

Participant Terms and Conditions

The University of Technology Sydney (UTS) Algal Phenomics Facility (APF) houses a series of clean rooms and containment laboratories meeting Australia's PC2 codes. The UTS APF is a world-class facility seeking to provide research integrated capability focusing on phenomics solutions to the biotech, agriculture, and environmental sectors.

To support the growing and innovative biotechnology and biomanufacturing industry in NSW, UTS, through the Deep Green Biotech Hub (DGBH) is offering vouchers for eligible NSW small-to-medium enterprises (SMEs) and startups under their "Green Light" program. Eligible applicants can apply for an APF voucher (APF Voucher) to subsidize the costs associated with APF research services to be provided by UTS. All APF Vouchers will be subject to these terms and conditions.

The APF Vouchers program is a program administered and managed by the Climate Change Cluster (C3) which is a research institute of the UTS. C3 also administer and manage the DGBH. The program is dedicated to supporting the development of innovative biotech solutions in NSW across a broad range of industries. Supported by C3, the DGBH is hosted by UTS and the program will leverage the research strength of C3 to support training and development of projects put forward by NSW SMEs and start-ups (including entrepreneurs), and prioritize projects utilizing algae and those underpinned by an approach to sustainability. Any reference to C3 or DGBH in these terms and conditions is intended to refer to C3 or DGBH acting for and on behalf of UTS.

Successful eligible applicants selected for the APF Vouchers will receive access to subsidized research services currently offered through the APF facility (subject to these terms and conditions).

These terms and conditions set out the agreement between you, as an applicant for the Green Light APF Voucher program and UTS (through the DGBH).

1. Eligibility

- (a) To be an eligible applicant, you must be applying on behalf of a NSW-based start-up or SME that meets these terms and conditions (**Eligible Applicant**). An Eligible Applicant's participation is subject to and conditional on the Eligible Applicant's compliance with these Terms and Conditions.
- (b) Eligible Applicants must have a NSW-based ABN and bank account, and these details must be provided in the application process.
- (c) For the purposes of this program, an SME is defined as a company with fewer than 200 employees, that has been incorporated in NSW, with a turnover less than AUD\$30 million per annum and that has been in operation for at least one year.
- (d) For the purposes of this program, a startup is defined as a small, early-stage company or project, offering a product or service that is not currently being offered elsewhere in the NSW or Australian market.; and consist of a team of between 2 and 8 people.
- (e) An APF Voucher is defined as a subsidy for a successful Eligible Applicant to receive discounted research services offered by UTS through the APF. The value of the APF Voucher will be deducted from the fees for the research services under a research services agreement between UTS and the successful Eligible Applicant.
- (f) As part of the application, a representative must be nominated by the Eligible Applicant to act as a primary point of contact with C3. The representative must be an authorized representative of the Eligible Applicant who has authority on behalf of the Eligible Applicant to:
 - (i) submit all documentation and invoices; and
 - (ii) make all decisions on behalf of the Eligible Applicant, including binding the Eligible Applicant to any and all obligations under these Terms and Conditions.

2. Application

- (a) By applying to participate in the APF Voucher program, the Eligible Applicant agrees to be bound by these Terms and Conditions as well as any other laws, regulations and guidelines including as designated by UTS, C3 or DGBH and as notified to Eligible Applicants from time to time.
- (b) Applications are accepted and accessed on a continuing basis or until the voucher pool is complete, however each successful Eligible Applicant is only eligible to receive a maximum of 1 voucher (with each voucher is valued at a total maximum value of AUD

- 5000).
- (c) Applications for the Green Light APF Voucher program must be submitted online via the UTS DGBH website. UTS does not accept responsibility for the operation, moderation, availability, or functionality of the website platform and will not be liable for any loss, damage or expense suffered or incurred as a result of the Eligible Applicant making an application through the site.
 - (d) Applications will be assessed by an assessment panel nominated by C3 and DGBH on behalf of UTS. The assessment panel may include any number of assessors and be comprised of members of C3 and UTS at their sole direction. **(Assessment Panel)**.
 - (e) Eligible Applicants acknowledge that the assessment of applications and the suitability of Eligible Applicant to participate in the Green Light APF Voucher program will be at the discretion of the Assessment Panel based on any criteria deemed relevant by C3, UTS and DGBH.
 - (f) The Assessment Panel may accept or reject applications without providing reasons for their decision and neither the Assessment Panel. None of C3, DGBH or UTS is obliged to enter into any further agreement or discussion with a Eligible Applicant following their application.
 - (g) Eligible Applicants acknowledge that a valid application must contain all components and information as described in the applicable website and application form and as required by these terms and conditions.

