# Registration of Interest

# Centre of Vocational Excellence: Construction Sector

Use this form to submit your Registration of Interest for establishing a Centre of Vocational Excellence.

## Guidance to complete this Registration of Interest

Please refer to the separate guidance document for completing this Registration of Interest (RoI). This is available at <https://www.tec.govt.nz/rove/coves/>.

## Centre of Vocational Excellence (CoVE) details

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| **1a.** | **Consortium name:** | Click here to enter text. |
| **1b.** | **OPTONAL: Consortium short name:** | Click here to enter text. |
| **1c.** | **Name of authorised Consortium Lead Contact:** | Click here to enter text. |
| **1d.** | **Consortium Lead Contact’s home organisation:** | Click here to enter text. |
| **1e.** | **Consortium Lead Contact’s position in home organisation:** | Click here to enter text. |
| **1f.** | **Address (physical and postal if different):** | Click here to enter text. |
| **1g.** | **Phone number(s):** | Click here to enter text. |
| **1h.** | **Email:** | Click here to enter text. |

## Declaration by Consortium Lead Contact

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| **Topic** | **Declaration** | **Consortium Lead Contact’s Declaration** |
| **RoI Process, Terms and Conditions** | I/we have read and fully understand the RoI, including the RoI Process, Terms and Conditions (Section 9 of this document).  I/we confirm that the Consortium Lead Contact and all Consortium Members agree to be bound by the RoI Process, Terms and Conditions. | Choose an item. |
| **Conflict of Interest** | The Consortium Lead Contact and Consortium Members warrant that they have no actual, potential or perceived Conflict of Interest in submitting this Registration, or entering into a Funding Agreement to deliver the CoVE.  Where a Conflict of Interest arises during the funding application round, the Consortium Lead Contact and all Consortium Members will report it immediately to the Funding Agency’s Point of Contact. | Choose an item. |
| **Details of Conflict of Interest** | **If you think you have a Conflict of Interest briefly describe the conflict and how you propose to manage it or write ‘not applicable’.**  Click here to enter text. | |

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| **I declare that I am authorised to submit this Registration of Interest on behalf of Consortium Members and that, to the best of my knowledge, the information given in this Registration of Interest is true and correct.** | |
| **Consortium Lead Contact’s signature**: | **Date**: Use drop-down to select a date. |
| **Consortium Lead Contact’s name:** Click here to enter text. | |
| **Consortium Lead Contact’s home organisation and role:** Click here to enter text. | |

## CoVE focus, value and what you intend to deliver

Your responses to this section will reflect up to **45%** of your final score. Weightings for specific questions are shown in brackets next to each question.

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| **3a. CoVE Outcomes Statement (0%)**  ***This question has no weighting and is intended to provide brief introductory context only.***  What is the core intent of the CoVE and its intended key outcomes? |
| Click here to enter text. |
| **3b. CoVE focus and value: Tell us about your CoVE (20%)**  Please describe the specific challenges or opportunities that the CoVE seeks to improve or address. How is this challenge or opportunity of importance to Aotearoa New Zealand?  Describe the general approach the CoVE will take to address the challenges or opportunities, and how the CoVE’s work will benefit the construction sector, the vocational education system, learners, employers and communities. |
| Click here to enter text. |
| **3c. CoVE deliverables (15%)**  List each specific CoVE deliverable (a product, a solution or an output) and summarise how each deliverable contributes towards meeting the specific challenges or opportunities that the CoVE seeks to address.  *Ensure deliverables are practical and feasible within the CoVE timeframe and funding available.*  **Note:** To add new rows, click into the last box in the table, and click the **+** symbol that appears. |
| | **CoVE Product, Solution or Output** | **How this contributes towards meeting the specific challenge or opportunity that the CoVE seeks to address** | | --- | --- | | Click here to enter text. | Click here to enter text. | | Click here to enter text. | Click here to enter text. | | Click here to enter text. | Click here to enter text. | | Click here to enter text. | Click here to enter text. | | Click here to enter text. | Click here to enter text. | |
| **3d. CoVE’s value within the Vocational Education system (10%)**  Outline how, to the best of your knowledge, the CoVE will create additional value in the vocational education system, and how the CoVE will not duplicate the functions of the NZ Institute of Skills and Technology and the Workforce Development Councils.  Include details of the approach the CoVE will take to ensure that its activities are and continue to be of value to these organisations. |
| Click here to enter text. |

## CoVE success criteria and performance metrics

Your responses to this section will reflect up to **5%** of your final score. Weightings for specific questions are shown in brackets next to each question.

