

## Participant Terms and Conditions

Green Light is a three-month (12 week) business accelerator program administered and managed by the Climate Change Cluster (C3) and C3 is a research institute of the, University of Technology Sydney (UTS). C3 also administer and manage the Deep Green Biotech Hub. The program is dedicated to supporting the development of algae biotech solutions in NSW across a broad range of industries. Supported by the C3 and Deep Green Biotech Hub (DGBH) and hosted by the University of Technology Sydney (UTS), the program will leverage the research strength of the Climate Change Cluster (C3) to support the research and development of projects put forward by NSW small to medium enterprises (SME's) and start-ups (including entrepreneurs), and prioritise projects underpinned by an approach to sustainability. The overarching aim of Green Light is to bring NSW to the forefront of algae-based innovation in Australia.

Teams (and their nominated participants) selected to join the Green Light accelerator program will receive seed funding during the program of up to \$10,000.00\* to be applied towards the business development of their products and/or services (subject to these Terms and Conditions). These Terms and Conditions set out the agreement between you, as a team in the Green Light accelerator program, and DGBH.

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### **1.** Eligibility

- (a) Applications for entry into the Green Light accelerator program must be from NSW-based start-ups and SME's (Teams), consisting of members over the age of 18 years.
- (b) Teams should have a NSW-based ABN and bank account, and these details must be provided in the application process.
- (c) An SME is defined as a company with fewer than 200 employees; be incorporated in NSW; with a turnover less than AUD\$30 million per annum; and has been in operation for at least one year.

- (d) 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) As part of the application, a representative from each team must be nominated by the team to act as a primary point of contact with C3. The representative must be an authorised representative of the team who intend on forming a company to submit all documentation and invoices, and to make all decisions on behalf of the team/company, including binding the team/company to the obligations under these Terms and Conditions.

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## 2. Application

- (a) By applying to participate in the Green Light accelerator program, the team agrees to be bound by these Terms and Conditions as well as any other regulations and guidelines as designated by Green Light and DGBH and notified to teams from time to time.
- (b) Each team is only eligible to make a single application per funding/application round. Members within a team may only be a part of one team per funding / application round.
- (c) Applications for the Green Light accelerator program are 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 team making an application through the site.
- (d) Applications will be assessed by an assessment panel nominated by C3 and DGBH. The assessment panel may include any number of assessors and be comprised of members of C3 and UTS. (Assessment Panel).
- (e) Teams acknowledge that the assessment of applications and the suitability of teams to participate in the Green light accelerator program will be at the discretion of the Assessment Panel based on any criteria deemed relevant by the C3 and DGBH.
- (f) The Assessment Panel may accept or reject applications without providing reasons for their decision and neither the Assessment Panel nor UTS or the Green Light accelerator program is obliged to enter into any further agreement or discussion with a Team following their application.
- (g) Teams acknowledge that in order to submit a valid application, teams must first complete a one-on-one meeting with a C3 member to discuss their application, research plan, and

budget.

- (h) Teams acknowledge that a valid application must contain all components and information as described in the DGBH website and application form.

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### 3. Program

- (a) The fourth round of the Green Light accelerator program will be run over the course of 3 months (12 weeks) commencing in July 2024 and finishing on or around October 2024, with a pitch evening scheduled to take place on or following the finishing date.
- (b) The dates and time frames for the running of the Green Light accelerator program are indicative only and are subject to reasonable adjustment by C3.
- (c) 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 accelerator program.
- (d) Teams in the Green Light accelerator program are required to engage in:
  - (i) regular educational workshops;
  - (ii) presentations by real world professionals;
  - (iii) participation in regular networking, visiting entrepreneur and other startup events;
  - (iv) tailored milestone plans to accelerate technical, legal and commercial development;
  - (v) matching with local, national and/or international mentors;
  - (vi) connecting to corporate partners, including trialing opportunities and end users;
- (e) Workshops and resources are subject to availability, and the type, nature, and availability of workshops and resources are subject to change based at the discretion of C3.
- (f) C3 reserves the right to allocate mentors to teams based on the mentors strengths. Teams may not allocate their own mentors.
  - (g) Depending on the team's research requirements, teams may be allocated a researcher, or researcher support member, to assist with on their project. DGBH reserves the right to allocate researchers to teams based on the team's requirements, and researcher availability. Teams may not allocate their own researchers, or seek out researchers to assist during the program.
  - (h) In order to remain in the program, progress and receive funding, teams, or representatives from teams, are required to participate in mandatory:
    - (i) Induction program
    - (ii) Research workshop(s)
    - (iii) Mentoring program (including meetings with mentors)

