

PART E APPENDICES

Host institution:



PART E: APPENDICES

1. Terms and Conditions

By submitting a Proposal the Respondent accepts that it is bound by the Terms and Conditions (RFP Terms) contained in this Part E Appendix 1.

1.1 Conflict of Interest

- a) Each Respondent must complete the Conflict of Interest declaration and immediately inform our Point of Contact should a Conflict of Interest arise during the RFP process. A material Conflict of Interest may result in the Respondent being disqualified from participating further in the RFP process.

1.2 Ethics

- a) Respondents must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of the Challenge Contractor or the Assessment Panel relation to the RFP. A Respondent who attempts to do anything prohibited by this paragraph may be disqualified from participating further in the RFP process.

1.3 Confidential Information

- a) The Challenge Contractor and the Respondent will each take reasonable steps to protect Confidential Information and, subject to paragraph 1.3(b), 1.3(c) and 1.3(d), 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.
- b) The Challenge Contractor and Respondent may each disclose Confidential Information to any person who is directly involved in the RFP 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 RFP process.
- c) The Challenge Contractor may also disclose the Respondent's Confidential Information to the Ministry of Business, Innovation and Employment (MBIE) for the purposes of meeting its reporting and audit obligations under its Funding Agreement with MBIE. Where disclosure to MBIE is required under this clause, the Challenge Contractor shall take reasonable steps to ensure the Respondent's Confidential Information is marked 'confidential' or 'commercially sensitive'.
- d) Respondents acknowledge that the Challenge Contractor's obligations under paragraph 1.3(a) are subject to requirements imposed by the Official Information Act 1982 (OIA). Where the Challenge Contractor receives an OIA request that relates to Confidential Information of a Respondent or their Industry Partner, the Challenge Contractor will consult with the Respondent and may ask the Respondent to explain why the information is considered by the Respondent to be confidential or commercially sensitive.

1.4 Costs of participating in the RFP process

- a) Each Respondent will meet its own costs associated with the preparation and presentation of its Proposal and any negotiations.

1.5 Ownership of documents

- a) The RFP and its contents remain the property of the Challenge Contractor. All Intellectual Property rights in the RFP remain the property of the Challenge Contractor or its licensors. The Challenge Contractor may request the immediate return or destruction of any or all RFP documents and any copies. Respondents must comply with any such request in a timely manner.
- b) All documents forming the Proposal will, when delivered to the Challenge Contractor, become the property of the Challenge Contractor. Proposals will not be returned to Respondents at the end of the RFP process.
- c) Ownership of Intellectual Property rights in the Proposals remain the property of the Respondent or its licensors. However, subject to the confidentiality obligations in clause 1.3, the Respondent grants to the Challenge Contractor a non-exclusive, non-transferable, perpetual licence to retain, use, copy and disclose information contained in the Proposal for any purpose related to the RFP process.

1.6 No binding legal relations

- a) Neither the RFP, nor the RFP process, creates a process contract or any legal relationship between the Challenge Contractor and any Respondent, except in respect of:
 - i. the Respondent's Declaration in its Proposal
 - ii. the Respondent's statements, representations and/or warranties in its Proposal and in its correspondence and negotiations with the Challenge Contractor
 - iii. the RFP Terms.
- b) Except for the legal obligations set out in paragraph 1.6(a) no legal relationship is formed between the Challenge Contractor and any Respondent.

1.7 Elimination

- a) The Challenge Contractor may exclude a Respondent from participating in the RFP if the Challenge Contractor has evidence of any of the following:
 - i. the Respondent has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the RFP
 - ii. the Respondent has failed to comply with our Review and Assessment Process or our Additional Requirements
 - iii. the Proposal contains a material error, omission or inaccuracy
 - iv. the Respondent is in bankruptcy, receivership or liquidation
 - v. the Respondent has made a false declaration
 - vi. the Respondent has been convicted of a serious crime or offence

- vii. there is professional misconduct or an act or omission on the part of the Respondent which adversely reflects on the integrity of the Respondent.