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| **4. What does success look like? (5%)**  How will you demonstrate that the CoVE has been successful in delivering on its intended outcomes? What reassurance, including any measures, would you provide to TEC to support this? |
| Click here to enter text. |

## Consortium members

Your responses to this section will reflect up to **10%** of your final score. Weightings for specific questions are shown in brackets next to each question.

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| **5. Consortium members (10%)**  List the member organisations (together with the authorised contact) of this CoVE consortium, and their primary purpose for being part of the CoVE.  **Note:** To add new rows, click into the last box in the table, and click the **+** symbol that appears. |
| | **CoVE Member Organisation** | **Name and position of authorized contact(s)** | **Primary purpose for being part of CoVE** | | --- | --- | --- | | Click here to enter text. | Click here to enter text. | Click here to enter text. | | Click here to enter text. | Click here to enter text. | Click here to enter text. | | Click here to enter text. | Click here to enter text. | Click here to enter text. | | Click here to enter text. | Click here to enter text. | Click here to enter text. | | Click here to enter text. | Click here to enter text. | Click here to enter text. | |

## Collaboration and engagement approaches

Your responses to this section will reflect up to **30%** of your final score. Weightings for specific questions are shown in brackets next to each question.

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| **6a. Collaboration amongst CoVE members (10%)**  Describe how you will collaborate as members within the CoVE. |
| Click here to enter text. |
| **6b. Commitment to share the work of the CoVE for the benefit of other parties in the vocational education system (10%)**  Who in the vocational education system will benefit from the work of the CoVE and how will you share the CoVE’s work with them to help them effectively leverage it? |
| Click here to enter text. |
| **6c. Collaboration and engagement with other stakeholders (10%)**  Who do you consider your stakeholders to be, and how do you intend to collaborate, engage or involve them in the CoVE’s activities? |
| Click here to enter text. |

## Capability of the consortium to deliver

Your responses to this section will reflect up to **10%** of your final score. Weightings for specific questions are shown in brackets next to each question.

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| **7a. CoVE host location (0%)**  ***This is a mandatory requirement so does not carry a weighting. Your consortium must have identified a host location, and must have support from the lead of that host location.***  Provide the name of the host NZIST campus or host wānanga.  Please confirm you have support from either the Tumuaki / Te Taiurungi / Chief Executive of the relevant wānanga, the Chief Executive of the current institute of technology or polytechnic, or the NZIST Establishment Board. |
| Click here to enter text. |
| **7b. CoVE funding and duration (5%)**  How much funding are you seeking, to support the CoVE’s activities, and over what duration?  How do you intend to supplement CoVE funding with financial (or in-kind) support from other sources, for example CoVE consortium members or industry groups? |
| Click here to enter text. |
| **7c. Governance and operational approach to enable successful delivery (5%)**  Outline how your consortium will operate to enable the successful delivery of the intended CoVE outputs and outcomes.  In your answer, please summarise your intended approach to governance, decision-making, and operational management of the CoVE. |
| Click here to enter text. |

# 8. Checklist

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| **Checklist**  **Before submitting this Registration of Interest, ensure that you have completed the following:**  Carefully read the CoVEs Registration of Interest Process, Terms and Conditions (Section 9 of this  document), and  Carefully read the CoVEs Registration of Interest Guidance document, and  Completed all parts of the Registration of Interest Form (this document), and  Ensured this document is no more than 20 A4 pages **excluding Sections 8 and 9**, and  Completed and signed the Consortium Lead Contact declaration on the Registration of Interest form  (this document)  **To submit this Registration of Interest:**   * **Complete this document, and sign the declaration** * **Save the signed document as a PDF** * **Save the PDF as: CoVEs 2019 – RoI Form – [Consortium Name]** * **Email the PDF to:** [**CoVEs@tec.govt.nz**](mailto:CoVEs@tec.govt.nz) * **The deadline for submitting your PDF is: 12:00pm (noon), Friday 20 March 2020.**   If you have any technical difficulties completing this form, email [CoVEs@tec.govt.nz](mailto:CoVEs@tec.govt.nz).  If you have any questions, email [CoVEs@tec.govt.nz](mailto:CoVEs@tec.govt.nz). All questions and answers will be published on TEC’s website: <https://www.tec.govt.nz/rove/coves/> |

