



**Australian Government**  

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**Attorney-General's Department**

## **Data Retention Industry Grants Programme**

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### **Programme Guidelines**

I, **Senator the Hon George Brandis QC**, Commonwealth Attorney-General ('the *Minister*'), issue the following *Programme Guidelines* to Attorney-General's Department ('the *Department*').

Dated 8 December 2015

Commonwealth Attorney-General

## Purpose

The purpose of these *Programme Guidelines* is to provide a framework for the operation and administration of the Data Retention Industry Grants Programme (*the Programme*).

1. These *Programme Guidelines* are not an exclusive statement of the Government's requirements for the *Programme*.
2. These *Programme Guidelines* do not create any legal, equitable or other relationship between the Commonwealth and an *Applicant*.
3. Definitions of key terms used in these *Programme Guidelines* can be found at **Appendix A**.

## Commencement

4. These *Programme Guidelines* commence on the day on which they are signed by the *Minister*.

## Authority for Programme Guidelines

5. These Programme Guidelines:
  - (a) are made by the *Minister*, and
  - (b) may be amended by the *Minister* from time to time.
6. The *Programme Guidelines* should be read in conjunction with the relevant *Customer Information Guide*.

## Interpretation

7. The definitions outlined in **Appendix A** apply for the purpose of interpreting these *Programme Guidelines*. These definitions are not intended to substitute for the defined terms in any *Funding Agreement*.
8. In the event of any inconsistency between these *Programme Guidelines* and the *Customer Information Guide*, the *Programme Guidelines* prevail.

# Data Retention Industry Grants Programme

## Part One: Overview

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### Introduction

9. The *Data Retention Industry Grants Programme* consists of up to \$128.4 million to assist eligible telecommunications service providers meet their data retention obligations under the [Telecommunications \(Interception and Access\) Amendment \(Data Retention\) Act 2015](#) (The Act).
10. The *Programme* will operate over three years from 2015-16 to 2017-18.
11. The Attorney-General's Department (the *Department*) is responsible for the *Programme*, which it will manage and deliver in partnership with the Department of Industry, Innovation and Science. The roles and responsibilities of each party are outlined in Part Two of this document.
12. Grants will be awarded to *Eligible Applicants* via a single funding round, with eligibility requirements linked to the obligations and implementation processes as set out in The Act.
13. Service providers must comply with the data retention obligations by 13 October 2015. Where they cannot fully comply by this date they must apply to the *Communications Access Coordinator* (CAC) for:
  - (a) an extension of up to 18 months by lodging a Data Retention Implementation Plan (DRIP), detailing how they will achieve compliance by 13 April 2017; and/or
  - (b) an exemption from their data retention obligations; and/or
  - (c) a variation of their data retention obligations in relation to the services they provide.
14. The total amount of funding available under the *Programme* is limited by the *Programme* appropriation.
15. The amount for individual grants allocated under the *Programme* will be determined by the *Funding Model*.

### Programme Objective and Outcomes

16. The *Programme* objective is to assist eligible telecommunications service providers meet their data retention obligations, required under the [Telecommunications \(Interception and Access\) Amendment \(Data Retention\) Act 2015](#) (The Act), by making a contribution to the typical up-front costs of compliance.
17. The *Programme* outcome is that the telecommunication industry has the necessary technical capability to comply with data retention obligations under the Act.
18. The design of the *Programme* aims to address smaller providers' greater need for financial assistance and to take into account the differentiated impact of data retention across various segments of the telecommunications industry.

## Part Two: Roles and Responsibilities

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### The Minister

19. The *Minister* will appoint a *Programme Delegate* within the *Department* to administer the *Programme*, in partnership with the Department of Industry, Innovation and Science (DIIS) (the *Administering Entity*).
20. The *Minister* will determine the application of the *Funding Model*, including minimum and maximum grant amounts, on advice from the *Programme Delegate*.