1.8 Challenge Contractor's additional rights

- a) Despite any other provision in the RFP the Challenge Contractor may, on giving due notice to Respondents:
 - i. amend, suspend, cancel and/or re-issue the RFP, or any part of the RFP
 - ii. make any material change to the RFP (including any change to the Requirements) on the condition that Respondents are given a reasonable time to respond to the change.
- b) Despite any other provision in the RFP the Challenge Contractor may:
 - i. accept or reject any Proposal, or part of a Response Form
 - ii. accept or reject any non-compliant, non-conforming or alternative Proposal
 - iii. liaise or negotiate with any Respondent without disclosing this to, or doing the same with, any other Respondent
 - iv. provide or withhold from any Respondent information in relation to any question arising in relation to the RFP. Information will usually only be withheld if it is deemed unnecessary, is commercially sensitive to a Respondent, is inappropriate to supply at the time of the request or cannot be released for legal reasons
 - v. waive irregularities or requirements in or during the RFP process where it considers it appropriate and reasonable to do so.

1.9 New Zealand law

- a) The laws of New Zealand shall govern the RFP and each Respondent agrees to submit to the exclusive jurisdiction of the New Zealand courts in respect of any dispute concerning the RFP or the RFP process.

1.10 Disclaimer

- a) The Challenge Contractor 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 Respondent or any other person in respect of the RFP process.
- b) Nothing contained or implied in the RFP, or RFP process, or any other communication by the Challenge Contractor to any Respondent shall be construed as legal, financial or other advice. The Challenge Contractor has endeavoured to ensure the integrity of such information. However, it has not been independently verified and may not be updated.
- c) To the extent that liability cannot be excluded, the maximum aggregate liability of the Challenge Contractor, its agents and advisors is \$1.

1.11 Precedence

- a) Any conflict or inconsistency in the RFP shall be resolved by giving precedence in the following descending order:
 - i. RFP Terms
 - ii. all other Sections of this RFP document

- iii. any additional information or document provided by the Challenge Contractor to Respondents through the Challenge Contractor's Point of Contact.
- b) If there is any conflict or inconsistency between information or documents having the same level of precedence the later information or document will prevail.

2 Definitions

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

Term	Meaning
Additional Requirements	Our requirements specified in Part A Section 6
Background IP	Background IP means Intellectual Property of a party that exists at the time of entering into a Project or is acquired or developed independently of a Project
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.
Business Case Assessment Criteria	Our requirements specified in Part A Section 4
Challenge	Means the <i>High-Value Nutrition National Science Challenge</i>
Challenge Contractor	Means the University of Auckland in its capacity as Challenge Contractor for the Challenge
Challenge Member	For the purposes of this RFP means the Malaghan Institute and the parties to the Collaboration Agreement, namely the University of Auckland, University of Otago, AgResearch Limited, Massey University and the New Zealand Institute for Plant and Food Research Limited
Confidential Information	Information that: <ul style="list-style-type: none"> a. is by its nature confidential b. is marked by either the Challenge Contractor or a Respondent as 'confidential', 'commercially sensitive', 'sensitive', 'in confidence', 'top secret', 'secret', 'classified' and/or 'restricted' c. is provided by the Challenge Contractor, a Respondent, or a third party in confidence d. the Challenge Contractor or a Respondent knows, or ought to know, is confidential. <p>Confidential information does not cover information that is in the public domain through no fault of either the Challenge Contractor or a Respondent.</p>
Conflict of Interest	A Conflict of Interest arises if a Respondent's personal or business interests or obligations do, could, or be perceived to, conflict with its obligations to the Challenge Contractor under the RFP. It means that the Respondent's independence, objectivity or impartiality can be called into question. A Conflict of Interest may be: <ul style="list-style-type: none"> a. actual: where the conflict currently exists b. potential: where the conflict is about to happen or could happen, or c. perceived: where other people may reasonably think that a person is compromised.
Contestable Fund	Means the fund established through the Challenge and includes the Core Fund, the Māori Food and Beverage Innovation Fund and the Emerging Food and Beverage Innovation Fund
Core Fund	The portion of the Contestable Fund that is not allocated to the Māori Food and Beverage Innovation Fund and the Emerging Food and Beverage Innovation Fund
Co-Funding	Cash and In-Kind contributions by an Industry Partner to a Project
Deadline for Proposals	The due date for Proposals as listed in the Key Information in this RFP
Development Grant	Means a Development Grant funded through the Māori Food and Beverage Innovation Fund or the Emerging Food and Beverage Innovation Fund
Development Grant Proposal	Means a Proposal submitted by an Eligible Respondent for a Development Grant
Eligible Respondent	Means a Respondent that meets the eligibility criteria set out in this RFP to receive a Grant from a Fund