3. Program

- (a) Applications for the Green Light APF Voucher program will be taken on a continuing basis, until allocated vouchers have been assigned, or until a date specified by C3/UTS. A maximum of 5 vouchers will be available.
- (b) C3/UTS reserve their rights to withdraw the Green Light APF Voucher Program at any time, in their sole discretion without notice to any of the Eligible Applicants.
- (c) The dates and timeframes for the running of the Green Light APF Voucher program are indicative only and are subject to reasonable adjustment by C3/UTS.
- (d) If the team is not an incorporated entity at the time of application, it will be required to incorporate as a proprietary limited company (pursuant to the *Corporations Act 2001* (Cth)) before the commencement of the Green Light APF Voucher program.
- (e) Eligible Applicants in the Green Light APF Voucher program must engage in all aspects of the allocated APF inductions and comply with the terms of the Research Services Agreement between UTS and the Eligible Applicant.
- (f) APF's scheduling of research activities is subject to the availability, and the type, nature,

and availability of resources are subject to change based at the discretion of C3/UTS.

- (f) In order to remain in the program, progress and receive access to Vouchers, Eligible Applicants, or representatives from Eligible Applicants, are required to participate in mandatory components of the APF training and associated course, including necessary inductions, paperwork, feedback forms, and milestones associated with the particular Research Services Agreement activities. These milestones and components may be different between applicants, and are subject to change at any time. :
- (g) Eligible Applicants acknowledge that failure to attend and participate in mandatory components of the program may result in termination of the Eligible Applicants from the program.
- (h) The Green Light APF Voucher program will operate out of premises located at UTS, Sydney. Eligible Applicants encountering significant obstacles hindering them from participating fully in the Green Light APF Voucher program (such as serious illness) may nominate to remove themselves from the program. C3/UTS reserves the right to allocate APF vouchers for use by other than activities or programs, including (but not limited to) use of APF facilities by Eligible Applicants that suit the eligibility criteria (see 1. Eligibility), as determined by C3/UTS.
 - (i) Acceptance into the Green Light APF Voucher program does not grant Eligible Applicants any access to UTS, C3 or any other facilities, spaces, resources, and buildings; and any access or associated requirements are to be made under negotiation and by entry into separate agreement with UTS and may be restricted at any time.
 - (ii) Eligible Applicants must have a valid Research Services Agreement in place signed by the Eligible Applicant and UTS to begin any activities.
 - (iii) If Eligible Applicants encounter a restriction in their access to crucial resources, Eligible Applicants may make subsequent applications for the Green Light APF Voucher program, and C3/UTS will consider their application in good faith.
- (i) Attendance and entry at any premises from which the Green Light APF Voucher program is being operated is at the sole risk and expense of the Eligible Applicant. The Eligible Applicant acknowledges that neither C3 nor UTS will be liable for any expense, loss or damage suffered or incurred by an Eligible Applicant as a result of attending or entering any premises nominated by C3 or UTS.
- (j) Eligible Applicants must keep detailed and up to date records of all activities undertaken in connection, and related to, participation in the Green Light APF Voucher program. This includes but is not limited to detailed records of any APF Voucher received, and information as to how funding has been applied/expended.
- (k) Upon request acting reasonably, Eligible Applicants will promptly provide C3, DGBH or UTS with access to all records and information, whether financial or otherwise, relating

to any APF Vouchers received by the Eligible Applicant and the Eligible Applicant's participation in the Green Light APF Voucher program.