# 9. RoI Process, Terms and Conditions

**Note to potential applicants and Applicants**

* In managing this funding application round the Funding Agency will endeavour to act fairly and reasonably in all of its dealings with interested Applicants and potential applicants, and to follow due process which is open and transparent.
* This section contains the CoVE RoI Process, Terms and Conditions (shortened to RoI-Terms) which apply to this funding application round.
* Words and phrases that have a special meaning are shown by the use of capitals e.g. Applicant. Definitions are at the end of this section.

If you have any questions about the RoI-Terms please get in touch with our **Point of Contact:** [CoVEs@tec.govt.nz](mailto:CoVEs@tec.govt.nz).

**Standard RoI process**

## Preparing and submitting a Registration

1. 1. **Preparing a Registration**
2. Applicants are to use the RoI Form provided and include all information requested by the Funding Agency in relation to the RoI.
3. By submitting a Registration the Applicant accepts that it is bound by the RoI Process, Terms and Conditions (RoI-Terms) contained in Section 9 of this document.
4. Each Applicant will:
5. examine the RoI and any documents referenced in the RoI and any other information provided by the Funding Agency
6. if appropriate, obtain independent advice before submitting a Registration
7. satisfy itself as to the correctness and sufficiency of its Registration.
   1. **Applicants’ Deadline for Questions**
8. Each Applicant should satisfy itself as to the interpretation of the RoI. If there is any perceived ambiguity or uncertainty in the RoI document/s Applicants should seek clarification before the deadline for questions, as stated in the timeline published on TEC’s website.
9. All requests for clarification must be made by email to the Funding Agency’s Point of Contact. The Funding Agency will respond to requests in a timely manner, but not later than the deadline for the Funding Agency to answer Applicant questions, as stated in the timeline published on TEC’s website.
10. If the Funding Agency considers a request to be of sufficient importance to all Applicants it may provide details of the question and answer to other Applicants. In doing so the Funding Agency may summarise the Applicant’s question and will not disclose the Applicant’s identity. The question and answer may be posted on TEC’s website. An Applicant may withdraw a request at any time.
11. In submitting a request for clarification an Applicant is to indicate, in its request, any information that is commercially sensitive. The Funding Agency will not publish such commercially sensitive information. However, the Funding Agency may modify a request to eliminate such commercially sensitive information, and publish this and the answer where the Funding Agency considers it of general significance to all Applicants. In this case, however, the Applicant will be given an opportunity to withdraw the request or remove the commercially sensitive information.
    1. **Submitting a** **Registration**
12. Each Applicant is responsible for ensuring that its Registration is received by the Funding Agency at the correct address on or before the deadline for registrations. The Funding Agency will acknowledge receipt of each Registration.
13. The Funding Agency intends to rely on the Applicant’s Registration and all information provided by the Applicant (e.g. in correspondence). In submitting a Registration and communicating with the Funding Agency each Applicant should check that all information it provides to the Funding Agency is:
14. true, accurate and complete and not misleading in any material respect
15. does not contain intellectual property that will breach a third party’s rights.

