



Regional Infrastructure Fund (RIF)

Terms and conditions

General

The terms and conditions are non-negotiable and do not require a response. Each applicant that submits an application request for the Regional Infrastructure Fund (“RIF”) funding has confirmed by submitting this application that these terms and conditions are accepted without reservation or variation.

The Regional Infrastructure Fund is a government initiative which is administered by Kānoa – Regional Economic Development & Investment Unit (“Kānoa – RD”), a unit within the Ministry of Business, Innovation and Employment. Any reference to Kānoa – RD in these terms and conditions, is a reference to MBIE on behalf of the Crown.

Reliance by Kānoa – RD

Kānoa – RD may rely upon all statements made by any applicant in an application and in correspondence or negotiations with Kānoa – RD or its representatives.

Each applicant must ensure all information provided to Kānoa – RD is true and accurate at the time of submission. Kānoa – RD is under no obligation to check any application for errors, omissions, or inaccuracies. Each applicant will notify Kānoa – RD promptly upon becoming aware of any errors, omissions, or inaccuracies in its application or in any additional information provided by the applicant.

Ownership and intellectual property

Ownership of the intellectual property rights in an application does not pass to Kānoa – RD. However, in submitting an application, each applicant grants Kānoa – RD a non-exclusive, transferable, perpetual licence to use and disclose its application for the purpose of assessing and decision making related to the RIF application process. Any hard copy application or documentation supplied by you to Kānoa – RD may not be returned to you.

By submitting an application, each applicant warrants that the provision of that information to Kānoa – RD, and the use of it by Kānoa – RD for the evaluation of the application and for any resulting discussions, will not breach any third-party intellectual property rights.

Confidentiality

Confidentiality Kānoa – RD is bound by the Official Information Act 1982 (“OIA”), the Privacy Act 2020, parliamentary and constitutional convention and any other obligations imposed by law. While Kānoa – RD intends to treat information in applications as confidential to ensure fairness for applicants during the assessment and decision-making process, the information can be requested by third parties and Kānoa – RD must provide that information if required by law. If Kānoa – RD receives an OIA request that relates to information in this application, where possible, Kānoa – RD will consult with you and may ask you to confirm whether the information is considered by you to be confidential or still commercially sensitive, and if so, to explain why.

Kānoa – RD may disclose any application and any related documents or information provided by the applicant, to any person who is directly involved in the RIF assessment process on its behalf including officers, employees, consultants, contractors and professional advisors of Kānoa – RD or of any government agency. The disclosed information will only be used for the purpose of participating in the RIF application and assessment process, which may include carrying out due diligence.

In the interests of public transparency, if an application is approved for funding, the application (and any related documents) may be published by Kānoa – RD. Commercially sensitive and personal information will be redacted by reference to the provisions of the Official Information Act 1982.

Limitation of Advice

Any advice given by Kānoa – RD, any other government agency, their officers, employees, advisers or other representatives about the content of your application does not commit the decision maker.

No contractual obligations created

No contract or other legal obligations arise between Kānoa – RD and any applicant out of, or in relation to, the application and assessment process, until a formal written contract (if any) is signed by both Kānoa – RD and a successful applicant.

No process contract

The RIF application and assessment process does not legally oblige or otherwise commit Kānoa – RD to proceed with that process or to assess any particular applicant's application or enter into any negotiations or contractual arrangements with any applicant. For the avoidance of doubt, this application and assessment process does not give rise to a process contract.

Costs and expenses

Kānoa – RD is not responsible for any costs or expenses incurred by you in the preparation or processing of an application. Exclusion of liability Neither Kānoa – RD or any other government agency, nor their officers, employees, advisers or other representatives will be liable (in contract or tort, including negligence, or otherwise) for any direct or indirect damage, expense, liability, loss or cost (including legal costs) incurred or suffered by any applicant, its affiliates or other person in connection with this application and assessment process, including without limitation:

- a. the assessment process
- b. the preparation of any application
- c. any investigations of or by any applicant
- d. concluding any contract
- e. the acceptance or rejection of any application, or
- f. any information given or not given to any applicant(s).