4. Funding

- (a) Subject to these Terms and Conditions and meeting certain performance criteria as prescribed by C3/UTS, Eligible Applicants that are selected by the Assessment Panel to participate in the Green Light APF Voucher program will be eligible at the discretion of C3/UTS to receive subsidies towards specific UTS research services.-
- I. Eligible Applicants are eligible for a total of 1 voucher. Application for additional vouchers may be offered at the discretion of C3/UTS.
Vouchers are to be used to subsidize part of the allocated cost of a Research Services Agreement associated with APF.
 - II. No Funds will be provided to any participants. The value of any APF Vouchers (which shall not exceed \$5000) will be directly applied by way of a discount/deduction from the fees to subsidize the cost of specified Research Agreement(s), or other activities at the discretion of C3/UTS.
- (b) APF Vouchers to successful Eligible Applicants will be distributed in amounts and at times as determined solely at the discretion of C3/UTS.
- (c) Successful Eligible Applicants must only use the Vouchers:
- (i) for purposes directly related to participation in the Green Light APF Voucher program;
 - (ii) in accordance with any instruction, restriction or limitation as may be advised by C3; and
 - (iii) as otherwise approved in writing by C3.
- (d) Vouchers cannot be exchanged or redeemed for cash, goods, or services, within or outside of UTS, nor can the vouchers be transferred.
- (e) Eligible Applicants must keep complete and accurate records of, and provide such records to UTS or C3 when requested, including:
- (i) All APF Vouchers received throughout the course of participating in the Green Light APF Voucher program; and
 - (ii) all details and supporting documents of how funding is disbursed, spent or applied by the Eligible Applicants; and
 - (iii) How the Eligible Applicants' own funds (in-kind or otherwise) are being utilized to match the value of allocated seed funding.
 - (iv) Providing reporting documentation and feedback when requested.

- (f) UTS/C3 reserves the right to withdraw and discontinue vouchers provided to a team at any time and for any reason throughout the course of the Green Light APF Voucher program
- (g) Any breach of these Terms and Conditions will entitle C3/UTS to call on the Eligible Applicant to repay in full within thirty (30) days any amount of Funding that has been provided to that successful Eligible Applicant as a result of participation in the Green Light accelerator program, and terminate that Eligible Participant's participation in the Green Light program.

5. Licence

5.1 The Team/Company must not:

- (a) use the name or any trademark, logo, business or company name of UTS, C3 or DGBH (whether with or without graphic or photographic or other visual material) without the prior written consent of UTS or C3;
- (b) apply for or register any trademark, business or company name or internet address containing the name of UTS, DGBH or C3; or
- (c) make any inaccurate claims of association with UTS, C3, DGBH or any UTS Entity.

5.2 If UTS consents to a successful Eligible Applicant using UTS's or C3 name, trademark, logo or business name under clause 5.1, such consent is automatically revoked if UTS terminates this Agreement or the terms and conditions for participation in the Green Light accelerator program.

6. Privacy

- (a) If UTS or C3 collects and stores personal information provided by Eligible Applicants in accordance with the provisions of the *Privacy and Personal Information Protection Act 1998* (PIIP Act) (NSW).
- (b) If an Eligible Applicant provides personal information on behalf of another person, the team warrants that it has received that person's informed consent prior to providing the personal information to DGBH.
- (c) UTS and C3 will collect and store the following information provided by Eligible Applicants for the purposes of administering the Green Light APF Voucher program, including the promotion and advertising of the Green Light APF Voucher program:
 - (i) name;
 - (ii) address; and
 - (iii) contact details (including for example any mobile number and email address that you provide).

- (d) Any other personal information collected by UTS and C3 will be dealt with in accordance with the UTS Privacy Management Plan accessible at https://www.uts.edu.au/sites/default/files/2022-03/gsu-uts-privacy-management-plan_0.pdf
- (e) UTS and C3 reserves the right to ask Eligible Applicants and all their participants in the Green Light accelerator program to sign and abide by Non-Disclosure Agreements (NDA's).

7. Publicity

- (a) Participation in the Green Light APF Voucher program constitutes a team's consent to C3 using the team and its participants name and description, likeness, photograph, voice, opinions and comments for promotional and advertising purposes in any media, worldwide and without payment or consideration to the team.
- (b) Eligible Applicants understand that they may be asked to participate in marketing activities, and must make reasonable effort to participate if requested by C3 to do so.
- (c) All advertising, statements, media releases or promotions undertaken by Eligible Applicants regarding or relating to their involvement in, or any aspect of, the Green Light accelerator program, or the product or service developed as a part of the program, must:
 - (i) first be approved by C3 and must be in accordance with any guidelines that may be set down by C3 from time to time; and
 - (ii) be in accordance with any branding, style guide or other document of a like nature, as designated by UTS and C3 from time to time. For the avoidance of doubt, this includes any designated branding, style guide of UTS..
- (d) Eligible Applicants may only utilize UTS, C3, and DGBH (including Green Light) logo and branding on their communications and marketing (including websites) with written permission from UTS and C3. UTS and C3 reserve the right to request any material being removed from publically accessible sites and communications.

