4) Advanced Manufacturing; (5) Oil, Gas and Energy Resources; and (6) Cyber Security. The *Department* is responsible for administering the *Programme*.
11. These *Guidelines* cover *Grant Funds* to be provided to the *Growth Centres* for the following purposes:
 - a) Funding of up to \$73.9 million over the forward estimates from 2015-16: Each *Growth Centre* will receive \$3.5 million per year for base activities and services, including establishment, salary and other operational costs and the delivery of activities and services by a *Growth Centre* to its sector (refer Clauses 18-26).
 - b) *Funding* of up to \$88 million over the forward estimates from 2015-16: up to \$8m per *Growth Centre* per year to undertake *Projects* under the *Project Fund* (refer Clauses 27 - 28 and Appendix B).
12. The *Programme* includes additional components which are not governed by these *Guidelines*:
 - a) A national Information Technology (IT) platform, the *Industry Growth Network (Network)*.
 - b) Additional Grants to fund the delivery of activities and services to support the work of the *Growth Centres* to address specific challenges identified across the six sectors.
 - c) *Commercialisation Funding* that supports the *Programme's* objective to improve the commercialisation of research (refer Clause 15(b)). It will be administered by the *Entrepreneurs' Programme* (under the *Accelerating Commercialisation Element* of that programme). The *Entrepreneurs' Programme Guidelines* provide further details about *Accelerating Commercialisation* and entities which are eligible to apply for *Commercialisation Funding*.

- d) Funding to support regulation reform activities to assist *Growth Centres* develop and implement *Sector Regulation Reform Agendas* and administration of the *Programme*.
13. Funding outlined in Clause 11(a) will be provided to *Growth Centres* for four years under *Industry Growth Centre Funding Agreements*, which will stipulate the terms and conditions of the specific *Growth Centre* arrangements, including for what each discrete component of *Grant Funds* (refer Clause 11) can be used. *Growth Centres* may access the *Project Fund* (refer Clause 11(b)) outside the four year period, assuming they meet the requirements set out in these *Guidelines*.

Programme Objectives

14. The overarching objective of the *Programme* is to improve the productivity and competitiveness of *sectors* of competitive strength and strategic priority in the Australian economy. It will take a national sector approach to structural reform and address barriers to productivity, competitiveness and innovative capacity at the sector level where economic growth can be maximised.
15. The *Programme* will achieve this objective through:
- a) Identifying regulations that are unnecessary or over-burdensome for the six *sectors* and impede their ability to grow, and suggesting possible reforms;
 - b) Improving engagement between research and industry, and within industry, to achieve stronger coordination and collaboration of research and stronger commercialisation outcomes in the six *sectors*;
 - c) Improving the capability of the key *sectors* to engage with international markets and access global supply chains; and
 - d) Improving the management and workforce skills of the six *sectors*.
16. The *Programme* will also facilitate connections between the six *sectors* and enabling capabilities and services, such as information and communications technology.

Programme Outcomes

17. To fulfil the *Programme* objectives (refer Clauses 14 - 16), the *Programme* will aim to achieve the following outcomes in the six *sectors*:

- a) A reduction in the cost of doing business through regulatory reform;
- b) Increased Research & Development coordination and collaboration leading to improved commercialisation outcomes;
- c) More businesses, including small and medium enterprises, integrated into domestic and global supply chains and markets leading to increased export income;
- d) Improved management and workforce skills of businesses; and
- e) Improved employment opportunities and contribution to the creation of high-skilled jobs.

Part 2 – Programme Activities

- 18. The activities of each *Growth Centre* will address the four broad themes of regulatory reform; industry-research collaboration and commercialisation; market access and global supply chains; and skills and workforce development, as articulated in the *Programme* objectives (refer Clauses 14 - 16).

