



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/>.

1. Centre of Vocational Excellence (CoVE) details

1a.	Consortium name:	Construction & Infrastructure CoVE Consortium
1b.	OPTIONAL: Consortium short name:	Click here to enter text.
1c.	Name of authorised Consortium Lead Contact:	Professor Martin Ian Carroll
1d.	Consortium Lead Contact's home organisation:	Manukau Institute of Technology
1e.	Consortium Lead Contact's position in home organisation:	Executive General Manager Academic and Provost
1f.	Address (physical and postal if different):	Gate 12, NO106, North Campus, Otara Road, Otara Private Bag 94006, Manukau 2241
1g.	Phone number(s):	022 0143402
1h.	Email:	Martin.Carroll@manukau.ac.nz

2. Declaration by Consortium Lead Contact

Topic	Declaration	Consortium Lead Contact's Declaration
RoI Process, Terms and Conditions	<p>I/we have read and fully understand the RoI, including the RoI Process, Terms and Conditions (Section 9 of this document).</p> <p>I/we confirm that the Consortium Lead Contact and all Consortium Members agree to be bound by the RoI Process, Terms and Conditions.</p>	Agree
Conflict of Interest	<p>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.</p> <p>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.</p>	Agree
Details of Conflict of Interest	<p>If you think you have a Conflict of Interest briefly describe the conflict and how you propose to manage it or write 'not applicable'.</p> <p>The Consortium Lead Group includes the Construction Sector Accord. For the purposes of this EOI, the Accord is deemed to exclude the Ministers and those Steering Group Members who are in the employ of the Government, and has not included those people in the preparation of this EOI. Whether or not the CoVE Board proposed in this EOI could include representatives of government agencies is a matter the Consortium Lead Group wishes to discuss with the TEC should this EOI proceed to a formal Proposal stage.</p>	

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: Professor Martin Ian Carroll	
Consortium Lead Contact's home organisation and role: Executive General Manager Academic and Provost, Manukau Institute of Technology	

3. 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.

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?

Our CoVE proposes undertaking an ambitious but vital range of projects with the common kaupapa of growing, strengthening and future-proofing the business and workforces of the construction and infrastructure industries through a radical new approach to vocational education and training. It will take an industry-led, multidisciplinary approach to undertaking relevant research, preparing advice for government, and designing and developing training products and services for delivery by tertiary providers. This Expression of Interest (EOI) proposes 5 distinct yet inter-connected projects (each with a set of subprojects), in approximately the following order of priority:

1. designing new approaches to high quality in-work learning to increase participation and outcomes for learners and industry, including growing the quantum of firms engaged in training and innovative models of learning and assessment
2. growing and strengthening the workforce by increasing diversity in the workplace through targeted programmes and strategies
3. improving productivity through upskilling, reskilling and improved workforce retention through a new career development service
4. improving the industries' attention to environmental sustainability through targeted training packages
5. identifying the timing, scale and scope of technology-driven disruptions to the workforce, and developing appropriate responses.

Consultation undertaken in preparing this EOI revealed extensive interest in the potential of the CoVE. One of the powerful aspects of the approach proposed in this EOI is the establishment of a broad network of CoVE Associates, which will have significant influence over the relevance of the projects and acceptability of the project outputs. If successful, the CoVE "Consortium" will be deemed to include the Consortium Lead Group, which prepared this EOI and will lead preparation of the subsequent Proposal, and the CoVE Associates.

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.

The CoVE will address five of the key issues identified by the industries, for which vocational education can provide solutions. These issues have been identified through the Government's Construction Skills Action Plan, the Construction Sector Accord's Transition Plan (Jan 2020), extensive industry training research undertaken by BCITO, and extensive consultation undertaken by MIT and other members of this Consortium Lead Group. The key issues are:

1. fundamentally reforming training for the construction and infrastructure industries through significantly expanding the number of in-work learning opportunities by growing the number of firms willing and able to successfully take on in-work learners through appropriate support, training and appropriate, efficient and effective quality assurance
2. growing and strengthening the industries' workforces by increasing diversity, particularly in relation to Māori, Pasifika and women in hands-on roles, through tailored value-added propositions and training packages
3. improving workforce productivity by improving retention in the workforces through developing a career development service and linking it with associated upskilling and reskilling opportunities (including group training), which will be digitised to improve access
4. helping the industries respond to the increasing demand for environmentally sustainable practices through developing training packages, for individuals and for whole-of-business, related to relevant international and national standards and emerging best practices
5. preparing the industry to manage disruptions to the nature of work that will be brought about through new technologies, by researching the form, scope, scale and timing of the disruptions and developing relevant training solutions.

Note that the CoVE does not see its role as being a deliverer of new training; rather it will develop the products for delivery by NZIST and wānanga (and, in some cases, other organisations).