## Assessing Registrations

* 1. **Evaluation panel**

1. The Funding Agency will convene an evaluation panel comprising members chosen for their relevant expertise and experience. In addition, the Funding Agency may invite independent advisors to evaluate any Registration, or any aspect of any Registration.
   1. **Third party information**
2. Each Applicant authorises the Funding Agency to collect additional information, except commercially sensitive pricing information, from any relevant third party (such as a referee or a previous or existing client) and to use that information as part of its evaluation of the Applicant’s Registration.
3. To facilitate discussions between the Funding Agency and third parties each Applicant waives any confidentiality obligations that would otherwise apply to information held by a third party, with the exception of commercially sensitive pricing information.
   1. **Funding Agency’s clarification**
4. The Funding Agency may, at any time, request from any Applicant clarification of its Registration as well as additional information about any aspect of its Registration. The Funding Agency is not required to request the same clarification or information from each Applicant.
5. The Applicant must provide the clarification or additional information in the format requested. Applicants will endeavour to respond to requests in a timely manner. The Funding Agency may take such clarification or additional information into account in evaluating the Registration.
6. Where an Applicant fails to respond adequately or within a reasonable time to a request for clarification or additional information, the Funding Agency may cease evaluating the Registration and may eliminate the Registration from the process.
   1. **Evaluation and shortlisting**
7. The Funding Agency will base its initial evaluation on the Registrations submitted in response to the invitation. This evaluation will be in accordance with the criteria set out on TEC’s website. The Funding Agency may adjust its evaluation of a Registration following consideration of any clarification or additional information as described in paragraphs 9.6 and 9.7.
8. In deciding which Applicant/s to shortlist the Funding Agency may take into account any of the following additional information:
9. the results from due diligence
10. any matter that materially impacts on the Funding Agency’s trust and confidence in the Applicant
11. any relevant information that the Funding Agency may have in its possession.
12. The Funding Agency will advise Applicants if they have been shortlisted or not. Being shortlisted does not constitute acceptance by the Funding Agency of the Applicant’s Registration, or imply or create any obligation on the Funding Agency to enter into negotiations with, or award a Funding Agreement for delivery of the CoVE to any shortlisted Applicant/s. At this stage in the RoI process the Funding Agency will not make public the names of the shortlisted Applicants.
    1. **Applicant’s debrief**
13. At any time after shortlisting Applicants, the Funding Agency will offer Applicants who have not been shortlisted a debrief. Each Applicant will have 30 Business Days from the date of offer to request a debrief. When an Applicant requests a debrief, the Funding Agency will provide the debrief within 30 Business Days of the date of the request, or the date the Funding Agreement is signed, whichever is later.
14. The debrief may be provided by letter, email, phone or at a meeting. The debrief will:
15. provide the reasons why the Registration was or was not successful
16. explain how the Registration performed against the pre-conditions (if applicable) and the evaluation criteria
17. indicate the Registration’s relative strengths and weaknesses
18. explain, in general terms, the relative advantage/s of the shortlisted Registration/s
19. seek to address any concerns or questions from the Applicant
20. seek feedback from the Applicant on the RoI process.
    1. **Issues and complaints**
    2. An Applicant may, in good faith, raise with the Funding Agency any issue or complaint about the RoI, or the RoI process at any time.
    3. The Funding Agency will consider and respond promptly and impartially to the Applicant’s issue or complaint.
    4. The Funding Agency and Applicant each agree to act in good faith and use its best endeavours to resolve any issue or complaint that may arise in relation to the RoI.
    5. The fact that an Applicant has raised an issue or complaint is not to be used by the Funding Agency to unfairly prejudice the Applicant’s ongoing participation in the RoI process or future funding opportunities.