Initial Activities

- 19. Each *Growth Centre* will be required to develop a series of key activities that it will initially undertake during its first year of operation. These initial activities are required to align with the *Programme* objectives (refer Clauses 14 - 16).
- 20. The initial activities will be identified during the facilitation process (refer Clauses 41 - 43) and *Industry Growth Centre Funding Agreement* negotiation (refer Clause 59) phases of *Growth Centre* establishment.
- 21. During these phases, the *Growth Centres* will provide an initial outline of what activities will be included in their *Sector Competitiveness Plans*. Once the *Growth Centres* develop *Sector Competitiveness Plans* (refer Clauses 22 - 26), all of their future activities will be based upon them.

Sector Competitiveness Plans

- 22. Each *Growth Centre* must develop and implement a *Sector Competitiveness Plan* which will identify issues applicable to that *sector* and priority actions required to enhance competitiveness. It will outline

the strategy for achieving the *Programme* objectives (refer Clauses 14 - 16) and *Programme* outcomes (refer Clause 17).

23. At a minimum, each *Growth Centre's Sector Competitiveness Plan* will include the following elements:
 - a) A description of the *sector's* expected future challenges and opportunities, particularly in relation to the four key themes of regulatory reform; industry-research collaboration and commercialisation; global supply chains and market access; and skills and workforce development, and an outline of actions to be undertaken to respond to these challenges and opportunities in order to accelerate the productivity, competitiveness and innovative capacity of the *sector*. This will include how the *Growth Centres* will take an active role in coordinating R&D and disseminating knowledge across the *sector*;
 - b) A *Sector Regulation Reform Agenda*, which considers *Commonwealth Government*, State and/or Territory Government, Local Government, international and intra-industry regulations, as appropriate to its *sector* and details recommendations for reform. Each *Growth Centre* will consult broadly across the *Commonwealth Government* (including the *Department*) and State and/or Territory Government in developing its *Sector Regulation Reform Agenda*; and
 - c) An analysis of *Industry Knowledge Priorities* which set out the industry research needs of, and commercialisation opportunities in its sector. The *Industry Knowledge Priorities* should be developed with reference to research being undertaken domestically and globally, and to the Government's National Science and Research Priorities and Practical Research Challenges endorsed by the Commonwealth Science Council. The *Industry Knowledge Priorities* will be disseminated to the research community to inform their future industry-led research.
24. Each *Growth Centre* must submit its *Sector Competitiveness Plan* to the *Department* within 12 months of the establishment of the *Growth Centre*.
25. The *Sector Competitiveness Plans* must be reviewed, updated and submitted to the *Department* on an annual basis. *Sector*

Competitiveness Plans will be reviewed and approved (if appropriate) by the *Programme Delegate*.

26. The *Department* will assess what aspects of the *Growth Centre's Sector Regulation Reform Agenda* relate to (if applicable) *Commonwealth Government* regulation and can be implemented. It will then provide recommendations to the *Commonwealth Government* for its consideration.

Project Fund Activities

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

Part 3 – Proposal and Selection Process

Selection of Sectors

29. The six sectors to be targeted by the *Programme* have been selected by the *Commonwealth Government*.

Selection and Role of Chairs

30. The *Minister* will select and announce a *Chair* for each of the *Growth Centre Boards*.
31. Before the *Growth Centres* are established as companies, the *Facilitator* (refer Clauses 35 - 38) will assist the selected *Chair* during an intensive engagement and facilitation process (refer Clauses 41 - 43) to bring together interested stakeholders within the sector. The result of this process will be the development of a *Growth Centre proposal* for submission by the *Chair* to the *Minister* (refer Clauses 44 - 54).
32. Once (and if) the *Minister* approves of the *Growth Centre proposal* (refer Clauses 51 - 54) and the *Growth Centres* are established as companies, the *Chair*, as announced by the *Minister*, will be confirmed as the *Chair* of the *Growth Centre Board*. The *Minister* will consider the following criteria when selecting the *Chair*:
 - a) Experience in the relevant sector;