### Programme Delegate

21. The *Programme Delegate* is a position within the *Department*.
22. The *Programme Delegate* is authorised to make decisions in relation to the administration of the *Programme* and to give directions to the *Department* and *Administering Entity* as to the interpretation of these *Programme Guidelines* and other documents used in relation to the *Programme*.
23. The *Programme Delegate* must have regard to the policy objectives of the *Programme* when performing any function or making any decision in relation to the *Programme*.
24. The *Programme Delegate* is responsible for:
  - (a) ensuring effective administration of the *Programme*, including liaison with the *CAC*, *Administering Entity*, *Independent Consultant* and the Minister's Office;
  - (b) determining the eligibility of applicants and services based on the *Applications* received and advice provided by the *CAC*;
  - (c) providing the *Minister* with a recommendation on the application of the *Funding Model*, including minimum and maximum grant amounts;
25. The *Programme Delegate* may have other responsibilities under the *Programme*.

### Communications Access Coordinator

26. The *Communications Access Coordinator (CAC)* is a statutory officer within the *Department*.
27. The *CAC* has a legislated role in agreeing industry's DRIPs, data retention exemption applications and data retention variation applications.
28. The *CAC* will provide the *Programme Delegate* with relevant information detailing *Eligible Applicants* and *Eligible Services* and any compliance considerations relating to *Grantees*.

### Independent Consultant

29. The *Programme Delegate* will engage an *Independent Consultant* to assist the *Department* in the analysis of *Application* data as described in the *Funding Model* (see sections 59 to 67 below) during the assessment of *Applications*, including determining individual scores upon which funding allocations will be based.
30. The *Programme Delegate* will provide relevant *Eligible Applicant* information to the *Independent Consultant* to apply to the *Funding Model*.

## Attorney-General's Department

31. The Attorney-General's Department (the *Department*) retains overall policy responsibility for the *Programme*.
32. The *Programme Delegate* is a position within the *Department*.
33. The *Department* is responsible for assisting DIIS to determine eligibility as required.

## Department of Industry, Innovation and Science

34. The Department of Industry, Innovation and Science (DIIS) (the *Administering Entity*) is responsible for administering the *Programme* on behalf of the *Department*.
35. DIIS functions include receiving *Applications*, assessment of eligibility criteria in consultation with the *Department* as required, developing *Funding Agreements* and monitoring agreements until all obligations have been met.

## Applicants

36. Applicants are responsible for submitting a complete application on the specified form, by the nominated closing date, including addressing all eligibility and selection criteria.
37. All successful applicants will be required to enter into a *Funding Agreement* with Commonwealth to receive their funding.

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# Part Three: Eligibility Requirements

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## Eligible Applicants

38. To be an *Eligible Applicant*, an *Applicant* must at the time of application:
  - (a) have a valid ABN; and
  - (b) offer at least one *Eligible Service*; and
  - (c) own or operate, in Australia, infrastructure that enables the provision of any of its *Eligible Services*; and
  - (d) (i) have a *DRIP*, or is included as a subsidiary or related body in a group *DRIP* that is submitted with the *CAC*, and agreed, or agreed in principle by the *CAC*, by the date specified in the *Customer Information Guide*, and agree that the content of its *DRIP* be shared with the *Administering Entity*, for the sole purpose of assessing their grant application; OR  
(ii) where the applicant was fully compliant by 13 October 2015, and therefore does not require a *DRIP*, submit a *Statement of Work* in the *Application Form* which details activities undertaken between 30 October 2014 and 13 October 2015, to become fully compliant; and
  - (e) have incurred or will incur direct costs since 30 October 2014 associated with delivering their *DRIP* or *Statement of Work*.
39. The *Eligible Applicant* should be the same entity or group of entities that submitted the *DRIP* or *Statement of Work*.
40. *DRIP* guidance material is available from the *CAC* who can be contacted via email at [cac@ag.gov.au](mailto:cac@ag.gov.au) or by calling (02) 6141 2884.
41. The following *Applicants* are ineligible:

- (a) Trusts;
  - (b) Commonwealth, State and Local Government agencies and bodies;
  - (c) Providers who commenced operation on or after 13 October 2015.
42. An incorporated trustee may apply on behalf of a trust.