Emerging F&B Innovation Fund	The \$1M Fund established to meet the objectives described in Section 1 of Part A and with the eligibility and assessment criteria described in this RFP.
Emerging F&B Product	F&B product with the characteristics described in the Emerging Growth Opportunities in New Zealand Food & Beverage report (MBIE, 2018)
Emerging F&B Organisation	An organisation that is growing/producing, manufacturing or otherwise representing an Emerging F&B Product
Enabling Programmes	Means the Consumer Insights and Science of Food programmes
Expression of Interest	Means an expression of interest submitted for the Māori or Emerging F&B Innovation Funds in accordance with the Flexible Process
Feasibility Study	Has the meaning in Part A Section 2.2
Flexible Process	The process for submitting a Proposal for the Māori and Emerging F&B Innovation Funds whereby Eligible Respondents can elect to submit an Expression of Interest prior to submitting a Full Proposal.
Full Proposal	Means a Research Grant Proposal or a Development Grant Proposal, but excludes an Expression of Interest
Full Study	Has the meaning in Part A Section 2.2
Fund	Means the Core Fund, the Māori Food and Beverage Innovation Fund and the Emerging Food and Beverage Innovation Fund
Grant	Means a Research Grant or Development Grant funded through the Contestable Fund
GST	The goods and services tax payable in accordance with the New Zealand Goods and Services Tax Act 1985.
Health Priority Research Programmes (PRPs)	Means the four priority research programmes funded by the Challenge outside the Contestable Fund for the delivery of research across the Priority Health Areas
Industry Agreement	The collaboration agreement entered into by the Research Organisation and their Industry Partner(s) in accordance with our Additional Requirements
Industry Business Case	The business case submitted by an Industry Partner in support of a Research Grant Proposal
Industry Partner	Means the F&B business identified in a Research Grant Proposal as the industry partner
Intellectual Property	Intellectual Property means industrial and intellectual property of any kind, whether or not in a material form, including but not limited to:(a) copyrights (excluding those in academic articles), trade mark rights, design rights, all rights relating to confidential information, and patents (or equivalent in any jurisdiction), any right to apply for registration of any such intellectual property rights anywhere in the world, any right to claim priority under international convention for any such applications and all rights conferred by such industrial or intellectual property when registered or granted; and (b) all rights to and in any processes, formulae, designs, reports, drawings, circuit layouts, specifications, software, blue prints, know-how, experiences, characteristics, inventions, discoveries, research data.
IP Management Plan	The intellectual property management plan negotiated and agreed by the Respondent, their Sub-Subcontractors (if relevant) and Industry Partner(s) that forms part of the Subcontract with the Challenge Contractor and sets out, amongst other things, the arrangements for the ownership, management and commercialisation of Project IP
Māori F&B Innovation Fund	The \$2M Fund established to meet the objectives described in Section 1 of Part A and with the eligibility and assessment criteria described in this RFP.
Māori Organisation	An organisation that identifies itself as Māori and uses (or wishes to use) research, science and technology or related activities
Mātauranga Māori	Has the meaning set out in the Waitangi Tribunal report on the Wai 262 Claim (Ko Aotearoa Tēnei)