- b) Credibility within the *sector* and the ability to attract other high profile members to the *Growth Centre Board*;
 - c) Board experience (such as chairmanship or directorship); and
 - d) An understanding of working with government and other stakeholders.
33. Before the *Growth Centre proposal* (refer Clauses 44 - 47) is submitted to the *Minister* for consideration, the role of the *Chair* may include, but is not limited to:
- a) Communicating the objectives of the *Programme* and the proposed ambitions of the *Growth Centre*;
 - b) Identifying, securing and consulting with all interested stakeholders in the development and ongoing delivery of the *Growth Centre*;
 - c) Working with the *Facilitator* and interested stakeholders to develop and refine the focus of the *Growth Centre*;
 - d) Identifying and proposing the *Founding Members* of the *Growth Centre*;
 - e) Identifying and proposing suitable candidates for the *Growth Centre Board*;
 - f) Developing a *Growth Centre proposal* for the *Minister's* consideration; and
 - g) Developing an initial outline of what activities will be included in the *Growth Centre's Sector Competitiveness Plan*.
34. After (and if) the *Minister* approves the *Growth Centre proposal*, the role of the *Chair* will be to provide ongoing leadership for the *Growth Centre* (which will be reflected in the *Growth Centre's* company constitution). This may include, but is not limited to:
- a) Assisting the *Growth Centre Board* in all of its activities; and
 - b) Fulfilling the roles and responsibilities of a member of the *Growth Centre Board*, as outlined at Clause 71.

Selection and Role of Facilitators

35. The *Department*, in consultation with the *Chairs*, will select and contract a *Facilitator* for each *sector*, who will work with the *Chair* to undertake an intensive engagement and facilitation process (refer Clauses 41 - 43)

within the *sector* to develop a *Growth Centre proposal* (refer Clauses 44 - 47).

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

Stakeholder Participation

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

Intensive Engagement and Facilitation Process

41. During the intensive engagement and facilitation process, the *Chair* and *Facilitator* will work with interested stakeholders within the *sector* to make arrangements for the *Growth Centre*, including which organisations will form the *Founding Members*, how the not-for-profit

company limited by guarantee will be established and who will be appointed to the *Growth Centre Board*.

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

Growth Centre Proposal

44. Proposed arrangements for each *Growth Centre* will be outlined in a *Growth Centre proposal* submitted by the *Chair*.
45. The *Growth Centre proposal* will outline how the *Growth Centre* will meet the *Programme* objectives (refer Clause 14 -16) and *Programme outcomes* (refer Clause 17). The *Growth Centre proposal* is expected to:
 - a) Outline the suggested activities for the proposed *Growth Centre*. This should include a series of key activities that the *Growth Centre* proposes to initially undertake during its first year of operation, including the development of the *Sector Competitiveness Plan* (refer Clauses 22-26);

- b) Demonstrate that the proposed *Growth Centre* has the capacity to deliver on its objectives (refer Clause 46(a)). This should include an outline of the resources required to deliver the activities of the proposed *Growth Centre*;
- c) Outline how the *Growth Centre* will work towards self-sufficiency within four years;
- d) Outline key performance indicators (KPIs) that are proposed to be used to assess the performance and impact of the *Growth Centre*. The KPIs must align with the *Programme* objectives (refer Clauses 14 - 16) and *Programme* outcomes (refer Clause 17);
- e) Outline the proposed *Growth Centre*'s legal, governance and management arrangements, including the entity who will sign the *Industry Growth Centre Funding Agreement* on behalf of the *Growth Centre*; and
- f) Outline a proposed strategy for disseminating intellectual property created by the *Growth Centre* in order to lift the capability of the *sector*.