### Eligible Services

43. An *Eligible Service* is a service, operated by an *Eligible Applicant*, that is:
- (a) used for carrying communications, or enabling communications to be carried; and
  - (b) offered in Australia as at 13 October 2015; and
  - (c) operated by a carrier, carriage service provider or internet service provider.
44. A Service is not an *Eligible Service* if it:
- (a) is excluded from the data retention obligations (according to section 187B of the Act); or
  - (b) is exempted from the data retention obligations (according to section 187K of the Act); or
  - (c) is deemed ineligible by the *Programme Delegate* in consultation with the CAC.
45. The *Programme Delegate*, upon the advice of the CAC, may deem that a service is not an *Eligible Service* for the purpose of the *Programme* if the service is subject to an agreed data retention variation application (according to section 187K of the Act) that has the effect of reducing the data retention obligations to an extent that funding under the *Programme* can no longer be justified.

## Part Four: Application, Assessment and Funding Model

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### Applications

46. *Applications* for funding under the *Programme* must be submitted by the closing date listed on [business.gov.au](http://business.gov.au). *Applications* lodged after the advertised closing date may be accepted for assessment in cases where the delay in submission is due to exceptional and unanticipated circumstances e.g. natural disaster, validated power and/or internet service outage, or technical issue on side of government preventing applicants from applying by deadline. The decision to accept late *Applications* will be at the discretion of the *Programme Delegate*.
47. The *Programme Guidelines*, *Application Form*, *Customer Information Guide* and other customer documents are available at [business.gov.au](http://business.gov.au)
48. Applicants must use the current *Application Form* at [business.gov.au](http://business.gov.au). Applicants should read the *Customer Information Guide* prior to completing the *Application Form*.
49. Questions relating to the *Programme* should be directed to [business.gov.au](http://business.gov.au) or by calling 13 28 46.
50. The *Programme's* delivery model necessitates the transfer of relevant information between the *Department*, *Administering Entity*, *CAC* and *Independent Consultant* for the purpose of assessing *Applications*, applying the *Funding Model*, and managing *Funding Agreements*.
51. *Applicants* may only submit one *Application* which should cover *Eligible Services* provided by the *Applicant*. The completed *Application Form* must include:

- (a) the gross annual revenue (turnover) for the most recent full financial year; and
  - (b) the number and type of *Eligible Services*; and
  - (c) total number of subscribers across all services; and
  - (d) total data storage volume capacity required to meet the data retention obligations to be in place at 13 April 2017; and
  - (e) details of key activities required to achieve technical capability for compliance with data retention obligations consistent with information in the agreed *DRIP* or *Statement of Work*.
52. In addition, the applicant must submit a budget detailing the estimated direct costs of delivering their *DRIP* or *Statement of Work*. For more information about how to detail these factors in your *Application*, including the types of expenditure items that can be admitted with your budget, refer to the *Customer Information Guide*. Only direct costs incurred after 30 October 2014 in meeting data retention obligations under the *Act* may be submitted.
53. All *Applications* for funding become the property of the *Department* and/or the *Administering Entity* once lodged. The *Department* and the *Administering Entity* may copy, amend, extract or otherwise deal with all or any part of an *Application* for the purpose of conducting the assessment, applying the *Funding Model*, making decisions, developing and managing *Funding Agreements* and conducting compliance/assurance activity.

## Assessment

54. The *Administering Entity* will assess each *Application* against the eligibility requirements as set out in these *Programme Guidelines* and as determined by the *Programme Delegate*, in consultation with the *Programme Delegate*.
55. To be successful *Applicants* must clearly demonstrate that they satisfy the eligibility requirements.
56. All *Eligible Applications* will be provided to the *Independent Consultant* to make recommendations regarding the *Funding Model*. The outcome of this assessment will be provided to the *Programme Delegate* for drafting a funding recommendation to the *Minister*.
57. All *Applicants* will receive written advice on the outcome of their *Application*.
58. All *Eligible Applicants* will be provided with a written report outlining how the *Funding Model* was applied. This report will be provided to all *Eligible Applicants* once the assessment process is fully completed.

## Funding Model

59. Applicants that meet the eligibility requirements will be entitled to a grant.
60. The grant amount for each *Eligible Applicant* will be determined by a score, adjusted to fall within a minimum and maximum grant allocation, to be determined by the Minister.
61. The score is determined by two weighted criteria:
- (a) Enterprise Scale, which is the size of the *Applicant* as determined by gross annual revenue for the most recent full financial year. This criterion factor will comprise 25% of the final score. Businesses with an annual gross revenue of up to \$3 million will receive a score of 1 to 25 points (with the smallest businesses receiving the most points). This criterion will make up 25% of the final score and is aimed at lending support to small business.

