

MBIE's funding policies, terms and conditions

By submitting an application, you are accepting and agreeing to MBIE's funding policies, terms and conditions. Neither this funding opportunity, nor any contract resulting from the invitation process is intended to create a partnership, employment, or agency agreement between MBIE and the Applicant.

Funding policies

Our funding policies show our commitment to:

- everyone having a fair and equal opportunity to participate in the science system to their fullest potential, and
- ensuring that all science data generated through its investments meets minimum expectations of good data management and public availability.

For more see our web page [Agencies, policies and budget initiatives](#).

Funding terms and conditions

1. General

- 1.1 The terms and conditions are non-negotiable and do not require a response. Each applicant that submits a proposal (hereafter referred to as "you") will be deemed to have agreed to the Call for Proposals terms and conditions without reservation or variation.

2. Investigations and reliance on information

- 2.1 You must examine this Call for Proposals and any documents referenced by this Call for Proposals and carry out all necessary investigations before submitting a proposal. If you are in doubt as to the meaning of any part of this Call for Proposals, you must set out in your proposal the interpretation and any assumptions you used.
- 2.2 MBIE will not be liable (in contract or tort, including negligence, or otherwise) to anyone who relies on any information provided by or on behalf of MBIE in or in connection with this Call for Proposals.

3. Reliance by applicants

- 3.1 All information contained in this Call for Proposals or given to you by MBIE is for the purpose of allowing you to prepare your proposal. MBIE has endeavoured to ensure the integrity of such information. However, it has not been independently verified and may not be up to date.

4. Reliance by MBIE

- 4.1 MBIE may rely upon all statements you make in your proposal and in correspondence or negotiations with MBIE or its representatives. If a proposal is funded by MBIE, any such statements may be included in a funding contract.
- 4.2 You must ensure all information you provide to MBIE is complete and accurate. MBIE is under no obligation to check any proposal for errors, omissions, or inaccuracies. You must notify MBIE promptly upon becoming aware of any errors, omissions, or inaccuracies in your proposal or in any additional information you provide.

5. Inducements

- 5.1 You must not directly or indirectly provide any form of inducement or reward to any assessment panel member, officer, employee, advisor, or other representative of MBIE in connection with this Call for Proposals.
- 5.2 Business-as-usual communications (relating to funding under existing arrangements between MBIE and your organisation) will be maintained with the usual contacts. However, during the Call for Proposal process, you must not use business-as-usual contacts to solicit or discuss details of this Call for Proposals or any application you have, or intend to, submit, with any person at MBIE or its agents, including the assessment panel members.

6. Ownership and intellectual property

- 6.1 This Call for Proposals and any other documents MBIE provides to you remain the property of MBIE. All copyright and other rights in this Call for Proposals and in any other documentation or information provided to you or any other person by or on behalf of MBIE in connection with this Call for Proposals will remain with, and belong at all times to, MBIE or its licensors.
- 6.2 MBIE may request at any time the immediate return of all documents supplied and any copies made of them. You must comply with any such request in a timely manner.
- 6.3 Any proposals or information you supply to MBIE will become the property of MBIE and may not be returned to you. Ownership of the Intellectual Property rights in a proposal does not pass to MBIE. However, in submitting a proposal, you grant MBIE a non-exclusive, non-transferable, perpetual licence to retain, use, disclose, and copy your proposal for any purpose related to this Call for Proposals process.
- 6.4 By submitting a proposal, you warrant that the provision to MBIE of the information contained in your proposal, and MBIE's use of it for the evaluation of your proposal and for any resulting negotiation, will not breach any third-party intellectual property rights.

7. Confidentiality

- 7.1 You and MBIE will each take reasonable steps to protect Confidential Information and, subject to paragraph 7.3, 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.
- 7.2 You and MBIE may each disclose Confidential Information to any person who is directly involved in the Call for Proposals 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 Call for Proposals.
- 7.3 You acknowledge that MBIE's obligations under paragraph 7.1 are subject to requirements imposed by the Official Information Act (OIA) 1982, the Privacy Act 2020, parliamentary and constitutional convention and any other obligations imposed by law. Where MBIE receives an OIA request that relates to your Confidential Information, MBIE will consult with you and may ask you to explain why the information is considered by you to be confidential or commercially sensitive.