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

- a) How the strategy and objectives for the proposed *Growth Centre* will improve the competitiveness of the *sector* and address emerging issues and opportunities. These objectives must support the *Programme* objectives (refer Clauses 14 -16). This criterion will be weighted at 30 points;
- b) How the suggested activities for the proposed *Growth Centre* support the objectives for the proposed *Growth Centre* (refer Clause 46(a)) and *Programme* objectives (refer Clauses 14 - 16). This criterion will be weighted at 30 points; and
- c) The capacity of the proposed *Growth Centre* to deliver on its objectives (refer Clause 46(a)) and suggested activities (refer Clause 46(b)). This criterion will be weighted at 40 points and includes the following sub criteria:
 - i. The ability of the proposed *Growth Centre* to engage with, and create critical mass in, its *sector* and its plan to progress its proposed activities (refer Clause 46(b)) (weighted at 15 points);

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

Assessment of Growth Centre Proposal

48. The *Growth Centre proposal* submitted by the *Chair* (refer Clauses 44 - 47) will be assessed, on merit.
49. The *Department* will assess *Growth Centre proposals* against the criteria (using the weighting specified) outlined in Clause 46.
50. The *Growth Centres Advisory Committee* will also provide advice as to the merit of each *Growth Centre proposal*.

Decision

51. The *Minister* will make the decision regarding:
 - a) Which *Growth Centre proposals* will be approved; and
 - b) Any special conditions to apply to the offer of funding.
52. The *Minister's* decision will take into account:
 - a) The requirements of these *Programme Guidelines*;
 - b) The availability of *Grant Funds*; and
 - c) The advice of the *Growth Centres Advisory Committee*.
53. Once (and if) the *Minister* approves of the *Growth Centre proposal*, the *Chair* and relevant stakeholders that are part of an approved *Growth Centre proposal* will be sent a letter of offer setting out details of funding and any conditions that must be addressed before the offer can be accepted, or that will otherwise apply to the funding corresponding to that offer.
54. Should the *Minister* not approve of a *Growth Centre proposal* for a sector, he or she may use the process outlined at Clauses 43(b) - (d).

Appointment of Growth Centre Board

55. The *Growth Centre Board* will be nominated by the *Chair* and the proposed *Founding Members* for each *Growth Centre* at the time of submission of the *Growth Centre proposal*.
56. Each *Growth Centre Board* will be a board of members of a minimum of three and no more than five members (including the *Chair*), unless otherwise agreed by the *Minister*, with broad experiences and representation. At least one member must represent small and medium enterprises; multi-national corporations; and industrial research and development. It would be desirable that members have broad experience in or relating to the *Growth Centre's* sector, experience as a company director and/or financial experience.
57. Each *Growth Centre Board* will register their *Growth Centre* as a not-for-profit company limited by guarantee.
58. The *Department* will also nominate one of its employees to act as an observer (on its behalf) of each *Growth Centre Board*. This nominated employee will not be a member of the *Growth Centre Board*.

Part 4 – Funding

Industry Growth Centre Funding Agreement

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

Available Funding

60. The total amount of funding available under the *Programme* is limited by the *Programme* appropriation. There is no allowance for payment of one-off or ad hoc grants outside of the appropriation.
61. It is an expectation of the *Programme* that the *Growth Centres* will seek additional investment from *Founding Members* (refer Clause 72) and other *Growth Centre* participants to fund their activities. The *Growth Centres* may be able to apply for other *Commonwealth Government* or *State/Territory Government* funding, subject to the eligibility requirements of those funding programmes.

Use of Grant Funds

62. *Grant Funds* are primarily intended to be spent in Australia.
63. Where *Grant Funds* are to be spent overseas, such expenditure must be essential to carry out the *Programme* activities detailed in the *Industry Growth Centre Funding Agreement*.
64. *Grant Funds* must not be used:
 - a) By *Founding Members* and other *Growth Centre* participants to pay for staff undertaking work unrelated to the *Growth Centre*; or
 - b) To reimburse *Founding Members* and other *Growth Centre* participants for the costs associated with existing staff or other resources committed by them as cash or *in-kind* contributions under the *Industry Growth Centre Funding Agreement*.
65. *Grant Funds* may be used for purposes such as facilitation and coordination costs, salaries, services, lease of premises; and, equipment costs associated with undertaking activities of the *Programme*, where the use is approved by the *Minister* or the *Department* under the *Funding Agreement*. *Growth Centres* are expected to share back-office functions to maximise the funding available for undertaking activities under the

Programme. This may include, but is not limited to: accounting; human resource management; and/or legal services.