- (b) Typical Implementation Impact, which will be derived from calculating the typical cost of achieving compliance based on the analysis of information provided by all *Eligible Applicants* on the cost of compliance and subsequent weighting of the following variables:
- i. Number of *Eligible Service(s)*
  - ii. Type(s) of *Eligible Service(s)*
  - iii. Number of subscribers
  - iv. Gross annual revenue (turnover) for the most recent full financial year
  - v. Anticipated data storage required to meet the data retention obligations, as at 13 April 2017.

This criterion will comprise 75% of the final score.

62. The Enterprise Scale and Typical Implementation Impact scores will be added together to obtain the final score for each *Eligible Applicant*.
63. Assessment of the Typical Implementation Impact criterion will be undertaken by the *Independent Consultant*, who will advise the *Programme Delegate* regarding the relative weighting to be apportioned to each variable listed in item 61(b), based on analysis of data submitted by all *Eligible Applicants*.
64. The *Programme Delegate* will provide this analysis to the *Implementation Working Group* prior to finalising recommendations to be made to the *Minister*. The *Implementation Working Group* will be provided with the analysis and recommended variable weightings; they will not be provided with the recommended score and funding allocation for each *Eligible Applicant*. While the *Implementation Working Group* may provide feedback to the *Programme Delegate*, the recommendations to the *Minister* remain the sole responsibility of the *Programme Delegate*.
65. The *Programme Delegate* will advise the *Minister* on appropriate minimum and maximum grant amounts, and the overall distribution of programme funding based on *Eligible Applicant* scores, to ensure that the funding allocation is consistent with the *Programme* objectives and does not exceed the appropriation for the *Programme* i.e. up to \$128.4 million. Note that funding allocations will not be linked to actual cost but to typical implementation cost, and do not reimburse full costs but are a financial contribution to the typical up-front costs of compliance.
66. For more information about the *Funding Model* refer to the *Customer Information Guide*.
67. Notwithstanding any other provision of these *Guidelines*, the *Programme Delegate* reserves the right to:
  - (a) require additional information or clarification from any or all *Applicants*;
  - (b) allow or not allow, a successful *Applicant* to enter into a *Funding Agreement* in the name of a different legal entity from the entity which it used in its *Application* for funding;
  - (c) withdraw an offer to an *Applicant* to enter into a *Funding Agreement* at any time before the *Funding Agreement* is executed if the *Programme Delegate* considers, in his or her absolute discretion, that:
    - i. the *Activity* has materially changed;
    - ii. any aspect of the *Applicant's* application has materially changed; or



- iii. the *Programme Delegate* considers the *Applicant* is not going to be able to (or does not) comply with any requirement of these *Guidelines*.

## Part Five: Awarding of funding, payment and administration

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### Approver

68. The *Minister* will approve minimum and maximum grant amounts and individual grants for *Eligible Applicants*.
69. Funding decisions are final and there is no opportunity for review of decision.

### Announcement

70. The *Minister*, the *Department* and the *Administering Entity* may publicly announce the outcome of the funding round, including naming of *Grantees* and the funding awarded.
71. The *Administering Entity* will report the details regarding the award of *Grant Funds* on their website as is required under the Commonwealth financial framework.

### Payment

72. A *Grantee* will be paid its *Grant* in two instalments:
  - (a) The first instalment, equal to 50 per cent of the total *Grant*, will be made on execution of the *Funding Agreement*.
  - (b) The second and final instalment, for the remaining half of the *Grant*, will be made when the *Grantee* meets the final reporting obligations of the *Funding Agreement* including any technical evaluation required for assurance purposes.
73. To receive payments under this *Programme* grantees must be registered for GST.