## Standard RoI conditions

* 1. **Funding Agency’s Point of Contact**

1. All enquiries regarding the RoI must be directed by email to the Funding Agency’s Point of Contact. Applicants must not directly or indirectly approach any representative of the Funding Agency, or any other person, to solicit information concerning any aspect of the RoI.
2. Only the Point of Contact, and any authorised person of the Funding Agency, are authorised to communicate with Applicants regarding any aspect of the RoI. The Funding Agency will not be bound by any statement made by any other person.
3. The Funding Agency may change the Point of Contact at any time. The Funding Agency will notify Applicants of any such change. This notification may be posted on TEC’s website or sent by email.
4. Where an Applicant has an existing Funding Agreement with the Funding Agency then business as usual communications, for the purpose of managing delivery of that Funding Agreement, will continue using the usual contacts. Applicants must not use business as usual contacts to lobby the Funding Agency, solicit information or discuss aspects of the RoI.
   1. **Conflict of Interest**
5. Each Applicant must complete the Conflict of Interest declaration in the RoI Form and must immediately inform the Funding Agency should a Conflict of Interest arise during the RoI process. A material Conflict of Interest may result in the Applicant being disqualified from participating further in the RoI process.
   1. **Ethics**
6. Applicants must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of the Funding Agency in relation to the RoI.
7. An Applicant who attempts to do anything prohibited by paragraphs 9.10.a and d. and 9.12.a. may be disqualified from participating further in the RoI.
8. The Funding Agency reserves the right to require additional declarations, or other evidence from an Applicant, or any other person, throughout the RoI process to ensure probity of the RoI process.
   1. **Anti-collusion and bid rigging**
9. Applicants must not engage in collusive, deceptive or improper conduct in the preparation of their Registrations or other submissions or in any discussions with the Funding Agency. Such behaviour will result in the Applicant from being disqualified from participating further in the RoI process. The Applicant warrants that its Registration has not been prepared in collusion with a Competitor. This does not limit the ability of Applicants to work together to create consortia.
10. The Funding Agency reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by Applicants to the appropriate authority and to give that authority all relevant information including an Applicant’s Registration.
    1. **Confidential Information**
11. The Funding Agency and Applicant will each take reasonable steps to protect Confidential Information and, subject to paragraph 9.14.c. and without limiting any confidentiality undertaking agreed between them, will not disclose Confidential Information to a third party without the other’s prior written consent.
12. The Funding Agency and Applicant may each disclose Confidential Information to any person who is directly involved in the RoI process on its behalf, such as officers, employees, consultants, contractors, professional advisors, evaluation panel members, partners, principals or directors, but only for the purpose of participating in the RoI.
13. Applicants acknowledge that the Funding Agency’s obligations under paragraph 9.14.a. are subject to requirements imposed by the Official Information Act 1982 (OIA), the Privacy Act 1993, parliamentary or constitutional convention and any other obligations imposed by the law. The Funding Agency will not be in breach of its obligations if Confidential Information is disclosed by the Funding Agency to the appropriate authority because of suspected collusive or anti-competitive behaviour. Where the Funding Agency receives an OIA request that relates to an Applicant’s Confidential Information the Funding Agency will consult with the Applicant and may ask the Applicant to explain why the information is considered by the Applicant to be confidential or commercially sensitive.
    1. **Confidentiality of RoI information**
14. For the duration of the RoI, to the date of the announcement of the Successful Applicant, or the end of the funding application round, the Applicant agrees to keep the RoI strictly confidential and not make any public statement to any third party in relation to any aspect of the RoI, the RoI process or the award of any Funding Agreement without the Funding Agency’s prior written consent.
15. An Applicant may disclose information relating to the RoI to any person described in paragraph 9.14.b. but only for the purpose of participating in the RoI. The Applicant must take reasonable steps to ensure that such recipients do not disclose Confidential Information to any other person or use Confidential Information for any purpose other than responding to the RoI.
    1. **Costs of participating in the RoI process**
16. Each Applicant will meet its own costs associated with the preparation and presentation of its Registration and any negotiations.
    1. **Ownership of documents**
17. The RoI and its contents remain the property of the Funding Agency. All Intellectual Property rights in the RoI remain the property of the Funding Agency or its licensors. The Funding Agency may request the immediate return or destruction of any or all RoI documents and any copies. Applicants must comply with any such request in a timely manner.
18. All documents forming the Registration will, when delivered to the Funding Agency, become the property of the Funding Agency. Registrations will not be returned to Applicants at the end of the RoI process.
19. Ownership of Intellectual Property rights in the Registration remain the property of the Applicant or its licensors. However, the Applicant grants to the Funding Agency a non-exclusive, non-transferable, perpetual licence to retain, use, copy and disclose information contained in the Registration for any purpose related to the RoI process.
    1. **No binding legal relations**