66. *Grant Funds* must not be used to purchase, or pay for the construction, renovation or extension of facilities such as buildings or laboratories, unless related to approved *Projects* under the *Project Fund*.
67. *Grant Funds* must not be used to fund activities already funded from other government sources including from State and Territory governments. However *Grant Funds* may complement and leverage funding arrangements from other government sources.

Part 5 – Programme Governance

Roles and Responsibilities

Minister

68. The *Minister* will:
 - a) Appoint a *Programme Delegate* for the *Programme* and delegate (as required) any of his or her roles or responsibilities to the *Programme Delegate*;
 - b) Select and announce the *Chair* of each *Growth Centre Board*;
 - c) Consider and (if they meet the criteria in Clause 46, as assessed by the *Department* and on advice of the *Growth Centres Advisory Committee*) approve *Growth Centre* proposals; and
 - d) Approve the terms of reference for review and/or evaluation of the *Programme*.

Growth Centres Advisory Committee

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

- d) Areas of competitive advantage, emerging industries and potential new *Growth Centres*;
 - e) Other matters relevant to the *Programme* as it considers appropriate; and
 - f) Other matters as requested by the *Minister*.
70. The *Growth Centres Advisory Committee* may also assist the *Programme Delegate* in his or her review and (if appropriate) approval of the *Annual Business Plans* submitted by the *Growth Centres* (refer to Clauses 75 - 78).

Growth Centre Boards

71. Each *Growth Centre Board* will:
- a) Create and oversee the operation of a not-for-profit company limited by guarantee, to constitute the *Growth Centre*;
 - b) Ensure that the *Growth Centre* is managed and governed in accordance with its Constitution;
 - c) Deliver expected *Programme* activities including the *Sector Competitiveness Plans* (refer Clauses 18 - 28) which are consistent with *Programme objectives and outcomes* (refer Clauses 8 - 17), and reporting (refer Clauses 75 - 83), as outlined in the *Growth Centre's Industry Growth Centre Funding Agreement*;
 - d) Ensure that *Funds* are expended in accordance with these *Programme Guidelines* and the *Industry Growth Centre Funding Agreement*;
 - e) Create national and international collaborative opportunities with the *Industry Growth Network* (refer Clause 12(a)) and other *Growth Centres*;
 - f) Represent and promote the *Growth Centre* and communicate the policy objectives and intended outcomes of the *Programme* nationally and internationally;
 - g) Encourage all interested stakeholders within the *sector* to participate in the *Growth Centre*;
 - h) Ensure adherence to the *Industry Growth Centre Funding Agreement*;

- i) Map potential synergies with other *Growth Centres* and promotion of cross-sector opportunities to enable more efficient use of *Growth Centre* resources; and
- j) Appoint and oversee the work of a *Growth Centre* CEO.

Founding Members

72. The *Founding Members* will:

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

Department

73. The *Department* will:

- a) Conduct, in consultation with *Chairs*, a merit-based selection process to appoint *Facilitators* for each *Growth Centre*;
- b) Assess *Growth Centre proposals* against the criteria (using the weighting specified) outlined in Clause 46;
- c) Provide policy and programme advice to the *Minister* on the *Programme*;
- d) Administer the *Programme* and carry out functions as authorised by the *Minister*;
- e) Support the development of, and facilitate *Commonwealth Government* consideration of, the *Sector Regulation Reform Agenda*, as part of the *Sector Competitiveness Plans* (refer Clauses 22 – 26), developed by the *Growth Centres*; and
- f) Monitor and oversee the implementation of regulation reforms agreed to (if agreed) by the *Commonwealth Government*.

