



**Social Investment Agency**  
**Toi Hau Tāngata**

# **Call for Expressions of Interest (EOI)**

## **Community-led Commissioning**

### **(Pathway Three of The Social Investment Fund)**

EOI released: 14/05/2026  
Deadline for Questions: 5pm 22/05/2026  
Deadline for Expressions: 3pm 12/06/2026  
Social Investment Agency

**Te Kāwanatanga o Aotearoa**  
New Zealand Government



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## The Opportunity

The Social Investment Agency (SIA) is seeking Expressions of Interest from established Local Groups that are interested in working in partnership with the government to design a Community-led Commissioning arrangement for social services in a defined local area.

The Community-led Commissioning pathway is for Local Groups who want to take responsibility for the commissioning of social services within a given geographical area. Commissioning involves planning, designing, and allocating funding to non-government organisations who provide social services to people and families that need support to achieve their goals.

Community-led Commissioning would involve transfer of relevant responsibility for commissioning and the associated budgets from multiple Government agencies to a Community-led Commissioning Entity overseen by a Local Group.

The Local Group would use their local knowledge, relationships, and the combined budgets of multiple government agencies to increase the collective impact of local social and public services.

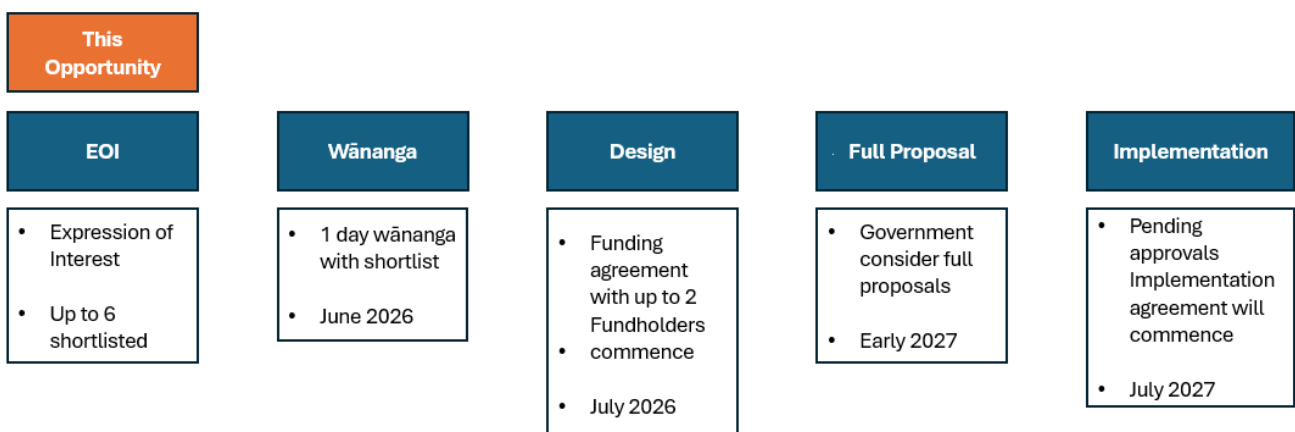
Local Groups could include, for example, iwi, hapū, local trusts, philanthropy, representatives of existing commissioning agencies and non-government entities. A detailed definition has been provided on the next page of this document. This is a local opportunity, intended for areas with a population size of around 10,000 to 100,000 people.

Ministers have agreed to invest in up to two local areas for up to twelve months to support the design of a Community-led Commissioning arrangement and the development of a full proposal. At the end of the Discovery and Design Phase, the SIA will share an assessment of up to six proposals with Social Investment Fund Ministers in June / July 2026. Up to two local areas will be recommended by SIA. Social Investment Fund Ministers will then select up to two local areas for the Discovery and Design Phase. The areas selected may be different than those recommended by SIA.

This is a bespoke opportunity – suited to local leaders that have actively considered working together to reshape how social and public services work in their communities. Please consider the criteria carefully.

## Phases of this procurement

This Expression of Interest (EOI) is the first phase of an open market procurement process shown in the image below. The outcome of this EOI will be the selection of up to two Local Groups. Each Local Group will be supported to design and propose a Community-led Commissioning arrangement for their local area. The government will consider the proposal(s) in early- to mid- 2027.