### Funding Agreements

74. All approved *Applicants* are required to enter into a *Funding Agreement* with the Commonwealth which sets out the terms on which the *Grant Funds* will be provided.
75. The *Funding Agreement* template selected for each *Grantee* will be determined by the risk of the *Activity* and funding level. Assurance requirements for larger projects and/or projects deemed to be higher risk may include a technical evaluation to verify data retention capability undertaken at the expense of the *Applicant*. Examples of the *Funding Agreement* templates are available on [business.gov.au](http://business.gov.au).
76. Among other things, a *Funding Agreement* must:
  - (a) ensure that the Commonwealth is empowered to recover *Grant Funds* in circumstances where the *Grantee* has not complied with the terms and conditions set out in the *Funding Agreement*, particularly where there are unspent *Grant Funds*;
  - (b) not be inconsistent with the laws of the Commonwealth, a State or Territory or these *Programme Guidelines*;
  - (c) specify the maximum amount of *Grant Funding* for the *Activity*, the timing of *Grant* payments and reporting and assurance requirements;
  - (d) require that the *Grantee* conduct the *Activity* to which the *Application* relates;

- (e) require the *Grantee* to keep records relating to the conduct and management of the *Activity* and ensure those records are maintained;
  - (f) provide the Commonwealth with the ability to inspect the premises where the *Activity* occurred and/or is being undertaken and records relating to the conduct and management of the *Activity* in instances where grant funding is suspected to be used in a manner that does not comply with the *Funding Agreement*;
  - (g) require the *Grantee* to report to the *Administering Entity* on completion of the key *Activities* and as required;
  - (h) require the *Grantee*, at their own cost, to cooperate with any technical evaluation of their *Activity* for compliance assurance purposes i.e. verify the *Grantee* has the capacity to retain the relevant data for the services they provide for a minimum period of two years;
  - (i) provide for variation and termination of the *Funding Agreement* and set out dispute resolution procedures; and
  - (j) require the *Grantee* to comply with all applicable Commonwealth, State and Territory laws.
77. A *Funding Agreement* may include any other terms that the *Programme Delegate* considers necessary to protect the Commonwealth's interests in securing the achievement of the *Activity*, relevant Commonwealth policies, the *Programme* policy objectives set out in these *Guidelines* and making appropriate use of relevant monies.
78. The *Programme Delegate* may set a time period during which a *Funding Agreement* must be executed and may, at his/her discretion, extend the prescribed period one or more times, or withdraw the offer of support and funding if the *Funding Agreement* is not executed within the prescribed period.
79. The *Programme Delegate* may, at his/her discretion, agree with a *Grantee* to vary the *Funding Agreement* from time to time. However, requests from *Grantees* for variations to increase the agreed amount of *Grant Funds* will not be considered.

### **Power to Vary Agreements**

80. The *Programme Delegate* must not vary an approved *Activity* unless that variation would:
- (a) enhance the ability of the *Applicant* to achieve or improve the *Activity* outcomes as identified in the *Funding Agreement*;
  - (b) be consistent with the *Programme* policy objectives and purpose set out in these *Guidelines* and any relevant policies of the *Department*; and
  - (c) be appropriate in all circumstances.

### **Taxation Obligations**

81. Grants under the *Programme* attract the Goods and Services Tax (GST) and are considered taxable supply. Grant payments are paid with GST uplift included to compensate for the amount of this tax.
82. Grants under the *Programme* are treated as assessable income for taxation purposes, unless specifically exempted. On this basis, *Applicants* are recommended to seek their own independent professional advice on their taxation obligations.