Programme Delegate

74. The *Programme Delegate* will, unless otherwise directed by the *Minister*:

- a) Implement these *Programme Guidelines*, and update them as required;
- b) Make decisions and give directions to the *Department* in relation to the interpretation of these *Programme Guidelines* and other documents used in, or in relation to, the *Programme*;

- c) Enter into funding agreements for the *Industry Growth Centre Funding Agreement*, contracts with *Chairs* and *Facilitators*; and other contracts required for the operation of the *Programme*;
- d) Authorise payments of *Grant Funds* by the Commonwealth Government to *Growth Centres*;
- e) Assess and approve key *Growth Centre* activities (refer Clauses 18 - 28) and reporting (refer Clauses 75 - 83);
- f) Ensure *Programme* data is maintained in a form that is available for monitoring and evaluation of the *Programme*;
- g) Ensure overall efficient and effective administration of the *Programme*, including the management of regulatory and risk requirements and ensuring value for money (refer Appendix A) is achieved;
- h) Have regard to the objectives of the *Programme* when performing any function or making decisions in relation to the *Programme*; and
- i) Carry out other functions as authorised by the *Minister* (refer Clause 68(a)).

Part 6 – Monitoring and Evaluating Growth Centre Performance

Annual Business Plans

- 75. Each *Growth Centre* must develop an *Annual Business Plan* for every financial year (or partial financial year) of its operation during the funding period.
- 76. The *Annual Business Plan* will be an operational plan which sets out how the *Growth Centres* will address the *Programme* objectives (refer Clauses 14 - 16), the required (at a minimum) activities (refer Part 2) and performance criteria.
- 77. The *Annual Business Plan* will also outline the process to be undertaken by the *Growth Centre* for developing *Project(s)* to be funded using *Grant Funds*. The priority areas within the *sector* being targeted by the *Projects* supported by *Grant Funds* and the expected outcomes on the *sector* must be specified in the *Annual Business Plan*.

78. *Annual Business Plans* will be reviewed and approved (if appropriate) by the *Programme Delegate*. The *Department* may seek the advice of the *Growth Centres Advisory Committee*.

Quarterly Financial Reports

79. *Growth Centres* must provide a *Quarterly Financial Report* to the *Department*.
80. Payments to the *Growth Centres* will be scheduled quarterly and paid on the condition that a satisfactory *Quarterly Financial Report* is provided to the *Department*, as reviewed and approved (if appropriate) by the *Programme Delegate*.

Annual Reports

81. *Growth Centres* must provide a short and concise *Annual Report* to the *Department* within four months of the end of each financial year.
82. *Annual Reports* may include, but will not be limited to:
- a) Report on progress made against activities, milestones and targets outlined in the preceding year's *Annual Business Plan and the Sector Competitiveness Plan*, and particularly address:
 - i) Whether KPIs have been met;
 - ii) The progress the *Growth Centre* has made towards self-sufficiency (required at the end of four year funding period); and
 - iii) The outcomes of *Projects* undertaken under the *Growth Centres Project Fund* and any other relevant *Project* funding.
 - b) Report on the *Growth Centre's* financial data for that year;
 - c) An annual data set to facilitate an evaluation of the extent to which *Programme* objectives are being achieved;
 - d) Evidence to demonstrate expenditure of funding in accordance with the terms and conditions of the *Growth Centre's Industry Growth Centre Funding Agreement*; and
 - e) Information on the risks and impediments that the *Growth Centre* experienced during the reporting period that may have impacted on the achievement of its outputs or on its ability to achieve the

expected outcomes, and the strategies it has adopted to address these.

83. *Annual Reports* will be reviewed and approved (if appropriate) by the *Programme Delegate*. Each *Growth Centre's* ongoing funding will depend on the outcome of this review.