## Definitions

We use the following terms throughout this document:

- **Local Group:**

Defined as local leaders who are committed to working together to design and propose a Community-led Commissioning arrangement for their local area. These leaders are likely to be drawn from multiple local organisations. The members of this group may change over time.

- **Fund Holder:**

Is an organisation contracted by the SIA via a Funding Agreement on behalf of the Local Group, to work in partnership with the SIA on the design of a Community-led Commissioning arrangement during the Discovery and Design Phase, with the intention to develop a detailed proposal.

- **Community-led Commissioning Entity:**

The organisation that would enter into an agreement with the government to lead any Community-led Commissioning arrangement during the Implementation phase (post EOI and RFP in mid-to-late 2027). This includes holding funding, procuring and commissioning social services, and managing contracts.

- **Community-led Commissioning arrangement:**

We use this term to describe a designed or ‘live’ Community-led Commissioning arrangement in which commissioning decisions for funding and services in scope are being made by the Community-led Commissioning Entity within a specific local geographic area.

Phase:	EOI Phase	Discovery and Design Phase (6 – 12 Months)	<b>Community-led Commissioning Arrangement – Initiation</b>	Community-led Commissioning Arrangement - Live
Local Governance:	<b>Local Group</b> (members may change through phases)			
Govt Contract held by:	<b>N/A</b>	<b>Fund Holder</b>		<b>Community-led Commissioning Entity</b>
National Governance:	<b>SIA</b>	<b>Government Oversight Group</b> (members may change)		

## What we’re looking for

Many Local Groups will see the potential of Community-led Commissioning for their local area and be interested in expressing an interest. However, following the open Expression of Interest process, we will only be able to select and work with up to two Local Groups initially. Any future expansion will depend on whether the government and local leaders are able to successfully develop and implement a Community-led Commissioning arrangement.

It is therefore important that the two Local Groups selected through this process are well placed to succeed. The Local Groups overseeing the work must have a strong local mandate, cohesion and a shared strategic intent to reshape local social services to better serve local communities.

This opportunity is only for Local Groups that have the following foundations in place:

- Are already established locally, made up of multiple organisations and community leaders who work together and have shared purpose and governance arrangements.
- Have strong local credibility and relationships, including established connections with local residents, iwi, hapū, community organisations, and service providers. The people involved will be recognised as trusted community leaders.
- Have a strong understanding of community needs, local social services, local providers, and relevant public service touchpoints (e.g. Oranga Tamariki referral pathways).

- Represent a clearly defined local area, such as a town, city, or rural community, with an identifiable boundary and a population of around 10,000 to 100,000 people.
- Are wanting to focus on commissioning and coordinating services, rather than delivering services.
- Can commit sustained leadership, time, and resources over a six-to-twelve-month Discovery and Design Phase (July 2026 - April 2027 est), understanding that participation does not guarantee an ongoing funded arrangement. (Note that funding will be available to support up to 2 selected groups during the Discovery and Design Phase).
- Can identify and actively manage any actual, potential, or perceived conflicts of interest.

The following will not be considered:

- Applications from a single organisation acting alone, rather than part of a Local Group.
- Those seeking a national or multi-area opportunity.
- Those who are primarily interested in delivering their own services, rather than commissioning and coordinating a mix of services across a community.

We recognise that responding to Expressions of Interest has an opportunity cost for community leaders and organisations. If you do not meet a **significant majority of the conditions above**, please do not spend time on an application. If you would like to be kept informed about how this work is progressing, please email [info@sia.govt.nz](mailto:info@sia.govt.nz) to join our mailing list.

### Community-led Commissioning Scope

The focus of the Community-led Commissioning arrangement will be on people receiving or needing social services – particularly children, young people and families that need support to overcome a range of challenges. There may be potential to expand the scope of a Community-led Commissioning arrangement into other areas of Government investment in the future.

Local Groups may choose to *narrow* their proposal to some specific groups of people – e.g. to focus on new parents or youth.

The potential scope of the Community-led Commissioning arrangement will be the services and associated budgets that are suitable for being managed at a local level.