- (iv) Milestone reports
- (v) Financial reports
- (vi) Invoicing
- (i) Final workshop and pitch session
- (ii) Post-program surveys
- (i) Teams acknowledge that failure to attend and participate in mandatory components of the program may result in termination of the teams from the program.
- (j) The Green Light accelerator program will operate out of premises located at UTS, Sydney, however teams acknowledge that DGBH may, acting reasonably, require teams to attend other locations in order to participate in the Green Light accelerator program.
- (k) C3 will make every effort to make resources and workshop available online to facilitate the needs of regional and rural teams.
- (l) Teams encountering significant obstacles hindering them from participating fully in the Green Light program (such as serious illness) may nominate to remove themselves from the program.
- (m) Teams understand that access to C3 facilities and infrastructure is on a negotiable basis, and that successful applications to the Green Light accelerator program does not grant teams unobstructed access to research facilities and research staff;
  - (i) Any research undertaken is performed under negotiation and under a separate agreement with C3 staff, and subject to staffing and resource availability.
  - (ii) Access to resources such as algae cultures and growth facilities is performed under negotiation and under a separate agreement, and may be restricted at any time.
  - (iii) C3 will make reasonable effort to ensure teams have access to the resources (i.e. research mentorship) to undertake their project during their time in Green Light.
  - (iv) Teams understand that researchers have a restricted time to undertake their allocated research and associated tasks; and any research performed must be approved by C3. Deviations to teams originally submitted research plans must first be formally approved by C3.
  - (v) Acceptance into the Green light program does not grant teams unrestricted access to UTS and C3 facilities, spaces, resources, and buildings; any access or associated requirements is made under negotiation and under a separate agreement with UTS, and may be restricted at any time.
  - (vi) Teams are not to perform their own research using UTS facilities or on UTS campus. Any scientific research needed to be undertaken by teams is to be negotiated and under a separate agreement by C3.
  - (vii) If teams encounter a restriction in their access to crucial resources, teams may

apply to a subsequent round of Green Light, and C3 will consider their application in good faith.

- (n) Attendance and entry at any premises from which the Green Light accelerator program is being operated is at the sole risk and expense of the Team. The Team acknowledges that C3 and UTS will not be liable for any expense, loss or damage suffered or incurred by a Team as a result of attending or entering any premises nominated by C3.
- (o) Teams must keep detailed and up to date records of all activities undertaken in the course of, and related to, participation in the Green Light accelerator program. This includes but is not limited to detailed records of all amounts of Funding received, expenditures made and information as to how Funding is applied.
- (p) The teams understand that with any information, advice, and research undertaken, the final decisions lie with the teams. Any resources, advice, and research performed and supplied by C3 and UTS is supplied as an advisory measure only.
- (q) Teams understand that participation in the Green Light accelerator program does not guarantee a completed product or service; and teams will ideally reach proof-of-concept stage; with the graduating teams leaving the program with a plan for further investigation, research, scaling, or production.
- (q) Upon request acting reasonably, teams will within a timely manner provide DGBH with access to all records and information, whether financial or otherwise, relating to any Funding received by the team and the team's participation in the Green Light accelerator program.

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#### 4. Funding

- (a) Subject to these Terms and Conditions and meeting certain performance criteria as prescribed by C3, teams that are selected by the Assessment Panel to participate in the Green Light accelerator program will be eligible at the discretion of C3 to receive funding of up to \$10,000.00 (Funding) during the program.
  - (i) Both startup and SME teams are eligible for seed funding up to \$10 000 AUD. Green light funding will be used for materials, consumables and temporary resourcing.
  - (ii) Teams are required provide funds (or in-kind) to the equivalent value of the proposed Green Light seed funding;
  - (iii) UTS through C3 will provide funds (or in-kind) to the equivalent value of the proposed Green Light seed funding via research, facilities, staff time, materials and/or

associated support.