8. The proposal process

- 8.1 Despite any other provision in this Call for Proposals, MBIE reserves the following rights:
 - MBIE may amend, suspend, cancel and/or re-issue the Call for Proposals or any part of the Call for Proposals.
 - MBIE may make any material change to the Call for Proposals (including any date) on the condition that you are given a reasonable time within which to respond to the change.
 - In exceptional circumstances, MBIE may accept a late proposal where it considers that there is no material prejudice to other applicants.

- MBIE may waive irregularities or requirements in or during the Call for Proposals process where it considers it appropriate and reasonable to do so.
- Your proposal may not be approved for funding.
- All or any proposal(s) may be rejected.
- Your proposal may be accepted in whole, or in part.
- Any information you provide to MBIE with your proposal may be retained or destroyed.
- Clarification may be sought from any applicant(s) in relation to any matter in connection with the Call for Proposals process.
- Any applicant(s) may be contacted, which may be to the exclusion of any other applicant(s), at any time before or after the approval (if any) of proposal(s).
- MBIE may reject, or not consider further, any documentation related to your proposal that may be received from you, unless it is specifically requested.
- This Call for Proposals process may be run in such manner as MBIE may see fit.

9. No contractual obligations created

- 9.1 No contract or other legal obligations arise between you and MBIE out of or in relation to this Call for Proposals or Call for Proposals process, until a formal written contract (if any) is signed by both you and MBIE.
- 9.2 This Call for Proposals do not constitute an offer by MBIE to provide funding or enter into any agreement with you. The call for and receipt of proposals does not imply any obligation on MBIE to contract any funding requested in your proposal. MBIE will not be bound in any way until a formal written contract is executed.
- 9.3 MBIE makes no representations nor gives any warranties in this Call for Proposals.
- 9.4 Any verbal communications made during the Call for Proposals process will not be binding on MBIE and are subject to the terms of this Call for Proposals.

10. No process contract

- 10.1 Despite any other provision in this Call for Proposals or any other document relating to this Call for Proposals, the issue of this Call for Proposals does not legally oblige or otherwise commit MBIE to proceed with or follow the process outlined in this Call for Proposals or to assess your proposal or enter into any negotiations or contractual arrangements with you.
- 10.2 For the avoidance of doubt, this Call for Proposals process does not give rise to a process contract.

11. Exclusion of liability

- 11.1 Neither MBIE nor any assessment panel members, officers, employees, advisers or other representatives will be liable (in contract or tort, including negligence, or otherwise) for any direct or indirect damage, expense, loss or cost (including legal costs) incurred or suffered by you, your affiliates or any other person in connection with this Call for Proposals process, including without limitation:
- the assessment process
 - the preparation of any proposal
 - any investigations of or by any applicant
 - concluding any contract
 - the acceptance or rejection of any proposal
 - the suspension or cancellation of the process contemplated in this Call for Proposals, or
 - any information given or not given to any applicant(s).

- 11.2 By participating in this Call for Proposals process, you waive any rights you may have to make any claim against MBIE. To the extent that legal relations between MBIE and you cannot be excluded as a matter of law, the liability of MBIE is limited to \$1.
- 11.3 Nothing contained or implied in or arising out of this Call for Proposals or any other communications to any applicant shall be construed as legal, financial, or other advice of any kind.

12. Costs and expenses

- 12.1 MBIE is not responsible for any costs or expenses incurred by you in the preparation of an application.

13. Governing law and jurisdiction

- 13.1 This Call for Proposals will be construed according to, and governed by, New Zealand law and you agree to submit to the exclusive jurisdiction of New Zealand courts in any dispute concerning this Call for Proposals or any proposal.

14. Disclosure of information

- 14.1 MBIE may make public the following information:

- The proposal title
- The name of the successful Host (the Contracting organisation)
- The names of all sub-contracting organisations
- The public statement (as provided in the proposal)
- The public statements in the reports (if funded)
- The total amount of funding provided, and a breakdown of funding by financial year
- The contract number (if funded)
- The contract start and end dates (if funded)
- The contract status (if funded)
- Any Australian and New Zealand Standard Research Classification (ANZSRC) codes provided in your application (if funded)
- The name(s) of the Principal Investigator(s) unless the Contractor or individual has requested these remain confidential.
- The NZ Government appropriation that the funding is sourced from
- The investment round title from which the investment was made

- 14.2 You must not release any media statement or other information relating to the process outlined in this Call for Proposals, or the submission or approval of any proposal to any public medium without providing sufficient advance Notice to MBIE.