

Jobs Plus Program terms and conditions

Your application

1. By submitting an application to the Crown in the Right of the State of New South Wales acting through Treasury (ABN 55 437 667 728) (Treasury) constitutes an acceptance by you of the Terms and you agree to be bound by the Terms.
2. Applications that are incomplete or do not comply with the instructions provided in the application form are invalid and may not be accepted by Treasury.
3. You agree to bear the costs of preparing and submitting your application without recourse to Treasury.
4. You confirm that all of the information provided as part of the application is true, correct and valid as at the date of your application.
5. You agree to indemnify Treasury against and in respect of all damages, losses, expenses and costs (including legal costs on an indemnity basis) which arise out of or relate to any incorrect or invalid information that you provide to Treasury through this application.
6. If you are found to have made false or misleading claims or statements, or to have obtained improper assistance in relation to your application, Treasury may exclude your application from the evaluation process. You should be aware that giving false or misleading information to Treasury is a serious offence under the *Criminal Code Act 1995 (Cth)*.
7. An application submitted electronically will be treated in accordance with the *Electronic Transactions Act 2000 (NSW)*.

Assessment and approval of your application

8. Treasury reserves the right to verify the information provided by you as part of your application and determine your eligibility for funding.
9. Submitting an application does not guarantee approval of funding. Approval of funding is at the sole discretion of the Treasury.
10. Nothing in this request for applications or your application will be construed as giving rise to any contractual obligations or rights, express or implied, by the issue of this request for

applications or the submission of an application by you (other than your agreement to these Terms).

11. If your application is successful, the information provided in this application will form part of a funding agreement to be separately agreed and signed with Treasury. Until a funding agreement is agreed and signed you are not eligible for any funding.

Funding Program

12. Treasury reserves the right to alter, amend, suspend, cancel or withdraw the funding program for any reason and in any circumstances in its sole and absolute discretion and without notice to you.
13. The NSW Government may choose to publicly announce funding for individual applications and the expected jobs created by the funding. It may also use information provided to create case studies
14. Requests for variations or changes to the project will only be considered in limited circumstances
15. Successful applicants will be required to pay back unspent funds or any funds not spent in accordance with the funding deed
16. Successful applicants will be required to participate in program evaluation after the project has commenced. The evaluation will require applicants to provide evidence of how projects have resulted in measurable benefits consistent with the Program's objectives, particularly on employment.
17. All recipients of NSW Government funding should acknowledge this financial support as per the Funding Acknowledgement Guidelines for Recipients of NSW Government Grants available at <https://www.nsw.gov.au/nsw-government-communications/branding>.
18. Payments will be GST inclusive. Grants are assessable income for taxation purposes, unless exempted by a taxation law. It is recommended applicants seek independent professional advice about taxation obligations or seek assistance from the Australian Taxation Office. The NSW Government does not provide advice on individual taxation circumstances.
19. NSW Treasury reserves the right to undertake an audit of grant funding within seven years. Tracking and reporting will be a requirement of the funding deed, which will include regular performance reporting.

Unsuccessful Applicants

20. Unsuccessful applicants will be notified in writing of the outcome of the application and will be offered a feedback information session. Applicants may request to re-submit their application if material changes to the project have been made.

Information

21. Subject to any applicable law, Treasury make no representation or warranty of any kind, express or implied, in relation to any information or material provided in the application form or funding guidelines.
22. The information and material provided by Treasury as part of the application form and funding guidelines is of a general nature only and is not legal or other professional advice or intended to be comprehensive. You are responsible for determining the validity, quality and relevance of any information or materials and to take appropriate independent advice before acting or relying on any of it to ensure that it meets your particular requirements.
23. Treasury does not accept responsibility for any loss or damage, howsoever caused (including through negligence or matters outside its control), which you may directly or indirectly suffer in connection with your use of or reliance on, information or materials contained in the application form or the funding guidelines.

Privacy and disclosure

24. Treasury collects the information in your application, which may include “personal information” for the purpose of the *Privacy and Personal Information Protection Act 1998 (NSW)*. Treasury collects this personal information for the purpose of considering and assessing your application. If your application is successful, your information will also be used to provide the funding to you, assist you in meeting your obligations and for reporting on the programs to which your funding relates.
25. Providing your personal information to Treasury is voluntary, however if you do not provide this information we will not be able to assess your application and you will not be considered for funding.
26. Treasury may also disclose your personal information to the following third parties:
 1. Our Community Pty Limited being the application portal provider to help administer the program;
 2. a probity advisor to assist with this program,
 3. an external industry body to help verify industry information and support applications;
 4. a credit assessment agency to help complete due diligence checks,

5. third party consultants to help assess and recommend applications, and
 6. other NSW government agencies (including the Department of Premier & Cabinet, Regional NSW and Service NSW) to help assess and administer the program, monitor activity, assist organisations whose applications are successful in meeting their obligations, and introduce unsuccessful applicants to other support programs that may be of assistance to them.
27. We may also be required to disclose information by law. For example, Treasury is subject to the *Government Information (Public Access) Act 2009* ("GIPA Act"), which means the information you provide may be required to be released in response to a request under the GIPA Act. We may also be required to disclose information to oversight and investigative bodies and to the NSW Parliament.
 28. Please refer to website <https://www.treasury.nsw.gov.au/privacy> for more information on Treasury's privacy policy and your rights to access or correct the information.
 29. By submitting this application form, you consent to Treasury collecting, using and disclosing information about you in the manner described above.
 30. You must comply with the *Privacy Act 1988 (Cth)* in relation to any personal information disclosed to you by Treasury in connection with this application or the funding program.
 31. All applications become the property of Treasury on submission. Treasury may make copies of the application for any purpose.