The following services and associated budgets are considered out-of-scope:

- Services with time-limited funding rather than ongoing services that are regularly commissioned / extended
- Statutory services delivered under legislative mandate (e.g. homes for children in the care of Oranga Tamariki)
- Capital expenditure (e.g. buildings, infrastructure, or major asset investments).
- National universal services (e.g. primary and secondary education).
- Services responding to high and complex needs requiring tightly prescribed delivery models.
- Standardised clinical services (e.g. acute medical care).
- Services requiring a large-scale, highly specialised or regulated workforce (e.g. registered teachers, child protection workers).
- Services delivered in highly controlled environments with significant supervision, restricted movement, or legal confinement (e.g. prisons or secure psychiatric facilities).
- Whānau Ora funding is not in scope. The expectation is that any parties interested in submitting an EOI would work with the relevant Whānau Ora Commissioning Agency to explore the benefits of aligning investment.

The services and associated budgets potentially in-scope for a transfer to a Community Commissioning Organisation are those outside the exclusions discussed above – including many of the community and social

services commissioned by Oranga Tamariki, Ministry of Education, Ministry for Social Development, Corrections, Ministry of Justice, Housing and Urban Development, and Te Whatu Ora.

Non-Government funders also invest significantly in local organisations and social services. The potential to better align the government and non-government funding at the local level is well-recognised. Local Groups are therefore likely to include or be well-connected to other funders.

## **Background**

On 7 April 2025, Cabinet agreed to set up a social service integrated commissioning function and to establish the Social Investment Fund (the Fund). Through Budget 25, Cabinet approved \$190 million for the Fund, covering the financial years from 2025/26 to 2028/29.

The Social Investment Fund Ministerial Group provides oversight of the Fund and receives regular updates from officials. The Social Investment Fund provides a mechanism that Government can use to invest in initiatives that span the interest of multiple government agencies.

It is likely that any agreement between a Community-led Commissioning Entity and the government will be managed by and through the Social Investment Fund.

The Fund would invest directly in the Discovery and Design Phase and the ongoing running of the first two Community-led Commissioning arrangements. However, the funding for commissioning social services will use existing government funding, which will be 'pooled' to create the Community-led Commissioning budget.

The outcome areas that are the focus of the Fund include:

- improved health
- greater safety
- stable and secure housing
- improved knowledge and skills
- increased income and wealth
- more people supported into work

For more information, please visit the Social Investment Agency's website: <https://www.sia.govt.nz/social-investment-fund>

## **Key Information**

This EOI is an invitation to submit an Expression of Interest for the Community-Led Commissioning Discovery and Design Phase opportunity. This is an open competitive tender process. The purpose is to identify up to two Local Groups that can design and deliver a Community-led Commissioning arrangement in their local area.

This EOI is the first step in a multi-phase procurement process, which is outlined below.

### **Phase One: Written Expression of Interest (EOI):**

Through this EOI, Local Groups can provide information about their readiness to work with the government to design a Community-led Commissioning arrangement for their local area.

EOI applications will be assessed using a clear assessment framework detailed further in this document, and a maximum of six groups will be shortlisted for Phase Two: Expression of Interest Presentation / Wānanga phase

### **Phase Two: Expression of Interest Presentation / Wānanga phase**

Up to six Community Leadership Groups will be shortlisted and invited to take part in a one-day wānanga to discuss existing leadership structures, community needs and proposed approach for community-led commissioning.

This phase will consist of:

- One-day wānanga for presentation, questions, and discussion per collective
- Panels questions for clarifications related to the written EOI application
- The evaluation criteria from the previous phase will be used during this phase.

The final decision will be made at the Ministerial level based on advice from government officials.

### **Phase Three: Discovery and Design Phase Agreement**

Up to two selected Local Groups from the shortlist will be invited to participate in this phase. Following the signing of the Discovery and Design Agreement, the Local Groups will undertake a Discovery and Design Phase in partnership with the Social Investment Agency.

The Discovery and Design Agreement will be awarded to the Local Groups for a period of six to twelve months. This phase allows the Local Groups to prepare a detailed proposal for submission in the subsequent Phase Four: Closed Request for Proposals (RFP)

Some of the questions that we expect Local Groups to work through during the Discovery and Design Phase are provided at **Appendix 1: Considerations for Discovery and Design Phase.**

Participation in the Discovery and Design Phase does not guarantee that the Community-Led Commissioning arrangement will proceed, nor does it guarantee that any participating group will be offered funding to deliver its proposed arrangement.