The CoVE will pursue these issues by taking a project approach. Each project will have its own measurable deliverables, timelines, budgets and resources. This EOI is not based upon the assumption that the teams required to successfully complete the projects will be drawn solely from the Consortium or the CoVE Directorate. Rather, each project will source the most relevant and highest quality talent nationally and internationally, although where appropriate preference will be given to Consortium Members (i.e. the Consortium Lead Group and CoVE Associates – see 6a).

The CoVE intends to take an applied research approach to its projects (and, in so doing, exemplify best practice in applied research in vocational education to the rest of the VET sector). It will work in collaboration with existing industry projects/activity across the regions as well as collaboration from communities and hapu. This integrated approach will mitigate the risk of a siloed approach to the CoVE's activities and outcomes.

For example, the major infrastructure projects in Northland afford, in addition to apprenticeships, a project that focuses on many of the projects in this EOI: building a fast to market entry level qualifications, responding to diversity in both existing and new entrant workforce, supervisor training, developing significant environmental learnings across the workforce, explore the impact of improving consenting awareness and practice – all delivered through a mix of on-job and campus based courses.

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
<p>1. Reform Training.</p> <p>The CoVE will provide leadership in reforming the models of entry-level and in-work training for the construction and infrastructure industries putting learners, employers and communities at the heart of this work. Designing, implementing and evaluating best practice models of learning for entry level qualifications and subsequent training (inclusive of programmes, courses, training packages, microcredentials etc.) will involve:</p> <p>(a) enabling learners to move across and have access to multiple provision modes (online, on-job, on-campus (including block courses /microcredentials) with clarity and ease, while maintaining progress towards qualification completion. For example, learners can transfer more easily from campus-based programmes to apprenticeships, and <i>vice versa</i> where learning may not be available in the workplace. Key outcome will be increases in learners and learner success (including improved transition into and success in work-based learning).</p> <p>(b) enabling employers to easily identify and access best-fit training arrangements for their learners and their business. For instance, where employers do not want to undertake work based assessment, assessment via block courses could be made available. Key outcomes will be a strengthened value proposition for firms taking on in-work learners (i.e. apprentices, trainees etc.); growth in the number of firms currently taking on and completing work-based learners; and an increase in business training support systems.</p> <p>(c) the development of new (or enhanced support for existing) pre-employment and in-work training across the provider system which successfully transitions learners into the workplace with</p>	<p>Without exception the number one issue facing the industries is the shortage of skilled workers. This is identified in the Government’s Construction Skills Action Plan, the Accord’s Transformation Plan and all the consultation leading up to this EOI. A key issue is the number of places available for in-work learning. This is constrained through many firms feeling neither incentivised, equipped nor empowered to take on in-work learners.</p> <p>BCITO estimate that only about 10% of firms in the construction industry take on apprentices. Much of this low participation in training is a factor of multiple small to medium enterprises – currently 93% of firms training with BCITO have five staff or less.</p> <p>Like all industries, Construction and Infrastructure are competing for entry level staff in a depleting pool of available workers. The low NZ birth rate (shown below) between 1994 and 2006 has resulted in exceptionally low numbers of school leavers from 2010 onwards (NZ Statistics).</p>  <p>However, unlike other industries, construction and infrastructure are in the midst of unprecedented and sustained demand for both entry-level and skilled workers. Over the next five years the construction industry alone requires approximately 80,000 (new + replacement) workers (Infometrics, 2020). Growth in demand for skilled workers must be matched by increased engagement by more firms in training coupled with innovation in the ways that people access learning.</p> <p>Click here to enter text.</p>

<p>employer, community and iwi as partners (e.g. shorter pre-employment courses where appropriate, such as a 12 week pre-employment welding course). Key outcome will be faster, more flexible pathways and career progression (including for new-entrants)</p> <p>(d) the development of a joint industry/provider approach to assessing workplace learning, which includes reviewing previous approaches (which have had varying success) and developing training and mentoring programmes for workplace assessors and in particular efficient and effective system of quality assurance.</p> <p>(e) the provision of advice to the TEC on a new funding system that will best support the new models described above. This advice will draw upon an analysis of feedback from learners, employers and providers.</p> <p>Note that a Business Process Re-engineering approach is proposed here, entailing a fundamentally new approach to the ideal end point rather than seeking to marginally improve and integrate the existing practices of current ITPs, ITOs and other providers.</p> <p>Also, while it is recognised that the WDC will be tasked with developing the relevant industry standards, the NZIST tasked with developing and delivering the curriculum, and the Regional Skills Leadership Group tasked with identifying regional workforce skills shortages and training needs, this CoVE can fast-track these much needed reforms for construction and infrastructure training through a dedicated and collaborative approach. The CoVE recognises, and does not seek to, assume the authority and functions of NZIST, WDC or RSLG as they become established.</p>	
<p>2. Growing and Strengthening the Workforce through Diversity.</p> <p>The CoVE will increase diversity in the construction and infrastructure workforces at all levels. Māori and Pacific learners are rapidly growing groups and the COVE is committed to achieving parity of outcomes across all learner cohorts. Women are significantly under-</p>	<p>Businesses that employ people of different genders, ethnicities, backgrounds, ages, learning styles and previous careers, benefit from a much wider range of skills and thinking than those that continue to employ people who are relatively similar to current staff. The fastest growing populations in New Zealand over the next 20 years will be people of Asian, Pasifika, and Māori ethnicity.</p>

