# Variation Proposal Template - Endeavour Fund 2026 Contract Extension Round

This template is for you to use before submitting your variation proposal online in Pītau – our investment management system.

For information about this funding opportunity, see our [web pages](https://www.mbie.govt.nz/science-and-technology/science-and-innovation/funding-information-and-opportunities/investment-funds/endeavour-fund/).

By submitting a variation proposal, you are agreeing to [MBIE’s funding policies, terms and conditions](#_MBIE’s_funding_policies,).

You are responsible for ensuring that all parties cited in your variation proposal have:

1. confirmed their personal details and the nature and level of their involvement in the work described in the proposal is correct
2. read and accepted the terms and conditions of submitting a proposal and the information we may make public.

**Variation Proposal submission requirements**

* Adhere to all guidelines on formatting, CVs, and word limits (includes words used in tables). Proposals that do not comply with these guidelines may be declared ineligible.
* Use this template to complete your proposal in MS WORD and then copy the content into Pītau, our online Investment Management System.
* To access Pītau you will first need a [RealMe](https://www.realme.govt.nz/) account. Once you have a RealMe account, contact your Research Office to get access to Pītau. If you don’t have a Research Office, please contact [imssupport@mbie.govt.nz](mailto:imssupport@mbie.govt.nz)
* If you require access, liaise with your Organisation Administrators.
* Respond to all questions and use sub-headings if appropriate to improve readability.
* Do not use images, graphs, or hyperlinks unless asked to.

**Timeframe**

The Pītau portal is open for you to submit your variation proposal from **1 October 2025 until 12 noon, 3 December 2025**.

We need you to submit a draft proposal by **noon 12 November 2025** for us to check data accuracy. This check ensures we have all the correct information required for a contract variation if your proposal is successful.

* This requires you to answer all sections. However, in section 2 (Proposal) you can put placeholder answers and go back and edit them after the check.
* Once submitted as a draft, IMS Support will check your draft submission. Applicants should expect to hear back within 8 business days to confirm the check is complete or to provide instructions on any rework required.
* Then you can carry on completing and submitting your final variation proposal.

Any change to these dates will be notified via email and published on MBIE’s website.

**Entering and submitting a variation proposal in Pītau for the contract extension round**

The extension round is like a variation to an existing contract and this year will be done through the reporting section of Pītau rather than submitting a new proposal. Below are instructions on how to locate the right place in Pītau to submit your variation proposal.

* Click **Contracts**
* Find your contract (search if required, by Contract number)
* Under the contract, click **Reporting** tab
* Find the available report, which should have an external status of “Open”
* This will be named “CONTRACT NUMBER – END26 – Variation Proposal”
* Click **Start** to open - ‘External Status’ will change to “Draft”
* **Submit** a draft to us for check
  + This will change ‘External Status’ to“Submitted to MBIE”
* Once checked by IMS Support and returned for rework, ‘External Status’ will change to “In rework”
  + A comment box with ‘Reasons for Rework’ will be available top right corner of the page, next to the Title and download button. It will indicate whether amendments are required.
  + IMS Support will send you an email with confirmation of the check or instructions for rework. The ‘External Status’ will remain as “In rework” until re-submitted.

### Contact information

Application queries: [endeavour@mbie.govt.nz](mailto:endeavour@mbie.govt.nz)

Pītau queries: [imssupport@mbie.govt.nz](mailto:imssupport@mbie.govt.nz) or Phone: 0800 693 778 (Monday to Friday, 8:30am to 4:30pm)

You can also [subscribe](https://confirmsubscription.com/h/r/518BD57FB2880987) to our Alert e-newsletter.