As part of the Application Form accompanying this EOI, Applicants will be asked to provide a breakdown of the costs and activities associated with the Discovery and Design Phase. Contracts of up to \$1,000,000 may be awarded.

This funding is intended to support the time and resources required for the Discovery and Design Phase, including the preparation of a detailed Proposal.

The funding amount applies to the Local Group as a whole, as outlined in the EOI submission, however one organisation must be nominated to manage the contractual agreement with the SIA. The nominated organisation will receive payments from the SIA and would be responsible for distributing funding to the Local Group organisations or individual organisations as directed by and on behalf of the Local Group.

### **Phase Four: Closed Request for Proposals (RFP)**

Local Groups that participate in the Discovery and Design Phase will be invited to submit a detailed proposal through a closed RFP process in early to mid-2027. A suitably qualified and experienced Evaluation Panel will assess these proposals and, where appropriate, recommend up to two Local Groups to implement a Community-led Commissioning arrangement. The final decision on whether to proceed will be made at the Ministerial level.

Taking part in the RFP Phase does not guarantee that a Community-led Commissioning arrangement will proceed, or that any Local Group will receive an ongoing contract to deliver its proposed Community-led Commissioning arrangement.

The amount of funding potentially available under a Community-led Commissioning arrangement will vary depending on the size of the community and the scope and focus of the proposed Community-Led Commissioning arrangement. As an indication, the total social service funding that could potentially be in scope is around \$3.5 billion per year nationwide (approximately \$660 per person).

For example, this could equate to up to approximately \$6.6 million per year for a community of 10,000 people, or around \$66 million for a population of 100,000. These figures are highly indicative and do not represent guaranteed funding amounts.

For any selected Local Group, SIA (working in partnership with relevant government agencies) will provide support during the Discovery and Design Phase to develop a more accurate and tailored budget. This will involve a detailed analysis of relevant social service contracts and expenditure in the local area and will be guided by the specific focus and priorities of the proposed Community-led Commissioning arrangement.

## Our timeline

The timeline for this EOI (all New Zealand times and dates):

EOI released	Thursday 14 May 2026
Deadline for Questions:	5PM, 22 May 2026
Deadline for SIA to respond to questions	5 June 2026
Deadline for EOI applications:	3PM, Friday 12 June 2026
EOI presentations (please ensure relevant people are available should you be shortlisted for a presentation)	July 2026
All Applicants will be notified by of outcome:	August 2026
Discovery and Design Phase Agreement	August – March 2027
Request for Proposals to shortlisted organisations	January - March 2027
Discovery and Design Funding Agreement(s) awarded (please note outcome agreements will only be awarded if a Local Group’s proposal can demonstrate capability and capacity to deliver a robust community-led commissioning arrangement.	July 2027

## How to contact us

Contact us through the Government Electronic Tenders Service (GETS). Please note all questions must be submitted via GETS. Organisations that submit questions in other ways will be redirected to submit their questions via GETS.

## Our Point of Contact:

**Name:** Sid Raman

**Title/role:** Senior Procurement Advisor

**Email address:** [sid.raman@sia.govt.nz](mailto:sid.raman@sia.govt.nz)

## Developing and submitting your Expression

- For resources on submitting an Expression: For Organisations | New Zealand Government Procurement
- If you have any questions, please submit them via GETS before the Deadline for Questions
- Please use the Response Form to submit your Expression of Interest.
- Please complete and sign the declaration at the end of the Response Form.
- Check you have answered all questions and provided all the necessary information.
- Submit your Expression electronically via GETS.

**Please note:** We cannot accept Applications sent by email, post or delivered to our office.

### **Our EOI Process, Terms and Conditions**

The EOI is subject to the EOI Process, Terms and Conditions (shortened to EOI-Terms) described in the EOI Process, Terms and Conditions.

### **Later changes to the EOI or EOI process**

After publishing the EOI, if we need to change anything or provide additional information we will let all Applicants know by placing a notice on the Government Electronic Tenders Service (GETS).