## Confidentiality

83. The use and disclosure of information provided to the *Department* and the *Administering Entity* is regulated by legislation and the common law. Without limitation, relevant legislation includes the *Public Service Act 1999 (Cth)*, the *Public Service Regulations*, the *Privacy Act 1988 (Cth)*, the *Crimes Act 1914 (Cth)* and the *Criminal Code Act 1995 (Cth)*.
84. Only information which satisfies **all** of the four criteria listed below will be treated by the Commonwealth as confidential information:
- (a) The information is clearly identified by the *Applicant* as confidential and reasons for the confidentiality are provided by the *Applicant*;
  - (b) The information is commercially sensitive;
  - (c) The disclosure of the information would cause unreasonable detriment to the *Applicant* or another party; and
  - (d) The *Applicant* provided the information under an understanding that it would remain confidential.
85. Information which does not satisfy the above requirements will not be treated as confidential.
86. Even if the information provided by the *Applicant* is identified by the *Applicant* as confidential:
- (a) it will be disclosed by the *Department* or the *Administering Entity* (including its employees and contractors) to other Commonwealth employees and contractors for the purposes of administering the *Programme*;
  - (b) to the extent it is information received in *Applications* and during the performance of the *Activity*, it may be disclosed to other Commonwealth agencies for the purposes of reporting and consultation.
87. In addition to the other disclosures of confidential information the *Department* or the *Administering Entity* may disclose any confidential information it receives as part of the administration of the *Programme* to:
- (a) the Auditor-General under the *Auditor-General Act 1997 (Cth)*,
  - (b) Commonwealth Ombudsman under the *Ombudsman Act 1976 (Cth)*
  - (c) the Privacy Commissioner under the *Privacy Act 1988 (Cth)*;
  - (d) a Commonwealth Minister and Ministerial Office;
  - (e) a House or a Committee of the Parliament of Australia;
  - (f) the Australian Information Commissioner under the *Freedom of Information Act 1982 (Cth) (FOI Act)*;
  - (g) a third party contractor engaged by the Commonwealth for audit-related purposes;
  - (h) other Commonwealth agencies for law enforcement purposes, where the disclosure will serve the Commonwealth's legitimate interests and, if necessary, to substantiate an applicant's claims; or
  - (i) a technical, financial, economic and/or industry expert (including auditors), contractors and service providers from whom the *Department* wishes to seek advice.
88. Confidential information may also be disclosed if the Commonwealth is otherwise required or permitted by law to do so, where the consent of the applicant to the release of information is obtained prior to its disclosure, or where the information enters the public domain due to the actions of someone other than the Commonwealth.

## Use and disclosure of Personal information

89. The *Department* and its staff are required to treat *Personal Information* in accordance with the *Privacy Act 1988* (the 'Privacy Act') as amended from time to time. The Privacy Act, among other things requires the *Department* or the *Administering Entity* to inform individuals of why their *Personal Information* is being collected and to whom the *Department* or *Administering Entity* will disclose the *Personal Information*.

## Freedom of information

90. All documents created or held by the *Department* or the *Administering Entity* with regard to the *Programme* are subject to the *Freedom of Information Act 1982*. Unless a document falls under an exemption provision, or is conditionally exempt and it is not in the public interest to give access to the document, it will, subject to any obligations of third party consultation, be disclosed in response to a request under the *Freedom of Information Act 1982*.

## Disclosure of interest

91. The *Department* and the *Administering Entity* have procedures for managing disclosure of interest by departmental staff, technical experts and other third parties involved in assessment and applying the *Funding Model*. *Conflicts of Interest* will be managed in accordance with these procedures.
92. The *Department's* and *Administering Entity's* procedures for managing disclosure of interest 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 entities websites.
93. The *Department*, the *Administering Entity* and the *Independent Consultant* will manage potential and actual conflicts of interest by requiring those involved in the eligibility and assessment stages of the *Programme* to make *Conflict of Interest* declarations. If it is determined that a *Conflict of Interest* is material in nature, the person to whom the determination relates will be excluded from these processes.
94. Where applicable, the *Implementation Working Group* will be provided with anonymised data as per item 64 to minimise any potential or actual conflict of interest. Decisions regarding funding allocations remain the prerogative of the *Minister*.

## Complaint Handling Mechanism

95. The *Programme Delegate* will include in the *Customer Information Guide* how complaints concerning the programme will be handled.
96. The *Applicant* is also entitled to lodge a complaint with the Commonwealth Ombudsman. Details of how *Applicants* may lodge a complaint are published on [business.gov.au](http://business.gov.au)

## Appendix A: Definitions of Key Terms

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In these *Guidelines* unless the contrary intention applies:

**Act** means the [Telecommunications \(Interception and Access\) Amendment \(Data Retention\) Act 2015](#).

**Activity** means the detail in individual *Funding Agreements* recording the *Grantees* schedule and plans to comply with the data retention obligations under the *Programme*.

**Administering Entity** means the *Department of Industry, Innovation and Science* who is responsible for administering the *Programme* on behalf of the Attorney-General's Department as part of the Government's broader policy of streamlining grants administration.