Underperformance

84. In the event that a *Growth Centre* is underperforming, the *Department* will use a staged process for managing that underperformance. Reasons for underperformance may include, but are not limited to:
- a) The *Growth Centre* undertakes activities that are inconsistent with these *Programme Guidelines*;
 - b) The *Growth Centre* spends *Grant Funds* in a way that is inconsistent with the requirements outlined in Clauses 62 – 67 of these *Programme Guidelines* or in a way that does not comply with the *Industry Growth Centre Funding Agreement*;
 - c) The *Growth Centre* continually fails to achieve milestones or deliverables agreed in the *Industry Growth Centre Funding Agreement*, without a valid reason or justification; or
 - d) The *Growth Centre* does not meet agreed key performance indicators (Clauses 45(d)), without a valid reason or justification.
85. In the early stages, the process will include consultation between the relevant *Growth Centre* and the *Department* to address issues of underperformance. This may be followed by the *Department* conducting a review of the *Growth Centre's* operations and activities and making recommendations for improvement.
86. Should performance not improve, funding for the *Growth Centre* may be modified, suspended or terminated. This process will be detailed in the *Industry Growth Centre Funding Agreement*.
87. In circumstances where the *Growth Centre* is terminated, the *Commonwealth Government* may (on advice from the *Department*, *Growth Centres Advisory Committee* and/or other independent experts) either:
- a) Consider the establishment of a new *Growth Centre* in that sector;
- or

- b) Consider other sectors which may benefit from the development of a *Growth Centre* and invite them to undertake the facilitation process, with the funding made available from the *Growth Centre* that has ceased.

Programme Evaluation

88. An evaluation of the *Programme* will occur during the fourth year of the *Programme*.
89. The terms of reference will be agreed by the *Minister* and the final report provided to the *Commonwealth Government* to inform its consideration of the ongoing nature of the *Programme*.
90. The evaluation process will occur in two parts. Firstly, each *Growth Centre* will be assessed individually. Secondly, the *Programme* will be assessed using the individual *Growth Centre* assessments undertaken in the first part of the evaluation process.
91. KPIs will measure the extent to which the *Programme* is achieving *Programme* objectives (refer Clauses 14 -16) and delivering the expected *Programme* outcomes (refer Clause 17).

Appendix A: Other Programme Administration Matters

Payments of Grant Funds by the Commonwealth

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

Value for Public Money

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

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

Conflict of Interest and Bias

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

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

6. The Department's procedures for managing disclosure of interests by its employees are in accordance with the requirements of the *APS Code of Conduct* (section 13 (7) of the *Public Service Act 1999*) and are published on the following website: www.industry.gov.au.

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

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

Feedback and Complaints

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

www.ombudsman.gov.au. *Applicants* should be aware that the Commonwealth Ombudsman cannot investigate the decisions of the *Minister*.

Programme Contact Details

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

Protection of Information

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

How the Department will use Personal Information you provide to us

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

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

How the Department will use other information you provide to us

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

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

Freedom of Information

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

Intellectual Property

26. A strategy to manage *Intellectual Property* in *Material* created as a result of *Growth Centre* activities will be agreed between the *Growth Centre* and the *Commonwealth Government* as part of negotiating the *Industry Growth Centre Funding Agreement*.
27. When developing an approach to *Intellectual Property* management, each *Growth Centre* must ensure that *Intellectual Property* in *Material* created as a result of *Growth Centre* activities is utilised in a manner that:

- a) Benefits the whole *sector* to improve productivity and competitiveness;
- b) Promotes the productivity and competitiveness of the *sectors*;
- c) Is consistent with the *Programme* objectives; and
- d) Is consistent with these *Programme Guidelines*.