If you have subscribed through GETS for this EOI you will automatically receive notifications of any changes through GETS.

### **Our Requirements**

The Social Investment Agency (SIA) is seeking Expressions of Interest from established, Local Groups that are interested in working in partnership with the Government to design a community-led commissioning arrangement social services in a defined local area.

This EOI is the first stage of a multi-stage process. At this stage, we are not asking you to design or commission services. Instead, we want to understand your readiness, leadership, and capability to take part in a six-to-twelve-month Discovery and Design Phase. During this phase, up to two Local Groups will work with local organisations and communities to design a local community-led commissioning approach. The SIA will provide financial and other supports – including liaising with and gathering relevant information from other Government agencies.

### **What we are looking for**

We want to support a Local Group to lead the design process. Funding to support the design process will be provided during the Discovery and Design Phase. This funding must be administered by an eligible legal organisation (see table below) that is formally registered and has an established governance structure, such as a board or trustees.

The Local Group must nominate this organisation to manage the contractual agreement with the SIA, the nominated organisation must be a member of the Local Group and be able to meet fund holder pre-condition.

The Nominated Fund Holder Organisation will:

- Hold and manage the contract with SIA,
- Distribute funds to the Local Group, or to support organisations with the approval of and on behalf of the Local Group
- Use the funding provided solely for the purpose of undertaking the Discovery and Design Phase activities as stipulated in the draft funding agreement found at **Appendix 3: Form of Contract**

Eligible Entities	Eligible?	Ineligible Entities	Eligible?
Runanga / Iwi Authority	✔ Yes	Sole Trader / Individual	✘ No
Marae Committee (if a legal entity with NZBN)	✔ Yes	Government departments or Crown agencies	✘ No
Charitable Trust	✔ Yes		
Incorporated Society	✔ Yes		
Non-Government Organisation (NGO)	✔ Yes		
Local Council / Local Board	✔ Yes		
Social Enterprise with legal status	✔ Yes		
Community Trust Board	✔ Yes		
Pacific / Ethnic Community Organisation (legally registered)	✔ Yes		
Existing commissioning agency	✔ Yes		
*Educational Institution (e.g., Wānanga, University unit, school board) and for-profit organisations possibly accepted dependent on context. If your organisation is within one of these categories, please seek clarity by way of asking a question via GETS.			

Participation in this Expression of Interest (EOI) or in the Discovery Phase does not guarantee a future contract to deliver a community-led commissioning arrangement.

## **Contractual Agreement term**

### **Phase Three: Discovery and Agreement:**

We expect that the Contract will commence July 2026. The anticipated Contract term will be twelve months.

### **Community-Led Commissioning Contractual Agreement:**

We expect that a Community-Led Commissioning Contract, if approved by Ministers, could commence as early as July 2027. The anticipated Contract term is 5 – 10 years – with final terms to be agreed following the Discovery and Design phase.

## **Contractual Agreement Value**

### **Phase Three: Discovery and Design Contractual Agreement:**

We estimate the value of this Contract to be based on fair and reasonable cost estimates submitted by Applicants with a total funding cap of \$1,000,000.

### **Community-Led Commissioning Entity Contract:**

We estimate the value of this possible future contractual agreement will be based on the findings of the Discovery and Design Phase.

## **Our Evaluation Approach**

This section sets out the Evaluation Approach that will be used to assess and shortlist Expressions.

### **Evaluation model**

The evaluation model is “Weighted Attribute”.

After the EOI due date, all Responses will be assessed to ensure the pre-conditions have been met and that all questions have been answered. If a Response does not meet these requirements, it will not progress to the evaluation phase. In these cases, Respondents will be advised and provided with a written explanation immediately.

Applications that progress will be assessed according to the evaluation criterion, by senior public servants to ensure that only applications with the strongest likelihood of success proceed to the Evaluation Panel. Approximately ten of the highest-ranked Applications received by SIA will progress to the Evaluation Panel for further assessment.

Up to six Local Groups will be shortlisted by the Evaluation Panel and invited to participate in Phase Two: Expression of Interest Presentation / Wānanga phase to present their proposals to the Evaluation Panel in person at a location preferable to the Local Group.