### Section 1: Key Information

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| * 1. **End Date**   The end date for all extensions will be 30 Sept 2027 and cannot be changed. You will not be asked for this information.  30/09/2027 |
| * 1. **Eligibility**   Confirm that your application meets the eligibility criteria set out in the [Gazette Notice](https://gazette.govt.nz/notice/id/2025-go3679):  Proposals must:   * be made by a New Zealand-based Research Organisation or a New Zealand-based legal entity representing a New Zealand-based Research Organisation * be submitted by a currently contracted recipient of Endeavour Fund funding whose current work programme agreement was, as at the date of signing of the work programme agreement, due to end on 30 September 2026 and propose a 12 month extension to that work programme agreement * be for research, science or technology, or related activities, the majority of which are to be undertaken in New Zealand, unless the Science Board considers that there are compelling reasons to consider the proposals, despite the amount of research, science or technology or related activities being proposed to be undertaken overseas * not benefit a Russian state institution (including but not limited to support for Russian military or security activity) or an organisation outside government that may be perceived as contributing to the war effort * meet any applicable timing, formatting, system or other similar administrative requirements imposed by MBIE in supplying administrative services to the Science Board under section 10(7) of the RS&T Act 2010 * advise that the proposed funding recipient will, and the Science Board is of the view that it can, adhere to the terms and conditions of funding set out in an investment contract determined by the Science Board * not be for activities already funded elsewhere * be made by an applicant who is not in breach of the relevant contracted work programme agreement.   In addition to the above criteria, to be eligible, research proposals can include some out-of-scope research outcomes (health, defence and expanding knowledge) and remain eligible, as long as the sum of these outcomes is 49% or less of the proposal’s outcomes.  Please note that applications determined to be ineligible by the Science Board cannot be awarded funding.  Does your application meet all these criteria? Yes/No |
| * 1. **Update to Public Statement (280 words maximum)**   Please provide an update to your original Public Statement, incorporating your extension plan.  The Public statement should capture the essence of your research and be understandable by a wider audience. This information may be used for media purposes. If available, provide, publishable contact details that can be used by members of the public and/or the media. We recommend using a generic email address, e.g. using the format [admin@organisation.co.nz](mailto:admin@organisation.co.nz).  **The statement is not used for assessment purposes.**  The public statement, the host organisation and the principal investigator(s) will be published on MBIE's website if your proposal is funded *(see Disclosure of Information at the end of this document)*.  Do not include confidential information, references, hyperlinks, images, video or audio files.  **Enter your answer here...** |

### Section 2: Proposal

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| **2.1 Propose a plan for a 12-month extension of your contract (300 words maximum)**  Outline what you propose to do and what activities would be undertaken.  Consider this an opportunity to realise the ‘future work’ which results from your work in progress.  Noting that this contract extension must align with the purposes of the Endeavour Fund, this should cover:  • research activities such as expanding on a scientific approach or new discovery not yet developed  • and implementation activities such as engagement with end users or development of proof of concepts.  The intent is the proposal should be a logical and feasible extension of the existing work programme and retains the existing team wherever possible.  Please make use of referencing to *3.1 Work Programme* where this is appropriate.  Enter your answer here... |
| * 1. **Explain how your proposed plan relates to your existing contracted work programme.**   **Describe any significant changes to:**   * **Science excellence** * **Team excellence** * **Impact Benefit** * **Impact Pathway**   The intent is the proposal should be a logical and feasible extension of the existing work programme and retains the existing team wherever possible. Confirm that your proposal aligns as a logical and feasible extension of your existing work programme. If your plan deviates from a logical extension of the current programme, explain why and how.  Specify who will carry out the work. If the team differs from the current contract, justify the changes based on the proposed activities.  Describe any material deviations to planned impact benefit and pathway and where these deviations were informed by learnings from the existing contract.  You must address each of the below Science Excellence, Team Excellence, Impact Benefit and Impact Pathway. For each section, if no significant changes are expected, please state “no significant change has occurred” and a brief 1-2 sentences confirming to that effect.  **Science Excellence (150 words maximum)**  Enter your answer here…  **Team Excellence (150 words maximum)**  Enter your answer here…  **Impact Benefit (150 words maximum)**  Enter your answer here…  **Impact Pathway (150 words maximum)**  Enter your answer here… |
| * 1. **Explain why you are confident you can deliver your plan by 30 September 2027 (300 words maximum)**   The proposal should be a logical and feasible extension of your contracted work programme, to be completed by 30 September 2027. Provide assurance that this can be achieved through references to team, resources, and scope or scale of activities. Applicants need to consider completion of the existing contract, where appropriate, and to clearly outline any overlaps in the workplan and resources between the current contract and the extension. Where applicable, consider how to balance a contract that is already considered ambitious with ability to deliver future work.  Confirm you are comfortable that you have assessed possible risks and have mitigation measures in place. Where there is student involvement, identify how they will be managed appropriately such that deliverables are not tied to inexperienced personnel. It is expected that the extension is designed so any personnel, including students, will be available to commence work on 1 October 2026.  Enter your answer here… |
| * 1. **Explain how your proposed plan aligns to the Endeavour 2025-2027 Investment Plan (300 words maximum)**   You must include how your proposal aligns to the Investment signals in the Investment Plan. Identify how your proposal aligns other Government Priorities and/or the Vision Mātauranga Policy (if applicable). Please note that not all proposals will align with any, or all, Investment Signals.  Enter your answers here… |