<p>represented, particularly in Trades. The CoVE will achieve this through the following deliverables:</p> <p>(a) Identify existing (and new) practice based programmes (including learning support activities) resulting in Māori and Pacific learning outcomes significantly closing the parity gap and extend/scale/adapt these programmes regionally. For example: developing of noho marae training packages for delivery through NZIST regional campuses, wānanga, and elsewhere (this may include partnership with the Mana in Mahi programme); implementing and validating key enablers of Māori and Pacific learner success (e.g. the Hīnātore project, https://ako.ac.nz/knowledge-centre/hinatore-upskilling-maori-and-pasifika-workplace-learners/) in work-based training.</p> <p>(b) Work with businesses leading diversity and inclusiveness in the workplace, particularly in respect of women, to increase the impact of learnings and change across the sector through sharing of webinar/ microcredentials (e.g. the Diversity Agenda https://www.diversityagenda.org).</p> <p>(c) Researching the reasons why Māori and Pasifika are flourishing in some specialist trades but not others, to identify and disseminate transferrable best practices informing for example programme design, teacher capability, employer engagement and workplace culture training.</p> <p>Key outcomes will include, and are not limited to, growth in Māori, Pasifika and women (particularly in trades) in-work learners and in the workforce (by level of employment); parity in successful outcomes.</p>	<p>The construction and infrastructure industries have relatively low employment levels of Asian people. One of the challenges for the sector will be to increase the industry's engagement with people of Asian descent as they represent an increasingly large portion of the overall workforce and homeowners.</p> <p>Although employment levels of Māori and Pasifika people in construction are in line with the nationwide average, the jobs they hold are typically towards the lower end of the skill spectrum. Lower-skilled jobs are more susceptible to change as automation becomes more prevalent in the workplace. Access to retraining and upskilling opportunities will be required across the economy to ensure that the socioeconomic disadvantages already experienced by Māori and Pasifika people are not exacerbated as the nature of work changes.</p> <p>Women represent just 19% of the total workforce in construction and only 3% of trades roles, compared to 48% of workers across the total New Zealand economy. There have been concerted efforts to improve representation of women within the construction and infrastructure industries, which have resulted in improved rates of engagement and success, but further significant gains must still be made through workplace and employer transformation.</p>
<p>3. Improve Productivity through Retention, Upskilling and Reskilling.</p> <p>The CoVE will help improve workforce retention rates through the following deliverables:</p> <p>(a) Establishing the value proposition for increased adoption and uptake of</p>	<p>While the construction and infrastructure industries will require new workers for the immediately foreseeable future, their focus should also be upon retaining and developing the existing workforce. Retention is likely to be more efficient and cost effective than relying solely upon recruitment.</p>