Mission	The Mission of the Challenge is to grow the science excellence and knowledge New Zealand needs to create and deliver food to the world that people choose to stay healthy and well
Pilot Study	Has the meaning in Part A Section 2.2
Point of Contact	The Challenge Contractor and each Respondent are required to appoint a Point of Contact. This is the channel to be used for all communications during the RFP process. The Challenge Contractor's Point of Contact is identified in the Key Information. The Respondent's Point of Contact is identified in its Proposal
Priority Health Areas	Means Digestive, Metabolic, Immune and Infant Health
Project	Includes Research delivered under a Research Grant and activity that is delivered under a Development Grant
Project IP	Project IP means all Intellectual Property and proprietary information pertaining to material brought into existence or required to be brought into existence as part of or for the purposes of implementing a Project, but does not include any Background IP.
Proposal	The proposal a Respondent submits in reply to the RFP. For a Research Grant it comprises the Research Plan and Business Case. For a Development Grant it comprises the Development Grant Proposal. For all Grants, the proposal includes Respondent's bid, financial and pricing information and all other information submitted by a Respondent.
Request for Proposals (RFP)	The RFP comprises this RFP document (including the RFP Terms) and any other schedule, appendix or document attached to this RFP, and any subsequent information provided by the Challenge Contractor to Respondents through the Challenge Contractor's Point of Contact.
RFP Terms	Means the RFP Terms and Conditions as described in Part C Appendix 1
Requirements	The background, assessment criteria and requirements outlined in Part A
Research	Means the research project and associated research services that are the subject of a Research Grant Proposal
Research Grant	Means a Seed Grant, Explorer Grant, Project Grant or Programme Grant that is funded through the Contestable Fund
Research Grant Proposal	Means a Proposal submitted by an Eligible Respondent for a Research Grant
Research Organisation	An organisation that has sufficient internal capability for carrying out research, science or technology, or related activities
Respondent	A person, organisation, business or other entity that submits a Proposal in response to this RFP. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives.
Review and Assessment Process	The approach used by the Challenge Contractor to evaluate Proposal as described in Section A.7.
Single-Step Process	The process for submitting a Proposal for the Core Fund requiring Eligible Respondents to submit a Full Proposal to be considered for funding.
Subcontract	The subcontract agreement between the Challenge Contractor and the Successful Respondent that must be executed before the Grant can be initiated
Sub-subcontract	The sub-subcontract agreement between the Successful Respondent and other organisations required for the delivery of the Project and identified in the Proposal or otherwise approved by the Board
Successful Respondent	A Respondent who has a Proposal that is supported by the Assessment Panel and approved by the Board in accordance with the Review and Assessment Process
Taonga Species	Has the meaning set out in the Waitangi Tribunal report on the Wai 262 Claim (Ko Aotearoa Tēnei)

Taonga Works	Has the meaning set out in the Waitangi Tribunal report on the Wai 262 Claim (Ko Aotearoa Tēnei)
Tranche 1	The first period of funding approved for the Challenge by the Science Board for the period 1 July 2014 – 30 June 2019.
Tranche 2	The second period of funding approved for the Challenge by the Science Board for the period 1 July 2019 – 30 June 2024.

3 Budget Guidelines

Respondents must download the Budget Template from the HVN website and attach the completed budget to the final Proposal.

3.1 Budget Template Structure

The budget template includes the following sections:

TAB A: Total Budget

Respondents enter the total budget for the Project in TAB A, with a breakdown for:

- Personnel Costs
- Other People Related Costs (ACC, KiwiSaver/Superannuation, Overheads)
- Operational Costs
- Sub-Subcontractor Costs
- Industry co-funding

TAB B: Budget Allocation Table

Respondents allocate the total budget for the Project to each Objective in TAB B.

TAB C: Justification of Personnel and Operational Costs

Respondents provide a justification of personnel and operational costs requested in TAB C.

TAB D: Sub-Subcontracts (>\$50,000)

A detailed budget is required for Sub-Subcontracts exceeding \$50,000 and should be detailed by the Respondent in Tab D. Additional tabs should be added as required where there are multiple Sub-Subcontracts exceeding \$50,000.

3.2 Personnel Costs

Individual budget lines should be included in the Budget Template for all named and unnamed academic and professional staff of the Respondent specifying the %FTE and actual salary cost for each year of the Project. FTEs and salary costs for multiple staff should not be aggregated into a single budget line. The budget for Masters and PhD Scholarships (Stipend and Tuition Fees) (if any) should be included under Operational Costs.

Rates of salary indexation should be consistently applied across all named and unnamed academic and professional staff and should be consistent with labour market statistics published by Statistics New Zealand. As a guide, salary indexation should not exceed 2% per annum unless justified.

For Research Grants, it is expected that the costs associated with standard contract administration, project management and business development activities will be funded through institutional Overheads. Funding requested for these activities will need to be supported by a comprehensive justification detailing the non-standard and additional activity to be undertaken for the programme that cannot be completed by the core research team or funded through institutional Overheads.

3.3 Other People Related Costs

Three separate lines should be included in the Budget Template for ACC, KiwiSaver/Superannuation and Overheads of the Respondent. These expenses should be listed separately and should not be aggregated with Personnel Costs. The Overheads of the Respondent should be calculated on

Personnel Costs at the same rate agreed with the Ministry of Business, Innovation and Employment (MBIE) (if relevant).