Price will not be a weighted criterion. However, if Applicants are seeking financial support for the Discovery and Design Phase, they will need to complete the Price Section of the **Response Form** and provide a cost breakdown of up to \$1,000,000, indicating the total amount of funding required and what resources will be funded under the agreement.

To ensure responsible use of public funds, costs outlined in Discovery and Design Response Form must be supported by appropriate the documentation and may be checked to ensure that they are fair and reasonable.

## Pre-conditions

Each application must meet the pre-conditions to progress. If a Local Group is not able to meet these pre-conditions, it indicates that this opportunity may not be the right fit at this stage. Applications that meet the pre-conditions will progress to the assessment phase.

#	Pre-conditions	Meets
1.	<p><b>Legal Status:</b> One organisation nominated by the Local Group(s) will hold the initial Discovery and Design Phase Agreement with SIA. The nominated organisation must be a legal organisation, evidenced by way of a NZBN or any other equivalent legal confirmation.</p> <p>The nominated organisation must have formal governance arrangements established and provide a letter of financial viability from the bank or a registered accountant.</p> <p>This organisation contracted by SIA may or may not be the future Community-led Commissioning Organisation. Examples of eligible organisations are provided in <b>Appendix 2: Eligible Organisations</b></p> <p><b>Discovery and Design Agreement</b></p>	<p>Has an NZBN [Yes/No]</p> <p>Has provided letter of financial viability [Yes/No]</p>
2.	<p><b>Local Group composition:</b> The respondent must provide details of the proposed Local Group, including:</p> <ul style="list-style-type: none"> <li>• Names of all members</li> <li>• Their roles within the group</li> <li>• The organisation each member represents</li> </ul> <p>To meet this requirement, the Local Group must satisfy <b>all</b> of the following criteria:</p> <ol style="list-style-type: none"> <li>1. <b>Senior Leadership Representation</b> <ol style="list-style-type: none"> <li>a. At least 50% of members must be senior leaders.</li> <li>b. Senior leaders may include (but are not limited to): Chief Executive Officers, Directors, Senior Managers, Board Members or elected officials.</li> <li>c. Each qualifying senior leader must have a minimum of three (3) years' relevant experience in their current role or an equivalent position.</li> </ol> </li> <li>2. <b>Public Funds Stewardship Experience</b> <ol style="list-style-type: none"> <li>a. At least one member must demonstrate experience managing or governing government contracts with a value exceeding NZD \$5 million.</li> </ol> </li> <li>3. <b>Governance Experience (Organisation Size)</b> <ol style="list-style-type: none"> <li>a. At least one member must have governance board experience within an organisation employing more than 20 staff.</li> </ol> </li> <li>4. <b>Evidence Requirements</b> <ol style="list-style-type: none"> <li>a. All claims must be supported by verifiable evidence (e.g. CVs, certificates, references, or other relevant documentation).</li> </ol> </li> </ol> <p><b>Note:</b> A single Local Leader may satisfy more than one of the above criteria.</p>	<p>CVs, certificates, references, etc. provided [Yes/No]</p>
3.	<p><b>Area Definition:</b> The area of focus must be clearly defined, with identifiable boundaries and population within the area. Please provide evidence of this with an area map, description, or equivalent supporting documentation. The area should have a population of around 10,000 to 100,000 residents.</p>	<p>[Yes/No]</p>
4.	<p><b>Conflicts of Interest:</b> This opportunity is intended for collectives focused on the design and commissioning of services, rather than those currently delivering funded services. It is essential to identify and actively manage any actual, potential, or perceived conflicts of interest, particularly where organisations or individuals have a financial or vested interest in service delivery.</p> <p>Each Local Group members will need to demonstrate and document any conflicts of interest and how they will be managed via the <b>supplied Conflict of Interest Declaration Form</b></p>	<p>Completed COI forms provided [Yes/No]</p>

### Economic Benefits to New Zealand (see Rule 8 for more information)

Further assessment of economic benefits will occur at the RFP stage, including (for example) improvements in local economic outcomes, more efficient delivery of social services, increased access to services, and enhanced social wellbeing for individuals and families.

### Evaluation criteria

The Social Investment Agency will evaluate EOIs which meet all pre-conditions according to the following criteria and weightings.