Tax Obligations

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

Appendix B: Requirements of the Growth Centres Project Fund

Description

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

Ensuring *Project Funds* deliver value for money

4. *Projects* are a core activity of *Growth Centres*. *Grant Funds* for *Projects* are granted directly from the Commonwealth to *Growth Centres*. The merit based selection process for *Growth Centres* is outlined from Clauses 48 – 54.
5. The *Programme Delegate* will ensure *Projects* deliver value for money through the following process, which will be included in the *Growth Centres' Funding Agreements*:
 - a) *Growth Centres* will outline their process for developing *Projects* in their *Annual Business Plan*, explicitly linking the project development process to the key themes and objectives;
 - b) *Growth Centres* will receive their annual allocation of *Grant Funds*, including *Project Funds*, when the *Programme Delegate* approves respective *Annual Business Plans*;
 - c) *Growth Centres* will develop and undertake *Projects* according to these *Guidelines*;
 - d) *Growth Centres* will report on the outputs and outcomes of *Projects* in their *Annual Reports*; and
 - e) Should *Growth Centres* fail to meet the terms of their *Funding Agreements* as described in this Appendix and *Programme Guidelines*, the *Programme Delegate* may suspend or terminate agreements.

Purpose of Project Fund

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

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

Project Fund Details

11. The total amount of project funding available is limited by the *Project Fund* appropriation.
12. *Grant Funds* supporting *Projects* under the *Project Fund* appropriation will be distributed evenly among the *Growth Centres* on an annual basis, except where an individual *Growth Centre* has its own funding allocation.
13. *Project Funds* will be available from 1 July of each financial year but will be dependent upon the approval of the *Annual Business Plan* by the *Programme Delegate*. Separate arrangements will be made in the first year to incorporate this into an existing reporting milestone.
14. *Projects* can be funded for up to two years. No single *Project* will be allocated more than \$3 million from the *Project Fund* in a single financial year, unless agreed by the *Programme Delegate* in exceptional circumstances.
15. *Project Funds* can be used to undertake a new *Project* that builds on the outcomes of a previously completed *Project*. Where this occurs, *Growth Centres* will need to demonstrate how the new *Project* is different from the previous *Project* and how the new *Project*, standing alone, meets the requirements of the *Project Fund*.
16. The *Project Fund* is not intended to support small scale projects of low value (i.e. \$100,000). It is expected that projects of this scale would be funded by the *Growth Centres*, industry or through other sources, without the need for further support from the *Project Fund*.

17. These *Project Fund* details will be outlined in *Growth Centres' Funding Agreements*.

Co-contributions from Industry

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

Reporting

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

Appendix C: Glossary of Terms

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

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

	ongoing cost of the Growth Centre as well as delivery of activities and services delivered to the sector. Activities include funding of industry-led collaborative Projects .
Growth Centre(s)	Not-for-profit company limited by guarantee responsible for delivering the Programme .
Growth Centres Board(s)	The Board which is responsible for the establishment and ongoing operations of a Growth Centre .
Growth Centre proposal(s) or proposal(s)	The proposed arrangements of the Growth Centre set out in the provided application form for the Minister's consideration.
Growth Centres Advisory Committee	The Committee described at Clause 71 – 72 in the Programme Guidelines which provides independent advice to the Minister and Commonwealth Government on the Programme .
Industry Growth Centre Funding Agreement(s)	A legal binding document between the Commonwealth Government and a Recipient for the receipt of Grant Funds under the Programme .
Industry Growth Network (Network)	An internet-accessible resource that facilitates open access by Growth Centres to data and encourages information sharing and linking of businesses to potential suppliers, partners and customers.
Industry Knowledge Priorities	Developed as part of the Sector Competiveness Plans and reviewed annually by Growth Centres to communicate the priority research needs and commercialisation opportunities of their sector .
Intellectual Property or IP	Includes all copyright (including rights in relation to phonograms and broadcasts), all rights in relation to inventions (including patents), plant varieties, trade marks (including service marks), designs, circuit layouts, all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields and any right to have confidential information kept confidential, but does not include Moral Rights or rights of performers.
In-kind	The contributions a Growth Centre obtains that are not cash.
Material	Includes property, information, software, firmware, documented methodology or process, documentation or other material in whatever form, including any reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property .
Minister	The Minister for Industry, Innovation and Science; or the Australian Government Minister with portfolio responsibility for the Programme .
Programme	The Industry Growth Centres Initiative .
Programme Delegate	An employee of the Department , who has been empowered by the Minister or otherwise duly authorised person to administer the Programme .

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