By participating in this application and assessment process, each applicant waives any rights that it may have to make any claim against Kānoa – RD. To the extent that legal relations between Kānoa – RD and any applicant cannot be excluded as a matter of law, the liability of Kānoa – RD is limited to \$1.

Nothing contained or implied in or arising out of the RIF documentation or any other communications to any applicant shall be construed as legal, financial, or other advice of any kind.

Inducements

You must not directly or indirectly provide any form of inducement or reward to any officer, employee, advisor, or other representative of Kānoa – RD or any other government agency in connection with this application and assessment process.

Governing law and jurisdiction

The RIF application and assessment process 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 your application.

Public statements

Kānoa – RD and any other government agency, or any relevant Minister, may make public in whole or in part this application form including the following information:

- the name of the applicant(s)
- a high-level description of the proposed activity
- the total amount of funding and the period for which funding has been approved (if successful)
- the region and/or sector to which the project relates

Kānoa – RD asks applicants not to release any media statement or other information relating to the submission or approval of any application to any public medium without prior written agreement of Kānoa – RD.

Use and disclosure of information

Kānoa – RD will require you to provide certain information, including personal information, on application forms if you wish to apply for funding and for the purpose of administering the RIF. Providing this information is voluntary, but if you do not provide all the information that is required on an application form, Kānoa – RD may be unable to process or otherwise progress your application.

If personal information is collected, it will be managed according to this privacy statement. MBIE will generally only use personal information provided in the application process for the purpose of administering the RIF which includes assessing an application you have submitted, contracting, monitoring compliance and reporting. Please do not provide more personal information about yourself or others than is required or requested. Information collected may be subject to Official Information Act and/or Privacy Act requests.

Kānoa – RD may use personal information provided to them through the application and while administering the RIF for other reasons permitted under the Privacy Act (e.g., with your consent, for a directly related purpose, or where the law permits or requires it).

MBIE may disclose the information collected, including personal information, within MBIE or externally, for example, with Ministers and other Government Agencies for the purpose of administering the RIF and reporting on it. Otherwise, MBIE will generally not otherwise disclose personal information provided or collected through this application unless required or otherwise permitted by law. For example, we may seek your consent to undertake additional due diligence checks and request information from other relevant third parties. If an application is approved for funding, information provided in the application and any related documents may be used for the purpose of contracting.

You have the right to ask for a copy of any personal information that is held about you and to ask for it to be corrected if you think it is wrong. To do so, please contact us at Kanoa@mbie.govt.nz. Please also contact us at this email address if you would like certain information not to be externally disclosed, and MBIE will consider the request upon our own review of reasons raised to withhold information.

Electronic signature

You can only file documents and information with Kānoa – RD using an electronic signature if you are the signatory or have authority to act on behalf of the signatory, and are using software that complies with Kānoa – RD standards, in particular keeping records of transactions where an electronic signature has been used. Once a document with your electronic signature has been filed with Kānoa – RD, the information is considered:

- provided with your full knowledge and agreement
- authentic and accurate
- not amended after your electronic signature was added to the document, unless a change has been clearly marked on the document.

You're responsible for:

- safeguarding how and when your electronic signature and credentials are used on documents and information
- managing who has authority to use your electronic signature on your behalf, for example, a chartered accountant.

If your electronic signature on a document or information is filed with Kānoa – RD, you won't be able to dispute having signed and approved the document or information. If Kānoa – RD question the authenticity of an electronic signature or online transaction, you must be able to demonstrate on request the validity of the software used to apply your electronic signature to the document.

You must use electronic signature software that captures authentication, time and source details for any online transaction where a document with your electronic signature has been filed. These details must be held within the software itself, in the form of a file that:

- is maintained in its original form with no amendments, and
- can be provided to Kānoa – RD, if requested, within a specified time.

The file must be treated as a record, as defined by the Companies Act 1993, and a business record as defined by the Evidence Act 2006.