Criterion	Weighting
<p><b>Vision, Strategic Intent, and Proposed Focus</b></p> <p>The clarity and strength of the Local Group’s proposed direction for Community-led Commissioning in their defined local area, including alignment with social investment outcomes.</p> <p>Assessment will consider:</p> <ul style="list-style-type: none"><li>• A clear and compelling vision for community-led commissioning that reflects the aspirations of local communities, including Māori, and demonstrates a commitment to achieving outcomes.</li><li>• Rationale of the proposed geographic area and population within the required scale i.e. 10,000 – 100,000 people.</li><li>• Identification of priority needs, cohorts and social services within the vision.</li><li>• Clear articulation of what is proposed, what is in scope, what is out of scope, and why.</li><li>• Alignment with local priorities, local ways of working, and context.</li><li>• Focus on achieving longer-term, sustainable improvements and outcomes for people, families, and communities.</li></ul>	<b>20%</b>
<p><b>Community Leadership, Mandate, and Legitimacy</b></p> <p>The strength, credibility, and legitimacy of the Local Group within the defined local area.</p> <p>Assessment will consider:</p> <ul style="list-style-type: none"><li>• Demonstrated recognition as trusted community leaders within the local area.</li><li>• Evidence of mandate and support from key partners, <i>such as</i> iwi and hapū, local Government, Public Service Leads, Community Trusts, philanthropic organisations, and community leaders.</li><li>• Recognition of existing post-Treaty settlement commitments, active social accords, and the role of iwi, hapū, and whānau.</li><li>• Ability to represent, speak for, and work with the whole community, including diverse families and population groups.</li><li>• Evidence that families and community networks acknowledge and support the Local Group and their role.</li><li>• The Local Group should include (or be actively supported by) a relevant Mana Whenua Rūnanga, Post Settlement Governance Entity in the area and/or a Local Authority or Local Council.</li><li>• Sustained leadership, and appropriate re-election or appointment processes.</li></ul>	<b>30%</b>

Criterion	Weighting
<p><b>Collective Readiness and Commissioning Capability</b></p> <ul style="list-style-type: none"> <li>• The extent to which the Local Group has the foundations, capability, and experience required to undertake a community-led commissioning role.</li> <li>• Assessment will consider:</li> <li>• Existing shared strategy, governance arrangements, leadership alignment, and operational collaboration across the collective.</li> <li>• Evidence of past collaboration as a collective, joint problem-solving, and collective accountability.</li> <li>• Experience managing public funding, including financial management, risk, assurance, and accountability requirements.</li> <li>• Understanding of commissioning functions (e.g. planning, purchasing, monitoring, and performance management).</li> <li>• Demonstrated ability within the collective to make fair, transparent, and community-wide funding decisions.</li> <li>• Clear and credible conflict of interest policies and processes.</li> </ul>	<b>15%</b>
<p><b>Understanding of Local Aspirations, Needs and Service Landscape</b></p> <p>The quality of local insight and evidence informing the collective’s understanding of need and opportunity.</p> <p>Assessment will consider:</p> <ul style="list-style-type: none"> <li>• Depth of understanding of local community needs, opportunities, priority cohorts in the community, and lived experience and how these insights are gathered and reached.</li> <li>• Understanding of referral pathways and how people and families access support.</li> <li>• Understanding of the multiple faceted and complexity of needs for families and the importance of flexible, integrated Responses. Knowledge and evidence of existing services, relevant sector bodies (such as Family Violence sector bodies) providers, gaps, duplication, and opportunities for better integration.</li> <li>• Established relationships to support service delivery, such as partnerships with local services that complement your work and/or sector bodies that provide guidance to inform delivery best practice.</li> </ul>	<b>15%</b>
<p><b>5. Future Governance and Accountability Framework</b></p> <p>The Local Group’s ability to design and operate a robust governance and accountability framework for community-led commissioning.</p> <p>Assessment will consider:</p> <ul style="list-style-type: none"> <li>• Proposed and/or existing governance and operational arrangements and roles, including how community voice is enabled / embedded.</li> <li>• Approach to managing conflicts of interest and resolving competing interests particularly the interface and separation between commissioning and delivering services.</li> <li>• Monitoring, performance management, and quality assurance approaches.</li> <li>• Willingness and ability to operate within Government-set outcomes, assurance, and reporting frameworks.</li> <li>• Demonstrated financial, governance, and risk management capability appropriate to public funding.</li> </ul>	<b>20%</b>