3.4 Operational Costs

Operational Costs should be expressed as estimated direct costs only (exclusive of GST) and should not include any institutional Overheads. Contingency should be shown as a separate budget line (where required). To enable comparison across proposals the budget for Operational Costs should be separated into the following categories.

- A. Casual Staff
- B. Consumables (inc. Lab Chemicals and Supplies)
- C. Contingency
- D. Dissemination (Conferences and Publications)
- E. F&B Product
- F. Koha
- G. Lab, Radiology and Other Analyses Fees
- H. Participant Reimbursements / Vouchers
- I. Scholarships (Stipend and Tuition Fees)
- J. Shipping / Courier
- K. Travel and Accommodation

Additional Operational Cost categories should be added where the proposed expenditure does not fall within the above categories. Operational Costs should not include any full-time or fixed-term Personnel Costs or Sub-Subcontractor costs. Independent Contractors and Consultants engaged to support the delivery of the Project should be listed as Sub-Subcontractors.

Rates of inflation should be consistently applied across all Operational Cost categories (where required) and should be consistent with Consumer Price Index (CPI) statistics published by Statistics New Zealand. As a guide, inflation should not exceed 2% per annum unless justified.

As per our Additional Requirements, it is expected that the Industry Partner will provide all F&B Product required for the Project and will fund any associated product development costs. These cash and in-kind contributions are to be shown in the Budget Template as industry co-funding.

3.5 Sub-Subcontractor Costs

The budget for each Sub-Subcontractor should be aggregated as a single budget line in TAB A (i.e. all costs for Sub-Subcontract A listed in one line, all costs for Sub-Subcontract B listed in a separate line).

Where the proposed value of a Sub-Subcontract exceeds \$50,000 (excl GST) then a separate detailed budget is required using the format in TAB D.

All Sub-Subcontractor Personnel and Operational Costs require justification in TAB C (irrespective of value).

3.6 Industry Co-Funding

Industry cash co-funding and in-kind co-funding should be shown as separate lines in the Budget Template to reduce the total investment sought from HVN. Ensure detail of this breakdown is given in the Research Grant Business Case or Development Grant Proposal.

4 CV Template

New Zealand Standard Curriculum Vitae Template

Rows and columns may be expanded or reduced, but a CV must be no more than two pages for part 1 and no more than three pages for part 2. Use Arial 12 point font. Do not alter page margins. Instructions in italics should be deleted before you submit your CV.

PART 1

1a. Personal details				
Full name	<i>Title</i>	<i>First name</i>	<i>Second name(s)</i>	<i>Family name</i>
Present position				
Organisation/Employer				
Contact Address				
				Post code
Work telephone			Mobile	
Email				
Personal website (if applicable)	http://			

1b. Academic qualifications

Delete and start typing here. List in reverse date order. Start each qualification on a new line as per the example:

e.g. Year conferred, qualification, discipline, university/institute.

1c. Professional positions held

Delete and start typing here. List in reverse date order. Start each position on a new line as per the example:

e.g. Year-year, job title, organisation.

1d. Present research/professional speciality

Delete and start typing here.

1e. Total years research experience

years

List any significant interruptions to your career (e.g. sickness, parental leave). Delete and start typing here.

1f. Professional distinctions and memberships (including honours, prizes, scholarships, boards or governance roles, etc)

Delete and start typing here. List in reverse date order. Start each professional distinction on a new line as per the example:

e.g. Year / year-year, distinction.

1g. Total number of peer reviewed publications and patents	Journal articles	Books	Book chapters, books edited	Conference proceedings	Patents

Part 2 should include information pertinent to your research proposal. The following sections should not total more than three pages.

PART 2

2a. Research publications and dissemination

Expand/reduce the following table as needed, listing publications relevant to your proposal. List in reverse date order. **Bold** your name in lists of authors.

Peer-reviewed journal articles
Peer reviewed books
Peer reviewed book chapters, books edited
Refereed conference proceedings
Patents
Other forms of dissemination (reports for clients, technical reports, popular press, etc)

2b. Previous research work

Repeat and expand box below as necessary.

Research title:
Principal outcome:
Principal end-user and contact: