

## DUTIES FOR DEPARTMENTAL EMPLOYEES IN RELATION TO THE INCUBATOR SUPPORT ELEMENT OF THE ENTREPRENEURS' PROGRAMME

For the purpose of s 25 of the *Public Service Act 1999*, this document determines the duties of Department of Industry, Innovation and Science employees in relation to the Incubator Support element of the Entrepreneurs' Programme. This document does not limit an employee's other duties.

The duties set out in this document must be undertaken in compliance with:

- the *Public Governance, Performance and Accountability Act 2013*;
- the *Financial Framework (Supplementary Powers) Act 1997*;
- the Commonwealth Grants Rules and Guidelines;
- the grant opportunity guidelines for Incubator Support;
- delegations from the Accountable Authority; and
- relevant departmental policies and guidelines.

In determining these duties, I hereby revoke all previous determinations of duties and authorisations by the Programme Delegate in relation to the Incubator Support element of the Entrepreneurs' Programme.

Dated this 8<sup>th</sup> day of May 2019



Emma Greenwood

Acting Head of Division  
AusIndustry – Support for Business

## **General Manager, AusIndustry – Support for Business with responsibility for Incubator Support (SES Band 1) - Duties**

These are your general duties in relation to Incubator Support (the Program):

- G1. As Incubator Support Programme Delegate, make all necessary decisions and carry out all necessary functions in relation to the administration of Incubator Support, in accordance with the Incubator Support grant opportunity guidelines and applicable policies.
- G2. Oversee employees involved in the delivery of the Program for which the General Manager is responsible.
- G3. Consider escalated issues that fall within the duties of employees for which the General Manager is responsible.
- G4. Determine the materiality of any conflict of interest arising through a disclosure of interest by a Regional Incubator Facilitator.
- G5. Accept an application where the application is complete and in accordance with the approved form.
- G6. Request an applicant provide clarification or additional information in relation to a submitted application.
- G7. Reject an application where:
  - o It is incomplete
  - o It is not in accordance with the approved form
  - o The applicant has failed to provide additional information as requested or
  - o It does not meet the eligibility requirements in the Entrepreneurs' Programme grant opportunity guidelines.
- G8. Make decisions on requests for decommitting grant funds.
- G9. Undertake any incidental activities necessary to perform the duties set out in this duty statement.

These are your duties in relation to Incubator Support that involve the exercise of delegated discretionary statutory powers under the *Financial Framework (Supplementary Powers) Act 1997*:

- F1. Make decisions on the appointment of Regional Incubator Facilitators, including variations to the terms and conditions for appointments.
- F2. Administer contracts with individual Regional Incubator Facilitators in accordance with the contract, including Monthly Service Fee payments.
- F3. Make decisions on the termination of contracts with Regional Incubator Facilitators.
- F4. Approve attendance at marketing events, visits to customers, travel and associated expenditure for Regional Incubator Facilitators when assisting Incubator Support participants.
- F5. Approve payments to reimburse Regional Incubator Facilitators for costs incurred in assisting Incubator Support participants.
- F6. Make decisions on Incubator Support grant applications.

- F7. Extend the period in which a successful applicant must sign and return a grant agreement
  - o Where the extension is likely to result in a need to vary the proposed annual funding caps for the project you must confirm funds are available before making a decision
  - o This duty does not include considering an extension of time to finalise an agreement where the reason for extension is the inability of the applicant to have funds available.
- F8. Withdraw the offer of funding where the successful applicant has not signed the agreement within the required timeframe.
- F9. Make decisions on the termination of grant agreements.
- F10. Approve grant payments for an approved project in accordance with the grant agreement.
- F11. Make decisions for an individual project in accordance with the grant agreement in relation to:
  - a. Determining eligible expenditure for a project according to applicable policies and the Incubator Support grant opportunity guidelines
  - b. Determining the proportion of project eligible expenditure that relates to overseas activities
  - c. Varying a grant amount, project budget, project duration, project scope and activities including activity material (intellectual property) arrangements, project milestones, project reporting, and party representatives
    - o Where any variation is likely to result in a need to vary the proposed annual funding caps for the project, you must confirm sufficient funding is available before making a decision.
  - d. Requests for consent to deal with interests under the grant agreement
  - e. Requests for consent to a change in ownership of a grantee entity
  - f. Requests to transfer a project to another Australian entity.
- F12. Issue documentation to give effect to approvals provided for in these duties or approvals by the Program Manager.
- F13. Execute documentation to give effect to approvals provided for in these duties or approvals by the Program Manager.
- F14. Conduct debt recovery action in relation to:
  - a. Establishing the basis of the debt
  - b. Confirming the amount of the debt
  - c. Issuing the invoice for debt amount
  - d. Negotiating and approving payment by instalment plans
  - e. Allowing deferment for time of payment/s.

## Program Manager, Incubator Support (EL2) – Duties

These are your general duties in relation to Incubator Support (the Program):

- G1. Oversee employees involved in the delivery of the Program for which the Program Manager is responsible.
- G2. Consider escalated issues that fall within the duties of employees for which the Program Manager is responsible.
- G3. Determine the materiality of any conflict of interest arising through a disclosure of interest by a Regional Incubator Facilitator.
- G4. Accept an application where the application is complete and in accordance with the form approved by the Incubator Support Programme Delegate.
- G5. Request an applicant provide clarification or additional information in relation to a submitted application.
- G6. Reject an application where:
  - o It is incomplete
  - o It is not in the accordance with the approved form
  - o The applicant has failed to provide additional information as requested or
  - o It does not meet the eligibility requirements in the Incubator Support grant opportunity guidelines.
- G7. Recommend to the Incubator Support Programme Delegate that a grant agreement be unilaterally terminated where appropriate.
- G8. Make decisions on requests for decommitting grant funds.
- G9. Undertake any incidental activities necessary to perform the duties set out in this duty statement.

These are your duties in relation to Incubator Support that involve the exercise of delegated discretionary statutory powers under the *Financial Framework (Supplementary Powers) Act 1997*:

- F1. Administer contracts with individual Regional Incubator Facilitators in accordance with the contract, including Monthly Service Fee payments.
- F2. Approve attendance at marketing events, visits to customers, travel and associated expenditure for Regional Incubator Facilitators when assisting Incubator Support participants.
- F3. Approve payments to reimburse Regional Incubator Facilitators for costs incurred in assisting Incubator Support participants.
- F4. Make decisions on Incubator Support – Expert in Residence grant applications.
- F5. Extend the period in which a successful applicant must sign and return a grant agreement by up to 63 days beyond the initial agreed 30 calendar day period
  - o Where the extension is likely to result in a need to vary the proposed annual funding caps for the project you must confirm funds are available before making a decision
  - o This duty does not include considering an extension of time to finalise an agreement where the reason for extension is the inability of the applicant to have funds available.
- F6. Issue a grant agreement for an approved project.
- F7. Execute a grant agreement for an approved project.

- F8. Withdraw the offer for funding where the successful applicant has not signed the agreement within the required timeframe.
- F9. Approve grant payments for an approved project in accordance with the grant agreement.
- F10. Make decisions for an individual project in accordance with the grant agreement in relation to:
  - a. Determining eligible expenditure for a project according to applicable policies and guidelines for the Program
  - b. Varying a grant amount, project budget, project contributions, project duration, project scope and activities including activity material arrangements, project milestones, project reporting, project equipment and assets, project specified personnel and party representatives
    - Where any variation is likely to result in a need to vary the proposed annual funding caps for the project you must confirm funds are available before making a decision
  - c. Agreeing to mutually agreed terminations
    - This duty does not include considering whether to unilaterally terminate a grant agreement
  - d. Requests for consent to deal with interests under a grant agreement
  - e. Requests for consent to a change in control of a grantee entity
  - f. Requests to transfer a project to another Australian entity.
- F11. Issue documentation to give effect to approvals provided for in these duties or approvals by the Incubator Support Programme Delegate or (including approvals to terminate an agreement).
- F12. Execute documentation to give effect to approvals provided for in these duties or approvals by the Incubator Support Programme Delegate or (including approvals to terminate an agreement).
- F13. Conduct debt recovery action in relation to:
  - a. Establishing the basis of the debt
  - b. Confirming the amount of the debt
  - c. Issuing the invoice for debt amount.

## Assistant Managers with responsibility for Incubator Support (EL1) – Duties

These are your general duties in relation to Incubator Support (the Program):

- G1. Determine the materiality of any conflict of interest arising through a disclosure of interest by a Regional Incubator Facilitator.
- G2. Accept an application where the application is complete and in accordance with the form approved by the Incubator Support Programme Delegate.
- G3. Request an applicant provide clarification or additional information in relation to a submitted application.
- G4. Reject an application where:
  - o It is incomplete
  - o It is not in the accordance with the approved form or
  - o The applicant has failed to provide additional information as requested.
- G5. Reject an Expert in Residence application where it does not meet the eligibility requirements in the Incubator Support grant opportunity guidelines.
- G6. Make recommendations in relation to accepted applications
  - o This duty does not include making recommendations on applications where you will be the decision maker.
- G7. Recommend to the Incubator Support Programme Delegate that a grant agreement be unilaterally terminated where appropriate.
- G8. Make recommendations in relation decommitting grant funds.
- G9. Undertake any incidental activities necessary to perform the duties set out in this duty statement.

These are your duties in relation to Incubator Support that involve the exercise of delegated discretionary statutory powers under the *Financial Framework (Supplementary Powers) Act 1997*:

- F1. Administer contracts with individual Regional Incubator Facilitators in accordance with the contract, including Monthly Service Fee payments.
- F2. Approve attendance at marketing events, visits to customers, travel and associated expenditure for Regional Incubator Facilitators when assisting Incubator Support participants.
- F3. Approve payments to reimburse Regional Incubator Facilitators for costs incurred in assisting Incubator Support participants.
- F4. Make decisions on Incubator Support – Expert in Residence grant applications seeking \$50,000 or less.
- F5. Extend the period in which a successful applicant must sign and return a grant agreement by up to 21 days beyond the initial agreed 30 calendar day period where the extension is not likely to result in a need to vary the proposed annual funding caps for the project. You may approve an extension not more than twice.
  - o This duty does not include considering an extension of time to finalise an agreement where the reason for extension is the inability of the applicant to have funds available.
- F6. Issue a grant agreement for an approved project.
- F7. Execute a grant agreement for an approved Expert in Residence project.
- F8. Withdraw the offer of funding where the successful applicant has not signed the agreement within the required timeframe.

- F9. Determine eligible expenditure for a project according to the terms of the grant agreement, applicable policies, and the program guidelines.
- F10. Approve grant payments for an approved project in accordance with the grant agreement.
- F11. Make decisions on variations to:
  - a. project budget that do not increase the grant amount
  - b. project contributions
  - c. project milestones
  - d. project reporting
  - e. project specified personnel and
  - f. party representatives
  - o This duty does not include making decisions on variations that are likely to result in a need to vary the proposed annual funding caps for the project.
- F12. Issue documentation to give effect to approvals provided for in these duties or approvals by the Incubator Support Programme Delegate or Program Manager.
- F13. Execute documentation to give effect to approvals provided for in these duties or approvals by the Incubator Support Programme Delegate or Program Manager.
- F14. Conduct debt recovery action in relation to:
  - a. Establishing the basis of the debt
  - b. Confirming the amount of the debt
  - c. Issuing the invoice for debt amount

## Customer Service Managers for Incubator Support (APS6) – Duties

These are your general duties in relation to Incubator Support (the Program):

- G1. Accept an application where the application is complete and in accordance with the form approved by the Incubator Support Programme Delegate.
- G2. Request an applicant provide clarification or additional information in relation to a submitted application.
- G3. Make recommendations in relation to accepted applications.
- G4. Make recommendations in relation to issuing grant agreements.
- G5. Make recommendations in relation to requests to vary grant agreements.
- G6. Make recommendations in relation to decommitting grant funds.
- G7. Undertake any incidental activities necessary to perform the duties set out in this duty statement.