20. Neither the RoI, nor the RoI process, creates a process contract or any legal relationship between the Funding Agency and any Applicant, except in respect of:
21. the Applicant’s declaration in its Registration
22. the Applicant’s statements, representations and/or warranties in its Registration and in its correspondence with the Funding Agency
23. the criteria to be used by the Funding Agency to assess Registrations
24. the RoI conditions set out in this document
25. any other matters expressly described as binding obligations.
26. Each exception in paragraph 9.18.a. is subject only to the Funding Agency’s reserved rights in paragraph 9.20.
27. Except for the legal obligations set out in paragraph 9.18.a. no legal relationship is formed between the Funding Agency and any Applicant unless and until a Funding Agreement is entered into between those parties.
    1. **Elimination**
28. The Funding Agency may exclude an Applicant from participating in the RoI process if the Funding Agency has evidence of any of the following, and is considered by the Funding Agency to be material to the RoI:
29. the Applicant has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the RoI process
30. the Registration contains a material error, omission or inaccuracy
31. the Applicant is in bankruptcy, receivership or liquidation
32. the Applicant has made a false declaration
33. there is a serious performance issue in a historic or current funding agreement delivered by the Applicant
34. the Applicant has been convicted of a serious crime or offence
35. there is professional misconduct or an act or omission on the part of the Applicant which adversely reflects on the integrity of the Applicant
36. the Applicant has failed to pay taxes, duties or other levies
37. the Applicant represents a threat to national security or the confidentiality of sensitive government information
38. the Applicant is a person or organisation designated as a terrorist by New Zealand Police.
39. The Funding Agency may require an Applicant to exclude a consortium member from participating in the RoI process if the Funding Agency has evidence of any of the following, and is considered by the Funding Agency to be material to the RoI:
40. the consortium member has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the RoI process
41. the consortium member is in bankruptcy, receivership or liquidation
42. there is a serious performance issue in a historic or current funding agreement delivered by the consortium member
43. the consortium member has been convicted of a serious crime or offence
44. there is professional misconduct or an act or omission on the part of the consortium member which adversely reflects on the integrity of the consortium member
45. the consortium member has failed to pay taxes, duties or other levies
46. the consortium member represents a threat to national security or the confidentiality of sensitive government information
47. the consortium member is a person or organisation designated as a terrorist by New Zealand Police.
    1. **Funding Agency’s additional rights**
48. Despite any other provision in the RoI the Funding Agency may, on giving due notice to Applicants:
49. amend, suspend, cancel and/or re-issue the RoI, or any part of the RoI
50. make any material change to the RoI (including any change to the timeline or criteria) on the condition that Applicants are given a reasonable time within which to respond to the change.
51. Despite any other provision in the RoI the Funding Agency may:
52. accept a late Registration if it is the Funding Agency’s fault that it is received late
53. in exceptional circumstances, accept a late Registration where it considers that there is no material prejudice to other Applicants. The Funding Agency will not accept a late Registration if it considers that there is risk of collusion on the part of an Applicant, or the Applicant may have knowledge of the content of any other Registration
54. in exceptional circumstances, answer questions submitted after the deadline for questions
55. accept or reject any Registration, or part of a Registration
56. accept or reject any non-compliant, non-conforming or alternative Registration
57. decide not to enter into a Funding Agreement with any Applicant
58. liaise or negotiate with any Applicant without disclosing this to, or doing the same with, any other Applicant
59. provide or withhold from any Applicant information in relation to any question arising in relation to the RoI. Information will usually only be withheld if it is deemed unnecessary, is commercially sensitive to an Applicant, is inappropriate to supply at the time of the request or cannot be released for legal reasons
60. amend the Proposed Funding Agreement at any time, including during negotiations with a shortlisted Applicant
61. waive irregularities or requirements in the RoI process where it considers it appropriate and reasonable to do so.
62. The Funding Agency may request that an Applicant agrees to the Funding Agency:
63. selecting any individual element/s of the CoVE that is offered in a Registration and capable of being delivered separately, unless the Registration specifically states that the Registration, or elements of the Registration, are to be taken collectively
64. selecting two or more Applicants to deliver the CoVE as a joint venture or consortium.
    1. **New Zealand law**
65. The laws of New Zealand shall govern the RoI process and each Applicant agrees to submit to the exclusive jurisdiction of the New Zealand courts in respect of any dispute concerning the RoI or the RoI process.
    1. **Disclaimer**
66. The Funding Agency will not be liable in contract, tort, equity, or in any other way whatsoever for any direct or indirect damage, loss or cost incurred by any Applicant or any other person in respect of the RoI process.
67. Nothing contained or implied in the RoI, or RoI process, or any other communication by the Funding Agency to any Applicant shall be construed as legal, financial or other advice. The Funding Agency has endeavoured to ensure the integrity of such information. However, it has not been independently verified and may not be updated.
68. To the extent that liability cannot be excluded, the maximum aggregate liability of the Funding Agency is $1.