**Application** means the completed submission for grant funding under this *Programme* using the official *Application Form* available on [business.gov.au](http://business.gov.au).

**Applicant** means an entity or group of related entities referred to in these *Guidelines* that submits an *Application* for *Programme* funding.

**Application Form** means the document issued by the *Programme Delegate* for the purposes of *Applicants* applying for funding under the *Programme*.

**Communications Access Coordinator (CAC)** means the statutory officer within the Attorney-General's Department.

**Conflict of Interest** means the exercise of a power or making of a decision by a person in a way that may be, or may be perceived to be, influenced by either a material personal interest (whether financial or non-financial) or a material personal association.

**Customer Information Guide** means the *Guide* formulated by the *Programme Delegate* under the relevant clauses of these *Programme Guidelines*, and in accordance with the *Commonwealth Grant Rules and Guidelines*. The *Customer Information Guide* is published for the benefit of potential *Applicants* to complete their *Application*.

**Data Retention Implementation Plan (DRIP)** means the document provided by *Service Providers* to the *Communications Access Coordinator (CAC)* requesting an extension of up to 18 months to comply with the data retention obligations, including a detailed data retention implementation plan (DRIP) of how they will achieve full compliance by 13 April 2017.

**Department** means the Attorney-General's Department who is the policy owner of the *Programme*.

**Department of Industry, Innovation and Science (DIIS)** means the Commonwealth entity who is administering the *Programme* on behalf of the Attorney-General's Department as part of the Government's broader policy of streamlining grants administration.

**Eligible Applicant** means an *Applicant* that satisfies the requirements described in items 38-42 of these *Guidelines*.

**Eligible Application** means an *Application* or proposal for *Grant Funding* under the *Programme* that the *Programme Delegate* has determined is eligible for assessment in accordance with these *Guidelines*.

**Eligible Service** means a service that satisfies the requirements described in items 43-45 of these *Guidelines*.

**Funding Agreement** means a single agreement for the receipt of a grant under the *Programme*.

**Funding Model** means the mechanism used to determine funding allocations to *Eligible Applicants*.

**Grant, Grant Funding or Grant Funds** means the funding made available by the Commonwealth of Australia to successful *Applicants* under the *Programme*.

**Goods and Services Tax (GST)** has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999*.

**Grantee** means an entity that has been offered funding and has entered into a *Funding Agreement* with the Commonwealth in relation to the *Programme*.

**Implementation Working Group** means the Data Retention Implementation Working Group established in 2014 to support continued engagement between the telecommunications industry and the Government on the implementation of data retention obligations.

**Independent Consultant** means the analyst appointed by the *Department* to apply the *Funding Model* to *Eligible Applicants* for determining funding under the *Programme*.

**Service Provider** means an entity that uses communications infrastructure in Australia to provide services which may be subject to data retention obligations e.g. a licensed carrier, carriage service provider or internet service provider.

**Minister** means the Attorney-General of Australia.

**Non Income-Tax Exempt** means not exempt from income tax under Division 50 of the *Income Tax Assessment Act 1997 (Cth)* or under Division 1AB of Part III of the *Income Tax Assessment Act 1936 (Cth)*.

**Personal Information** means the same as in the *Privacy Act 1988 (Cth)*.

**Programme** means the *Data Retention Industry Grants Programme*.

**Programme Delegate** means a senior employee of the *Department* who has been empowered by the *Minister*, or is otherwise duly authorised, to carry out the relevant functions in respect of the *Programme*.

**Programme Funding or Programme Funds** means the funding made available by the Commonwealth for the *Programme* in any given financial year, being the funding specified in the Portfolio Budget Statement (as varied by any Portfolio Additional Estimates Statement or by the *Minister*) for that year. Total available funding for the *Programme* is up to \$128.4 million.

**Programme Guidelines or Guidelines** means these *Guidelines* that are given by the *Minister* to the *Department* and the *Administering Entity* to provide a framework for the operation and administration of the *Programme*.

**Statement of Work** means a statement which is required under item 38(d)(ii) of these *Guidelines* and which complies with the requirements set out in the *Application Form* and the *Customer Information Guide*.