### Section 3: Work Programme

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| **3.1 Work Programme**  Please provide new Work Programme items for your proposed 12-month extension plan, including two or more Deliverables and for each Deliverable, two or more Tasks.  All items are new, and not modifications of existing items. Where items relate to an existing contracted Deliverable or Task, you may adapt existing titles and include new details within the description.  A Deliverable is a scientific question or hypothesis that will be answered or a specific objective that will be delivered by the proposed research. A Task is a research or related activity that, if not delivered, will significantly affect the achievement of the research and are defined events/milestones, not incremental progress.  Deliverables and Tasks must be measurable and achievable within the term of the contract. Start and end dates must be between 1 October 2026 and 30 Sept 2027.  **Please provide your Deliverables and Tasks in the tables below. You must provide 2 or more Deliverables, and each Deliverable must have 2 or more Tasks. Please number Deliverables a single integer from 1 (i.e. 1, 2, 3) with Task number(s) linked to relevant Deliverable (i.e. Task 1.1 and 1.2 or Task 2.1 and 2.2).**   |  |  | | --- | --- | | **Deliverable 1** | | | **Title** |  | | **Description** |  | | **Start date** |  | | **End date** |  | | **Task 1.1** | | | **Title** |  | | **Description** |  | | **Start date** |  | | **End date** |  | | **Task 1.2** | | | **Title** |  | | **Description** |  | | **Start date** |  | | **End date** |  |  |  |  | | --- | --- | | **Deliverable 2** | | | **Title** |  | | **Description** |  | | **Start date** |  | | **End date** |  | | **Task 2.1** | | | **Title** |  | | **Description** |  | | **Start date** |  | | **End date** |  | | **Task 2.2** | | | **Title** |  | | **Description** |  | | **Start date** |  | | **End date** |  |   **Add more tables if needed.** |

### Section 4: Financial Information

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| **4.1 Requested Funding**  Please provide the funding requested to resource your 12-month extension. This amount cannot be more than the value of the final 12-months (final project year) (as at award of your original Work Programme Agreement. Please note MBIE uses a flat funding model so this is equivalent to Funding Requested divided by term (years) at award of the existing Work Programme Agreement.  Enter your answer here in NZ$ (GST exclusive)… $ |
| * 1. **Sub-contracting Arrangements**   Subcontract funding is the amount you plan to spend on work done by other organisations to complete your proposed research.  Please provide details for all subcontractors who will be continuing with the team for the proposed extension plan. Please do not name subcontractors who will not be subcontracted in future years.  Please provide financial information as a full project year. The total value for subcontractors should equate to the subcontractor expenses line in your budget.  Enter your answers in this table   |  |  | | --- | --- | | Organisation name | $ Amount (GST excl.) | |  |  | |  |  | |  |  |   Add more rows if needed |
| * 1. **Budget/Expenses**   Please provide a budget using the excel template supplied in Pītau. Expense categories differ between contracts, so you need to choose the categories that match your contract. Once you’ve completed the excel template, please use the upload feature.  Please select the expense categories that already exist in your contract, using the dropdown list provided.  The budget amount is reflected in a per project year (12 month) period for the contract extension.The total income for 12 months must equal your total expenses.  The Budget must add up, within $1000, to the Requested Funding.  Note that the appropriation for the Endeavour Fund is a non-departmental output expense, so it cannot be used to fund capital expenditure (CAPEX). However, it can be used to meet the full overhead cost and depreciation as the Endeavour Fund funds full-cost research.  Costs should be accounted for appropriately in the budget. |

### Section 5: Key Personnel

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| **5.1 Project Team**  Please provide details in the excel template supplied in Pītau for personnel who will be continuing with the team for the contract extension. Once you’ve completed the excel template, please use the upload feature.  You must include:   * Name * Role * Organisation * FTE * Email for new individuals   This is only required for Principal Investigators/Programme Leaders, Principal Investigators/Programme Leaders - International, Key Researchers or International/Remote Key Researchers, and Key Individuals or International/Remote Key Individuals.  Please select the role type that best applies using the dropdown provided within the excel and provide FTE as a per project year (12 month) period based on the guidance below. MBIE use a flat model and will apply the FTE supplied per project year equally to the new financial year values. This will be represented in the automatically populated financial year sections of the excel template.  If an existing individual is added to the excel template with the required FTE for the project year (1/10/2026-30/09/2027), and the FTE values populated in the FY26/27 section differ from their current FTE in the contract, then the new figure will replace the existing one.  If you do not wish these values to carry through to the contract variation, please correct these within the excel template.  Please note that for FTE only 2 decimal places are valid. We do not require submission of FTEs for all other roles not listed, and for the purposes of the extension, these existing roles will be entered as 0.00 FTE for all future financial years.  If you are adding a new person to the team and a CV is mandatory for that role, you must also upload their CV in Pītau. Please use this [CV template](https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fwww.mbie.govt.nz%2Fdmsdocument%2F25174-curriculum-vitae-cv-templates-when-applying-for-funding&wdOrigin=BROWSELINK).  Key roles are defined as follows:   * **Principal Investigator/Programme Leaders** are responsible for leading the science/research and directing the programme. The Principal Investigator/Programme Leader requires at least 0.15 FTE (Full Time Equivalent) per project year. * **Key Researchers or International/Remote Key Researchers** are involved in the research and have expertise critical to success. They may be from the contracted organisation, a subcontracted agency, or a stakeholder who is providing co-funding to the research. At least one Key Researcher should be named in a minimum of one project year. * **Key Individuals or International/Remote Key Individuals** are not researchers but have a contribution critical to success, for example implementation.   Full-time equivalent (FTE) contribution and additional information   * Time per year should be expressed as a proportion of a full-time equivalent (FTE). A team member that is 0.20 FTE will contribute one day per week (20% of a week). Principal Investigator/Programme Leaders FTE must be at least 0.15 FTE per project year for validation purposes. |