<p>professional development across the workforce leading to productivity improvements with industry partners, peak & regulatory bodies. Thereby, develop and/or identify from existing products a suite of best fit products would be which can be made available learners (via multiple delivery modes) for each discipline area including, but not limited, to the following:</p> <ul style="list-style-type: none"> a. business capabilities (for example building SME capabilities with a specific focus on construction and infrastructure) b. managing your workforce (including inclusivity training) c. leadership (e.g. teams, site) d. environmental performance e. quality control and risk management f. contractual processes g. health and safety h. lean management i. communication skills (including inclusivity training) j. literacy and numeracy in the workplace k. new & advanced technologies, processes & materials l. planning and programming <p>(b) Design and develop a career development service delivered through NZIST in partnership with peak bodies. This service would assist personnel in planning for, and progressing, their career through developing personalised strategies and accessing relevant training. The service would focus on supporting key transitions: from school to work; between specialist trades; from tradesperson to business owner; and into retirement (which could assist in keeping people in the workforce longer through retirement transitions) and succession planning. Key outcomes will include improved productivity in the sector; growth in skilled workforce</p>	<p>Reasons for the current high attrition rates are numerous, with leading contenders including:</p> <ul style="list-style-type: none"> (a) Insufficient attention to good mental health practices (which is currently being addressed through the CHASNZ Mental Health in Construction Strategy, and so is not proposed to be directly addressed by the CoVE). (b) Unsafe work practices with some employers. (c) Personnel struggling to make the transition between industry roles, including from tradesperson to business owner. (d) Negative perceptions of workplace conditions and social value of trades on the part of secondary schools, parents and whānau.
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<p>4. Sustainability.</p> <p>The CoVE will increase the construction and infrastructure industries' attention to environmental sustainability through the following deliverables:</p> <p>(a) Embedding sustainability into teaching, providing learners with a clear understanding of the roles of legislation as well as current and forthcoming national and international standards.</p> <p>Key outputs will include: Training packages that address NZ and international standards (e.g. regarding environmental management systems based on ISO14001; low-carbon energy utilisation based on ISO50001; sustainable procurement based on ISO20400; sustainable property development and management based on ISO21930:2017). These will be delivered as stand-alone micro-credentials for employed people, and built into existing programmes for trainees.</p> <p>This could also be extended to encompass sustainability initiatives such as the Leadership in Energy and Environmental Design (LEED) and Building Research Establishment Environmental Assessment Methodology (BREAM) and Infrastructure Sustainability Council of Australia (ISCA) rating and certification systems, along with initiatives being led by various sustainability-oriented organisations within Aotearoa.</p> <p>(b) Embedding health & safety related training essential for a sustainable workforce. This would be based upon the Health and Safety at Work Act (2015) combined with an understanding of national and internationally recognised hazards associated with construction, operation and demolition. Hazard identification and mitigation will be built into programmes and microcredentials to upskill our workforce (for example, asbestos awareness training could be built into entry level qualifications for all trades and civil engineers).</p>	<p>The Construction Sector Accord's Transformation Plan specifically calls for "promoting environmentally sustainable practices" (p9).</p> <p>There are at least two driving forces that require the construction and infrastructure workforces to be increasingly trained in environmental sustainability practices:</p> <ul style="list-style-type: none"> (a) a regulatory environment that is increasingly focused on environmental sustainability (b) consumer demand, whereby clients have a growing appetite for incorporating sustainability principles into their project specifications <p>The Consortium recognises that there are several organisations in Aotearoa with specific expertise and interests in this area, and the expectation is that we will partner with them through the project.</p>
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<p>(c) Collaborating on a national and international level with relevant organisations to share and expand existing knowledge of sustainability policies and practices.</p> <p>This may include providing support (funding, curation, publishing, awards) to voluntary student and staff groups exploring sustainability projects germane to the industries in order to foster a culture of empowered sustainability awareness to complement the more regulatory focus in 4(a&b) above.</p>	
<p>5. Technology and Disruption.</p> <p>The CoVE will prepare the workforce for a disrupted future in which new technologies and practices will significantly disrupt work as it is today. While the concept of disruption is accepted, there is insufficient research into how, how fast, and of what nature and scale this disruption will take place and its implication for career development and impacted training products. The CoVE will address this in the following ways:</p> <p>(a) Detailed analysis of pending disruption specific to the construction and infrastructure industries, including a calculation of the timing, scope and scale of change to various types of jobs and associated economic impact (for example, the shortage in BIM managers has seen salaries escalate significantly).</p> <p>(b) Develop recommendations for technology-specific training that may be required as a result of the analysis in 5(a) above. This is likely to focus on new and emergent roles as well as changes to existing roles.</p> <p>(c) Development of new learning outcomes and associated curriculum and assessment that is designed to prepare people generally for the disrupted future. These new learning outcomes could be based upon the extensive analyses already conducted into this matter (e.g. by Foundation for Young Australia).</p> <p>(d) Develop recommendations for implications of these disruptions</p>	<p>Disruption has always been a fundamental aspect of the construction and infrastructure industries. However, the pace, scope and scale of disruptions are increasing with leaps in technology.</p> <p>In many aspects, in the words of William Gibson (1999) are apt: “the future is already here – it’s just not very evenly distributed”. While there is potential for new technology to positively impact the quality of the built environment with immense speed and great efficiency (e.g. commercial applications of drones, laser scanners and robotics used on a job site alongside heavy use of data and technology in construction), today we still have a construction industry that continues to show relatively flat productivity gains. The technical reality does not necessarily equate to willingness or ability for the industry to adopt or invest in a new capability. A scarcity of high-demand skills can also contribute to slow adoption of advanced technical capabilities, and while significant is not the only challenge: businesses need to define new jobs and roles; establish new systems and processes.</p> <p>The CoVE presents an opportunity to make sure that Aoeatora is not caught unawares by the pace, scope and scale of coming changes.</p>

(including new & emergent roles and diminishing roles) across the whole construction value chain, including: contractual frameworks, regulatory and consenting frameworks, design and engineering processes, procurement and supply chain management and onsite execution.	
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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.

The challenges facing the construction and infrastructure industries, which are reaching a critical impact as the demands of the industry grow, have been present for some time but have not yet been resolved through current vocational education & training. A new approach is required.

The CoVE provides a new opportunity to invest in an approach that draws upon the collective wisdom of all the relevant stakeholders, unfettered by traditional competitive boundaries.