These are your duties in relation to Incubator Support that involve the exercise of delegated discretionary statutory powers under the *Financial Framework (Supplementary Powers) Act 1997*:

- F1. Extend the period in which a successful applicant must sign and return a grant agreement by up to 21 days beyond the initial agreed 30 calendar day period where the extension is not likely to result in a need to vary the proposed annual funding caps for the project.
  - This duty does not include considering an extension of time to finalise an agreement where the reason for extension is the inability of the applicant to have funds available.
- F2. Make decisions on variations to project milestones, project reporting and party representatives
  - This duty does not include making decisions on variations that are likely to result in a need to vary the proposed annual funding caps for the project.
- F3. Issue documentation to give effect to approvals provided for in these duties.
- F4. Execute documentation to give effect to approvals provided for in these duties.



## **Customer Service Officers for Incubator Support (APS5) – Duties**

These are your general duties in relation to Incubator Support (the Program):

- G1. Accept an application where the application is complete and in accordance with the form approved by the Incubator Support Programme Delegate.
- G2. Request an applicant provide clarification or additional information in relation to a submitted application.
- G3. Make recommendations in relation to accepted applications.
- G4. Make recommendations in relation to issuing grant agreements.
- G5. Make recommendations in relation to requests to vary grant agreements.
- G6. Make recommendations in relation to decommitting grant funds.
- G7. Undertake any incidental activities necessary to perform the duties set out in this duty statement.

## **Customer Service Officers with responsibility for Incubator Support (APS4) – Duties**

These are your general duties in relation to Incubator Support:

- G1. Accept an application where the application is complete and in accordance with the form approved by the Incubator Support Programme Delegate.
- G2. Request an applicant provide clarification or additional information in relation to a submitted application.
- G3. Make recommendations in relation to accepted applications.
- G4. Undertake any incidental activities necessary to perform the duties set out in this duty statement.

## **Strategic Partnerships and Contracts Finance Manager with responsibility for Incubator Support (EL1)**

### **– Duties**

These are your general duties in relation Incubator Support:

- G1. Make decisions on requests for decommitting grant funds.
- G2. Undertake any incidental activities necessary to perform the duties set out in this duty statement.

These are your duties in relation to Incubator Support that involve the exercise of delegated discretionary statutory powers under the *Financial Framework (Supplementary Powers) Act 1997*:

- F1. Make decisions for an individual project in accordance with the grant agreement in relation to:
  - a. Varying the annual capped grant amounts
    - o In considering requests to vary the annual capped grant amounts, you must confirm sufficient funding is available before making a decision.
- F2. Issue documentation to give effect to approvals provided for in these duties or approvals by the Program Manager.
- F3. Execute documentation to give effect to approvals provided for in these duties or approvals by the Program Manager.

**APS6 Employees in Strategic Partnerships and Contracts Finance Team with responsibility for Incubator Support (APS6) – Duties**

These are your general duties in relation Incubator Support:

- G1. Make decisions on requests for decommitting grant funds.
- G2. Undertake any incidental activities necessary to perform the duties set out in this duty statement.

These are your duties in relation to Incubator Support that involve the exercise of delegated discretionary statutory powers under the *Financial Framework (Supplementary Powers) Act 1997*:

- F1. Make decisions for an individual project in accordance with the grant agreement in relation to:
  - a. Varying the annual capped grant amounts
    - o In considering requests to vary the annual capped grant amounts, you must confirm sufficient funding is available before making a decision.
- F2. Issue documentation to give effect to approvals provided for in these duties.
- F3. Execute documentation to give effect to approvals provided for in these duties.

**APS5 Employees in Strategic Partnerships and Contracts Finance Team, with responsibility for Incubator Support (APS5) – Duties**

These are your general duties in relation Incubator Support:

- G1. Make decisions on requests for decommitting grant funds.

## Corporate Network Manager with responsibility for debts (EL2) – Duties

These are your duties in relation to Incubator Support that involve the exercise of delegated discretionary statutory powers under the *Financial Framework (Supplementary Powers) Act 1997* and the *Public Governance, Performance and Accountability Act 2013*:

- F1. Conduct debt recovery action in relation to:
- a. Establishing the basis of the debt
  - b. Confirming the amount of the debt
  - c. Issuing the invoice for debt
  - d. Negotiating and approving payment by instalment plans
  - e. Allowing deferment for time of payment/s
  - f. Issuing letters of demand and notices
  - g. Any other debt collection activities required to comply with the *Public Governance, Performance and Accountability Rule 2014*.