### Section 6: Other Information

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| **6.1 Intellectual Property Management (560 words maximum)**  Does your proposed extension plan result in a significant change to your existing IP management plan?  Yes / No  If you answer yes, please provide the following:   * how you will identify, protect, and if appropriate, share any intellectual property generated by the research * any existing IP management plans as part of your collaboration with other organisations.   Intellectual Property refers to the creative results of the mind, from art and literary works to new inventions. Intellectual Property (IP) rights are rights over the control, management, or use of the new creation usually through one or more form of protection. Examples include copyright, trademarks, granted patents, design registrations, and know-how in a trade secret.  Depending on the Program, realising benefit may require considering effective IP management – either for lawful/ethical access to IP to perform the research, or for capitalisation/dissemination of the results.  If the Science Board decides to fund your proposal, you will be required to comply with the Science Investment Contract - Principles 1-3 in Appendix 2.  You may include images but not hyperlinks, video, or audio files.  Enter your answer here… |
| * 1. **Special Ethical and Regulatory Requirements (150 words maximum)**   Does your proposed extension plan result in any new special ethical or regulatory requirements?  Yes / No?  If you answer Yes, please describe these requirements and include any significant safety issues.  If you require approvals for your extension plan and these have not yet been obtained, tell us how and when you expect to do so. If you require ethical or regulatory approvals but these exist as a function of the existing contract, please state ‘Already in place’.  You are responsible for meeting all ethical and regulatory requirements relating to your proposed research. Any costs associated with fulfilling these requirements should be included in your budget (under Other Expenditure). If delays are incurred through failure to gain or initial the necessary approvals, funding may be withheld, withdrawn or renegotiated.  Enter your answer here… |
| * 1. **Tūhoe service management plan**   Under protocol 2 of the [Ngāi Tūhoe: He Tapuae: Service Management Plan (www.govt.nz)](https://www.govt.nz/assets/Documents/OTS/Ngai-Tuhoe/Ngai-Tuhoe-he-tapuae-service-management-plan-july-2021.pdf) (pg. 15), MBIE has an obligation to ensure that research which impacts Tūhoe marae or groupings of Tūhoe peoples has received the necessary endorsement from Te Uru Taumata (Tūhoe Tribal Authority).  Under protocol 2 of the [Ngāi Tūhoe: He Tapuae: Service Management Plan (www.govt.nz)](https://www.govt.nz/assets/Documents/OTS/Ngai-Tuhoe/Ngai-Tuhoe-he-tapuae-service-management-plan-july-2021.pdf) (pg. 15), MBIE has an obligation to ensure that Tūhoe whānau or marae seeking funding from MBIE have received the necessary endorsement from Te Uru Taumata (Tūhoe Tribal Authority).  MBIE expects that all Endeavour Fund applicants comply with these obligations where applicable.  **Have you received endorsement for your research from Te Uru Taumata? Yes/No/Not applicable** |
| * 1. **Conflicts of Interest**   **Investment Managers from MBIE's Science System Investment Performance branch will be performing an internal assessment, with further assessment and decisions by the Science Board.**  **Please declare and include an explanation of any perceived conflicts of interest with members of the Science Board or employees of MBIE.**  Enter your answer here… |

## 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 polices 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](https://www.mbie.govt.nz/science-and-technology/science-and-innovation/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.

1. 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.

1. 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.

1. 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.

1. 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.

1. 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.

1. 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.

1. 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 change the title (in consultation with the applicant).
* 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.

1. 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.

1. 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.

1. 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.

1. Costs and expenses

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

1. 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.

1. 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.

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.