8. Termination of Participation

- (a) The involvement of an Eligible Applicant in the Green Light APF Voucher program will terminate on the final date of the associated Research Services Agreement, as determined by C3/UTS, unless terminated earlier in accordance with these Terms and

Conditions.

- (b) C3/UTS may terminate the involvement of an Eligible Applicant in the Green Light APF Voucher program at any time immediately in its sole discretion, in circumstances including but not limited to:
 - (i) a breach or threatened breach of the Terms and Conditions by the team or its members; or
 - (ii) an associated funding organization of Green Light APF Voucher program, including but not limited UTS discontinuing their funding of DGBH for any reason.
- (c) Upon termination, any materials or logo of UTS, DGBH or C3 in the possession or control of the Eligible Applicant must be returned to C3, unless otherwise agreed in writing prior to termination.

9. Warranty & Indemnity

- (a) Eligible Applicants warrant that they are fully capable of, have the capacity to and are willing to meet all requirements under these Terms and Conditions.
- (b) Eligible Applicants will act in good faith and use best endeavors to attend and fully participate in all aspects of the Green Light APF Voucher program including any reasonable directions of C3 or UTS.
- (c) Eligible Applicants warrant that they will enter into a Research Agreement substantially in the form provided by UTS.
- (d) Eligible Applicants warrant that all applications and materials provided and used by the Team:
 - (i) are the original work of the Eligible Applicant; or
 - (ii) are used under licence by the Eligible Applicant; and
 - (iii) do not infringe the rights of any third party.
- (e) Eligible Applicants and representatives on behalf of the Eligible Applicant applying warrant that they have the full necessary legal authority to enter into and be bound by these Terms and Conditions.
- (f) Eligible Applicants warrant no legal proceedings, arbitration, mediation or other dispute resolution process is taking place, pending or threatened, that may reflect negatively on C3 or UTS, or which is likely to have a material and adverse effect on the ability of the Eligible Applicant to perform its obligations under these Terms and Conditions.
- (g) The Eligible Applicant has had sufficient opportunity to seek independent legal advice

regarding these Terms and Conditions and all surrounding matters.

- (h) The Eligible Applicant hereby indemnifies C3 and UTS against any claim, loss, damage or expense incurred or suffered by C3 or UTS or its personnel as a result of any conduct of the Eligible Applicant under or in connection with the terms of this Agreement or any breach of these Terms and Conditions by the Eligible Applicant or its personnel.
- (i) Eligible Applicants acknowledge that C3 and UTS make no warranties, guarantees or representations as to the likelihood of success of any development or project undertaken by the Eligible Applicant, or of the Eligible Applicant securing any investment funding of any nature, or securing customers or otherwise entering into commercial arrangements.
- (j) C3 and UTS will not be liable to the Eligible Applicant or its personnel for any claim, loss, damage or expense suffered or incurred by the Eligible Applicant for any reason (except in the case of a negligent act or omission by C3 or UTS) as a result of the Eligible Applicant participating in the Green Light accelerator program.

10. General

- (a) These Terms and Conditions are governed by and construed in accordance with the laws of the State of New South Wales. Eligible Applicants irrevocably submit to the non-exclusive jurisdiction of the courts of the State of New South Wales with respect to all matters arising under or relating to these Terms and Conditions.
- (b) These Terms and Conditions may be varied by C3 or UTS from time to time. By continuing to participate in the Green Light accelerator program, Eligible Applicants agree to be bound by the updated Terms and Conditions.
- (c) Eligible Applicants are not entitled to assign, novate or otherwise deal with any of its rights under these Terms and Conditions without the prior written consent of C3 or UTS. C3 or UTS may assign, novate or otherwise deal with its rights under these Terms and Conditions in its sole discretion.
- (d) Any provision of these Terms and Conditions that is illegal, void or unenforceable will be severed without prejudice to the balance of the provisions of these Terms and Conditions which remain in force.
- (e) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by Law or under these Terms and Conditions by any party will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by Law or under these Terms and Conditions.
- (f) Nothing contained in these Terms and Conditions shall be construed as creating or

establishing any employment, fiduciary, partnership, joint venture or similar relationship between any of the Parties.