## Definitions

In relation to this RoI the following words and expressions have the meanings described below.

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| Applicant | A person, organisation, business or other entity that submits a Registration in response to the RoI. The term Applicant includes its officers, employees, contractors, consultants, agents and representatives. The term Applicant differs from a potential applicant, which is any other business in the market place that does not submit a Registration. |
| Business Day | Any week day in New Zealand, excluding Saturdays, Sundays, New Zealand (national) public holidays and all days from Boxing Day up to and including the day after New Year’s Day. |
| Competitors | Any other business that is in competition with an Applicant either in relation to the goods or services sought under the RoI or in general. |
| Confidential Information | Information that:   1. is by its nature confidential 2. is marked by either the Funding Agency or an Applicant as ‘confidential’, ‘commercially sensitive’, ‘sensitive’, ‘in confidence’, ‘top secret’, ‘secret’, classified’ and/or ‘restricted’ 3. is provided by the Funding Agency, an Applicant, or a third party in confidence 4. the Funding Agency or an Applicant knows, or ought to know, is confidential.   Confidential information does not cover information that is in the public domain through no fault of either the Funding Agency or an Applicant. |
| Conflict of Interest | A Conflict of Interest arises if an Applicant’s personal or business interests or obligations do, could, or be perceived to, conflict with its obligations to the Funding Agency under the RoI or in the provision of the goods or services. It means that the Applicant’s independence, objectivity or impartiality can be called into question. A Conflict of Interest may be:   * + 1. actual: where the conflict currently exists     2. potential: where the conflict is about to happen or could happen, or     3. perceived: where other people may reasonably think that a person is compromised. |
| Funding Agency | The Funding Agency is the government agency that has issued the call for Registrations of interest through a RoI with the intent of funding the goods or services described in the CoVE criteria, that is, the TEC. The term Funding Agency includes TEC’s officers, employees, contractors, consultants, agents and representatives. |
| Funding Agreement | The written Funding Agreement/s entered into by the Funding Agency and Successful Applicant/s for the delivery of the CoVE. |
| GST | The goods and services tax payable in accordance with the New Zealand Goods and Services Tax Act 1985. |
| Intellectual Property | All intellectual property rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law. |
| Point of Contact | The Funding Agency and each Applicant are required to appoint a Point of Contact. This is the channel to be used for all communications during the RoI process. The Funding Agency’s Point of Contact is identified in Section 9. The Applicant’s Point of Contact is identified in its Registration (referred to also as the Consortium Lead Contact). |
| Registration | The response an Applicant submits in reply to the Funding Agency’s RoI. It comprises the RoI Form. |
| Registration of Interest | The Funding Agency’s call for Registrations of Interest comprises this RoI Form (including the RoI-Terms) and any other schedule, appendix or document attached to RoI, and any subsequent information provided by the Funding Agency to Applicants through the Funding Agency’s Point of Contact or TEC’s website. |
| RoI | Means the Funding Agency’s call for Registrations of Interest. |
| RoI Form | The form and declaration prescribed by the Funding Agency and used by an Applicant to respond to the RoI, duly completed and submitted by an Applicant as part of its Registration. |
| RoI Process, Terms and Conditions (shortened to RoI-Terms) | The Process, Terms and Conditions that apply as described in Section 9 of this document. These may be varied subsequent to the release of the RoI by the Funding Agency on giving notice to Applicants. |
| RoI-Terms | Means the Process, Terms and Conditions that apply to this Registration of Interest Conditions as described in Section 9 of this document. |