The recent establishment of the Construction Sector Accord (the “Accord”), in particular, will greatly enable consultation between government, industries and vocational education providers. The Accord’s Transformation Plan, published in January 2020, provides a concise summary of key issues and gives this agenda a momentum that can engage the stakeholders in an unprecedented way.

Our Consortium regards the CoVE as a “B-12 shot” – a chance for quick wins. While standards will generally be set by the Workforce Development Council, and curriculum development will generally can take place within tertiary providers, it is likely to be some time before these processes are operating efficiently and effectively. It is our view that the construction and infrastructure industries cannot wait.

4. 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.

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?

Each project will be designed with:

- (a) Target outputs for each project that the CoVE will deliver
- (b) Outcomes that the CoVE will not deliver directly, but that will be used to track the long term impact of deploying CoVE outputs
- (c) specific lag and lead indicators will assist with monitoring the project's progress
- (d) detailed budgets and monthly reporting (at present, the CoVE has not determined whether and how finances will be sorted as operational or capital. We would seek TEC's advice on this matter.)

5. 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.

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
Manukau Institute of Technology	Gus Gilmore, Chief Executive Martin Carroll, Executive General Manager Academic and Provost	Host and relevant provider training and cultural expertise
Unitec	Merran Davis, Acting Chief Executive Heather Stonyer, Director Industry Partnerships	Relevant research and provider training expertise
BCITO	Warwick Quinn, Chief Executive Greg Durkin, General Manager Education and Stakeholder Engagement	Relevant industry training expertise
Skills ITO	Garry Fissenden, Chief Executive Di Lithgow, General Manager Vocational Consulotancy	Relevant industry training expertise
Construction Sector Accord	Graham Burke, Steering Group Member and Chair, Construction Industry Council Bill Newson, Steering Group, Construction Accord	Industry expertise and networks

New Zealand Construction Industry Council	Graham Burke, Chair	Industry expertise and networks
Vertical Horizon	Ben Johnstone, Chief Executive Phil Hokianga, General Manager Training and Quality	Relevant health and safety training expertise and PTE perspective
Te Wananga o Aotearoa	Travis Timoko, Strategic Analyst	Relevant industry training and cultural expertise
Connexis	Toby Beaglehole, Chief Executive	Relevant industry training expertise
Ara Institute of Canterbury	Tony Gray, Chief Executive Dennis Taylor, Head of Department Trades	Relevant research and provider training expertise

6. 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.

6a. Collaboration amongst CoVE members (10%)

Describe how you will collaborate as members within the CoVE.

The activities and outputs of the CoVE are for the benefit of those involved in supporting the construction and infrastructure industries through vocational education. Accordingly, the following structure is proposed to achieve an inclusive and non-partisan organisation that delivers value for Aotearoa. We propose the following structure:

1. The CoVE Board. The Board will govern the CoVE (see 7c). It will be designed to represent and serve the interests of industry, employers, learners, providers and other stakeholders such as iwi and hapu. Should this EOI be successful and progress to a formal Proposal, then the Consortium Lead Group will develop a Charter, including Board Constitution and Membership, based upon that used by Ako Aotearoa but tailored to suite the particularities of the CoVE. This work will be done prior to submitting the formal Proposal. Note that the Consortium Lead Group proposes to establish and then hand over governance of the CoVE to the Board (unless required otherwise by the TEC).

The Board will have two standing advisory groups, Te Rūnanga Māori and a Pasific Peoples Caucus, to ensure that the CoVE successfully addresses priority groups and (for the rūnanga) implement the principles of Te Tiriti o Waitangi.

2. The CoVE Associates. A broad range of stakeholders have expressed an interest in being involved. In order to ensure that a broad spectrum of industry voices (in particular) are heard, the Consortium Lead Group proposes that a “CoVE Associates” structure be established, which will be open to a wide range of interested stakeholders and have significant input into the activities of the CoVE. This is discussed further in 6b.
3. CoVE Directorship. We propose a very lean directorate, enabling the majority of funds to be spent on the projects. In order to obtain the best person, we propose that the Director be recruited through a competitive process. We do not envisage that the Director personally leads every project, although all project leads and staff would report to the Director.
4. The Project Teams. We propose that each project team will be resourced and staffed according to its particular requirements, and most likely including a full time Project Lead. It is not necessary that the project teams be populated only by staff from Consortium members (i.e. the Consortium Lead Group and CoVE Associate), although for expediency Consortium resources will usually be explored before taking a broader approach. Given the interconnectedness of the proposed projects, it is likely some people will be members of multiple project teams.
5. The Host. It is currently proposed that the Manukau Tech Park campus of MIT (NZIST) will serve as the host. In this capacity it will employ the CoVE staff, provide physical space, manage the CoVE finances and make its systems and infrastructure available to the CoVE as per an agreed arrangement (to be modelled on that used by Ako Aotearoa and Massey University).

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?

This Consortium Lead Group fully understands and supports that the work of the CoVE is to be shared with, and implemented through, NZIST, wānanga and other providers of vocational education. It will be held to account in this regard through the Consortium itself and the CoVE's charter.

The outputs of the CoVE will be research reports and new training products and services (and, in some cases, advice to Government), designed at the request of and under the oversight of industry (the CoVE Board and CoVE Associates). The products and services are designed to be delivered by NZIST and other providers to pre-work learners, in-work learners and employers.

The Consortium takes the view that the vocational education and training needs of the construction and infrastructure industries cannot be met by public providers alone. Already, private training providers (of various forms) are integral to the overall development of the workforces. This EOI proposes expanding the role – and, indeed, definition – of private providers through developing a process whereby in-work supervisors can become certified to assess in-work learners against workplace learning outcomes.

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?

Interest in, and support for, this CoVE is considerable. During the consultations undertaken in preparation for this EOI, many dozens of construction and infrastructure stakeholders expressed an interest to be involved to some extent. Pragmatically, there is a limited number of stakeholders that could co-write the EOI and subsequent RFP and so a smaller Consortium Lead Group was formed. However, to accommodate this high level of interest, the Consortium Lead Group circulated a draft of this EOI to over 60 stakeholder groups for input.

The Consortium Lead Group is committed to ensuring that the broader network has the opportunity to engage fulsomely with the CoVE once it is operational. As such, we propose as one of the CoVE's first priorities to expand the consortium by establishing "CoVE Associates". This mechanism is designed to ensure that the broader industry has significant power in the relevance of the CoVE's work. The benefits of being a CoVE Associate would include at least the following:

- Invitations to directly participate in specific projects
- Consultation on projects
- General periodic updates on the work of the CoVE
- As project reaches substantive outputs, we envisage engaging Associates in at least one national forum and/or travelling presentations/workshops, providing them with advance access to the outputs.

While open to any interested parties, we will proactively send invitations to:

- SMEs in the construction and infrastructure industries (mainly through representative bodies)
- Major employers in the construction and infrastructure industries
- Peak Bodies
- Trade unions
- Training, education and research providers (including NZIST, wānanga, PTEs and universities)
- ITOs (particularly those most involved in the construction and infrastructure industries – BCITO, The Skills Organisation, Competenz, Connexis and MITO)
- Iwi and hapu
- Relevant government agencies (this EOI proposes leveraging the Construction Sector Accord wherever possible for general engagement in this regard)
- The Construction Workforce Development Council (once established)
- Other CoVEs (we propose that each CoVE has a standing rep on each other's Steerco to share common lessons and resources)

Based on consultation to date, we expect over fifty entities, plus individual SMEs, will join as CoVE Associates.

The CoVE is designed to serve the construction and infrastructure industries irrespective of whether persons and organisations choose to engage as CoVE Associates, and so the CoVE would also have a public website whereby it will publish public outputs and other relevant information.

Lastly, the consortium wishes to reiterate that the CoVE Board will be designed to be representative of the key stakeholder groups, and act for and on their behalf (i.e. not just serving the interests of the initial Consortium) in governing the work of the CoVE.

7. 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.

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.

At present, we propose that the host location will, on behalf of NZIST, be at Manukau Institute of Technology's new Tech Park Campus on Manukau Station Road. This facility is due to open in July 2020.

This location has some notable advantages:

- it is in the heart of South Auckland, which is a prime conflation of target populations and construction and infrastructure industry growth
- being very close to the airport, immediately off the motorway, and literally across the road from a major train station and bus depot, it is very easily accessible
- MIT Tech Park will be the country's newest vocational education and training facility specialising in professional engineering and trades
- it is across the road from MIT Manukau Campus, which will provide access to larger meeting spaces for various CoVE hui and events

This has the full tautoko of the Chief Executive Gus Gilmore.

That said, the Consortium is still considering this matter and reserves the right to either confirm or amend this this proposal prior to submitting the EOI.

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?

The challenges which this CoVE will address are many and deep rooted and will not be solved overnight.

We are seeking \$2.5M per year for 5 years, to a total of \$12.5M. We do not currently propose that the CoVE be a going entity after that point, although should its efficacy become proven, and should further challenges arise which are suitable for the CoVE to address, then that could be reconsidered in time. The outputs it will generate are designed to be passed on to other entities (particularly NZIST) to deliver on an ongoing basis.

Detailed budgets for each project will be prepared should this EOI progress to an RFP process. In general terms, the Consortium anticipates a lean directorate, enabling the bulk of the funding to be spent on the five projects. Note that the projects will likely vary in cost, duration and phasing.

The Consortium members undertake to, on a per project basis, share expertise and resources as appropriate. It is understood that the CoVE may need to approach industry for additional funding on a per project basis should that be required. It is also assumed that the CoVE outputs are not expected to be commercialised by the CoVE directly (although, of course, new training products etc. could subsequently be commercialised by providers).

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.

The Consortium Lead Group will establish a governance structure similar to that used by Ako Aotearoa, however adapted to reflect the purpose and operations of the CoVE. While it is proposed that the CoVE is hosted at a campus of the NZIST, the activities and outputs of the CoVE are for the benefit of all stakeholders. Accordingly, the governance structure will require the Board to:

- appoint and hold the Director to account for the performance of the CoVE
- approve strategy, deliverables and budgets (usually by way of projects) that deliver value in accordance with the CoVE's kaupapa
- monitor performance against project objectives
- serve as an expert sounding board for the Directorate
- support the Director in sourcing best practice people and ideas to support the Projects
- provide financial and regulatory compliance oversight
- ensure that the CoVE engages appropriately with Māori and Pasific people
- ensure that the CoVE engages appropriately with industry generally, especially through the CoVE Associates

The CoVE Director will (through the Host) employ or contractually engage the staff on the project teams.

Each Project Teams will typically have a full time (or substantial FTE) Project Lead and other members. They may be employed by the CoVE or otherwise contracted or engaged. They may be full time on the project or part time whilst maintaining substantive positions elsewhere.

It will not be necessary for all the Project team members (including the Project Leads) to be located at the Host. This would significantly reduce the available talent and possibly drain it from other places within the industries. As such, it is expected that the activities of the CoVE will be distributed around the country, which will also have the benefit of promoting engagement with stakeholders.

8. Checklist

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**
- › **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.

If you have any questions, email CoVEs@tec.govt.nz. All questions and answers will be published on TEC's website: <https://www.tec.govt.nz/rove/coves/>

9. Rol 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 Rol Process, Terms and Conditions (shortened to Rol-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 Rol-Terms please get in touch with our **Point of Contact:** CoVEs@tec.govt.nz.

Standard Rol process

Preparing and submitting a Registration

9.1 Preparing a Registration

- a. Applicants are to use the Rol Form provided and include all information requested by the Funding Agency in relation to the Rol.
- b. By submitting a Registration the Applicant accepts that it is bound by the Rol Process, Terms and Conditions (Rol-Terms) contained in Section 9 of this document.
- c. Each Applicant will:
 - i. examine the Rol and any documents referenced in the Rol and any other information provided by the Funding Agency
 - ii. if appropriate, obtain independent advice before submitting a Registration
 - iii. satisfy itself as to the correctness and sufficiency of its Registration.

9.2 Applicants' Deadline for Questions

- a. Each Applicant should satisfy itself as to the interpretation of the Rol. If there is any perceived ambiguity or uncertainty in the Rol document/s Applicants should seek clarification before the deadline for questions, as stated in the timeline published on TEC's website.
- b. 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.
- c. 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.
- d. 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.

9.3 Submitting a Registration

- a. 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.

- b. 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:
 - i. true, accurate and complete and not misleading in any material respect
 - ii. does not contain intellectual property that will breach a third party's rights.

Assessing Registrations

9.4 Evaluation panel

- a. 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.

9.5 Third party information

- a. 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.
- b. 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.

9.6 Funding Agency's clarification

- a. 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.
- b. 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.
- c. 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.

9.7 Evaluation and shortlisting

- a. 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.
- b. In deciding which Applicant/s to shortlist the Funding Agency may take into account any of the following additional information:
 - i. the results from due diligence
 - ii. any matter that materially impacts on the Funding Agency's trust and confidence in the Applicant
 - iii. any relevant information that the Funding Agency may have in its possession.
- c. 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.

9.8 Applicant's debrief

- a. 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.

- b. The debrief may be provided by letter, email, phone or at a meeting. The debrief will:
 - i. provide the reasons why the Registration was or was not successful
 - ii. explain how the Registration performed against the pre-conditions (if applicable) and the evaluation criteria
 - iii. indicate the Registration's relative strengths and weaknesses
 - iv. explain, in general terms, the relative advantage/s of the shortlisted Registration/s
 - v. seek to address any concerns or questions from the Applicant
 - vi. seek feedback from the Applicant on the RoI process.

9.9 Issues and complaints

- a. 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.
- b. The Funding Agency will consider and respond promptly and impartially to the Applicant's issue or complaint.
- c. 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.
- d. 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

9.10 Funding Agency's Point of Contact

- a. 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.
- b. 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.
- c. 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.
- d. 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.

9.11 Conflict of Interest

- a. 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.

9.12 Ethics

- a. 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.
- b. 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.
- c. 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.

9.13 Anti-collusion and bid rigging

- a. 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.

- b. 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.

9.14 Confidential Information

- a. 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.
- b. 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.
- c. 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.

9.15 Confidentiality of RoI information

- a. 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.
- b. 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.

9.16 Costs of participating in the RoI process

- a. Each Applicant will meet its own costs associated with the preparation and presentation of its Registration and any negotiations.

9.17 Ownership of documents

- a. 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.
- b. 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.
- c. 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.

9.18 No binding legal relations

- a. 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:
 - i. the Applicant's declaration in its Registration
 - ii. the Applicant's statements, representations and/or warranties in its Registration and in its correspondence with the Funding Agency
 - iii. the criteria to be used by the Funding Agency to assess Registrations

- iv. the Rol conditions set out in this document
 - v. any other matters expressly described as binding obligations.
- b. Each exception in paragraph 9.18.a. is subject only to the Funding Agency's reserved rights in paragraph 9.20.
- c. 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.

9.19 Elimination

- a. The Funding Agency may exclude an Applicant from participating in the Rol process if the Funding Agency has evidence of any of the following, and is considered by the Funding Agency to be material to the Rol:
- i. the Applicant has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the Rol process
 - ii. the Registration contains a material error, omission or inaccuracy
 - iii. the Applicant is in bankruptcy, receivership or liquidation
 - iv. the Applicant has made a false declaration
 - v. there is a serious performance issue in a historic or current funding agreement delivered by the Applicant
 - vi. the Applicant has been convicted of a serious crime or offence
 - vii. there is professional misconduct or an act or omission on the part of the Applicant which adversely reflects on the integrity of the Applicant
 - viii. the Applicant has failed to pay taxes, duties or other levies
 - ix. the Applicant represents a threat to national security or the confidentiality of sensitive government information
 - x. the Applicant is a person or organisation designated as a terrorist by New Zealand Police.
- b. The Funding Agency may require an Applicant to exclude a consortium member from participating in the Rol process if the Funding Agency has evidence of any of the following, and is considered by the Funding Agency to be material to the Rol:
- xi. the consortium member has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the Rol process
 - xii. the consortium member is in bankruptcy, receivership or liquidation
 - xiii. there is a serious performance issue in a historic or current funding agreement delivered by the consortium member
 - xiv. the consortium member has been convicted of a serious crime or offence
 - xv. 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
 - xvi. the consortium member has failed to pay taxes, duties or other levies
 - xvii. the consortium member represents a threat to national security or the confidentiality of sensitive government information
 - xviii. the consortium member is a person or organisation designated as a terrorist by New Zealand Police.

9.20 Funding Agency's additional rights

- a. Despite any other provision in the Rol the Funding Agency may, on giving due notice to Applicants:
- i. amend, suspend, cancel and/or re-issue the Rol, or any part of the Rol
 - ii. make any material change to the Rol (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.
- b. Despite any other provision in the Rol the Funding Agency may:
- i. accept a late Registration if it is the Funding Agency's fault that it is received late
 - ii. 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
- iii. in exceptional circumstances, answer questions submitted after the deadline for questions
 - iv. accept or reject any Registration, or part of a Registration
 - v. accept or reject any non-compliant, non-conforming or alternative Registration
 - vi. decide not to enter into a Funding Agreement with any Applicant
 - vii. liaise or negotiate with any Applicant without disclosing this to, or doing the same with, any other Applicant
 - viii. 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
 - ix. amend the Proposed Funding Agreement at any time, including during negotiations with a shortlisted Applicant
 - x. waive irregularities or requirements in the RoI process where it considers it appropriate and reasonable to do so.
- c. The Funding Agency may request that an Applicant agrees to the Funding Agency:
- i. 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
 - ii. selecting two or more Applicants to deliver the CoVE as a joint venture or consortium.

9.21 New Zealand law

- a. 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.

9.22 Disclaimer

- a. 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.
- b. 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.
- c. 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.

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	<p>Information that:</p> <ol style="list-style-type: none"> is by its nature confidential is marked by either the Funding Agency or an Applicant as ‘confidential’, ‘commercially sensitive’, ‘sensitive’, ‘in confidence’, ‘top secret’, ‘secret’, classified’ and/or ‘restricted’ is provided by the Funding Agency, an Applicant, or a third party in confidence the Funding Agency or an Applicant 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 Funding Agency or an Applicant.</p>
Conflict of Interest	<p>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:</p> <ol style="list-style-type: none"> actual: where the conflict currently exists potential: where the conflict is about to happen or could happen, or perceived: where other people may reasonably think that a person is compromised.
Funding Agency	<p>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.</p>
Funding Agreement	<p>The written Funding Agreement/s entered into by the Funding Agency and Successful Applicant/s for the delivery of the CoVE.</p>
GST	<p>The goods and services tax payable in accordance with the New Zealand Goods and Services Tax Act 1985.</p>
Intellectual Property	<p>All intellectual property rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law.</p>
Point of Contact	<p>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).</p>
Registration	<p>The response an Applicant submits in reply to the Funding Agency’s RoI. It comprises the RoI Form.</p>
Registration of Interest	<p>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.</p>
RoI	<p>Means the Funding Agency’s call for Registrations of Interest.</p>
RoI Form	<p>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.</p>

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.