- (iv) The application for Green Light must include details of the teams proposed budget, including how the Green Light seed funding will be matched by their own funds, and how C3 and DGBH support will be used in this process.
- (v) 50% of the proposed Green Light seed funding will be made available to the teams after the initial induction and associated masterclasses; with the remaining 50% made available after the teams program mid-way report is received and approved. The seed funding amount will be valid for a period of six months from the date of first issue.
- (b) The team understands that UTS require no equity from the teams, or developed materials arising from Green Light; however UTS may utilize any materials in a research capacity as per the research agreement made with UTS.
- (c) In order to receive Funding, Teams must have registered an Australian Business Number (ABN) and must provide C3 with an invoice for such Funding in a form approved by C3 and UTS.
- (d) Funding provided to Teams will be distributed in amounts and at times as determined solely at the discretion of C3.
- (e) Teams must only use Funding:
  - (i) for purposes directly related to participation in the Green Light accelerator 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.
- (f) Teams must keep complete and accurate records of, and provide such records to DGBH when requested:
  - (i) all funding received throughout the course of participating in the Green Light accelerator program; and
  - (ii) how funding is disbursed, spent or applied by the teams; and
  - (iii) How the teams own funds (in-kind or otherwise) are being utilized to match the value of allocated seed funding.
- (g) C3 reserves the right to withdraw and discontinue funding provided to a team at any time and for any reason throughout the course of the Green Light accelerator program.
- (h) Any breach of these Terms and Conditions will entitle C3 to call on the team to repay in full within thirty (30) days any amount of Funding that has been provided to that Team as a result of participation in the Green Light accelerator program, and termination of participation in the Green Light program.

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## 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; or
- (c) make any inaccurate claims of association with UTS or any UTS Entity.

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

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## 6. Privacy

- (a) If UTS and C3 collects and stores personal information provided by Teams in accordance with the provisions of the *Privacy Act 1998 (Cth)* and the Australian Privacy Principles.
- (b) If a team 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 Teams for the purposes of administering the Green Light accelerator program, including the promotion and advertising of the Green Light accelerator 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](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 teams and all their participants in the Green Light accelerator program to sign and abide by Non-Disclosure Agreements (NDA's).

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## 7. Publicity

- (a) Participation in the Green Light accelerator 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) Teams 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 teams 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) Teams 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.

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**8. Termination of Participation**

- (a) The involvement of a team in the Green Light accelerator program will terminate on the final date of the program, as determined by C3, unless terminated earlier in accordance with these Terms and Conditions.
- (b) C3 may terminate the involvement of a team in the Green Light accelerator program at any time 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 organisation of Green Light accelerator program, including but not limited UTS discontinue their funding of DGBH for any reason.
- (c) Upon termination, any materials or logo of UTS and C3 in the possession or control of the team must be returned to C3, unless otherwise agreed in writing prior to



termination.

- (d) Where a team is terminated from the Green Light accelerator program, C3 will provide reasons to the team for such termination. However, the decision of C3 to terminate a team will be final and binding and C3 is not obligated to enter into further discussions with a team beyond the reasons for termination.
- (e) If any significant changes to the team structure (i.e. losing significant team members) takes place, UTS and C3 reserve the right to review the teams participation in the Green Light accelerator program.

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**9. Warranty & Indemnity**

- (a) Teams warrant that they are fully capable of, have the capacity to and are willing to meet all requirements under these Terms and Conditions.
- (b) Teams will act in good faith and use best endeavors to attend and fully participate in all aspects of the Green Light accelerator program.
- (c) Teams warrant that they will match any received seed-funding with their own funds (in-kind or otherwise) during the time within the program, and will supply documentation to support the use of these, and any allocated, funds.
- (d) Teams warrant that all applications and materials provided and used by the Team:
  - (i) are the original work of the Team; or
  - (ii) are used under licence by the Team; and
  - (iii) do not infringe the rights of any third party.
- (e) Teams warrant that they have the full necessary legal authority to enter into and be bound by these Terms and Conditions.
- (f) Teams 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 Team to perform its obligations under these Terms and Conditions.
- (g) The Team has had sufficient opportunity to seek independent legal advice regarding these Terms and Conditions and all surrounding matters.
- (h) The Team hereby indemnifies C3 and UTS against any claim, loss, damage or expense incurred or suffered by C3 and UTS as a result of any breach of these Terms and Conditions by the Team.
- (i) Teams 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 Team, or

of the Team securing any investment funding of any nature, or of the Team securing customers or otherwise entering into commercial arrangements.

- (j) C3 and UTS will not be liable to the Team for any claim, loss, damage or expense suffered or incurred by the Team for any reason (except in the case of a negligent act or omission by DGBH or UTS) as a result of the Team participating in the Green Light accelerator program.

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**10.** General

- (a) These Terms and Conditions are governed and construed in accordance with the laws of the State of New South Wales. Teams 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 from time to time. By continuing to participate in the Green Light accelerator program, Teams agree to be bound by the updated Terms and Conditions.
- (c) The Team is not entitled to assign, novate or otherwise deal with any of its rights under these Terms and Conditions without the prior written consent of DGBH. DGBH may assign, novate or otherwise deal with its rights under these Terms and Conditions at 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.