Criterion	Weighting
<p><b>6. Readiness for the Discovery and Design Phase</b></p> <p>The Local Group’s preparedness and commitment to participate effectively in the six-to-twelve month Discovery and Design phase.</p> <p>Assessment will consider:</p> <ul style="list-style-type: none"> <li>• Commitment to dedicate the time and resource to the discovery and Discovery and Design Phase.</li> <li>• Clarity on what the discovery and Discovery and Design Phase would involve in the local context.</li> <li>• Existing systems, practices, and capability that can be built on, tested, or adapted.</li> <li>• Openness to learning, testing ideas, and adapting based on data, insights and evidence.</li> <li>• Clear description of proposed activities, milestones, and deliverables, resources and costs</li> <li>• Alignment between activities, objectives, and the intent of the discovery phase.</li> <li>• Realistic and well-justified budget, including use of up to \$1,000,000 for the collective.</li> <li>• Demonstrated understanding of the collective nature of the funding and shared accountability.</li> </ul>	<p><b>Not weighted</b></p>
<p><b>Total weightings</b></p>	<p><b>100%</b></p>

**Alternative Proposals**

Local Groups may have new and innovative ways to deliver against the requirements. The SIA will accept alternative proposals, however, all proposals must meet the Pre-conditions, answer all questions in the EOI Response Form and follow the procurement process outlined in this document.

## Scoring

Description	Definition	Rating
<b>Pioneering</b>	Application demonstrates outstanding capability, credibility, and readiness in relation to the criterion. Provides compelling, well-evidenced examples that go beyond the requirements, clearly demonstrating a strong likelihood of successful delivery and meaningful added value for the community and system. The approach is comprehensive, mature, and highly assured.	9-10
<b>Mature</b>	Application demonstrates strong capability and readiness that exceeds minimum requirements. Evidence is robust and relevant, indicating a well-considered and deliverable approach. Any minor gaps are limited in scope and readily manageable. The Response shows clear alignment with the intent of community-led commissioning and a strong foundation for success.	7-8
<b>Established</b>	Application demonstrates the capability to meet the criterion to a satisfactory level. Evidence provided is relevant and credible, showing an understanding of requirements and a viable approach to delivery. Some areas would benefit from additional depth or clarity to further strengthen confidence and highlight potential added value.	5-6
<b>Scaling</b>	Application shows capability against the criterion, with some relevant elements and intent evident. Supporting evidence is present but variable in depth or consistency. Further development, clarification, or strengthening would enhance confidence in readiness and delivery capability and capacity.	3-4
<b>Developing</b>	Application demonstrates early or limited alignment with the criterion. While some aspects may be identified, the approach and supporting evidence are under-developed or unclear. Significant further articulation and evidence would be needed to demonstrate capability and readiness for delivery.	1-2
<b>Emerging</b>	Application does not demonstrate alignment with the criterion. Information provided is insufficient or non-compliant, and does not demonstrate the capability, understanding, or readiness required for consideration at this time.	0

## Appendix 1: Considerations for the Discovery and Design Phase

We anticipate that the successful Local Groups will work through the following considerations as they design a Community-led Commissioning arrangement suitable for their local areas aspirations and needs and complete their final proposal.

The SIA will lead work with government agencies to ensure the Local Groups have the information they need on contracts, budgets, services, referral pathways, and any specific agency requirements.

Participation in the Discovery and Design Phase does not guarantee that the Community-led Commissioning arrangement will proceed, nor does it guarantee that any participating group will be offered an ongoing contract to deliver its proposed arrangement.

### Understanding the Community Context

Building a shared understanding of community needs, existing services, and how people currently access support.

#### **Understanding community needs and current investment:**

Looking closely at the aspirations and needs of people and families in the community, including the challenges they face and any support they already receive. This includes identifying where government and other funders are already investing and considering whether spending could be better aligned or used more effectively.

#### **Engagement framework:**

This activity will explore how the community voice can continue to be represented at the leadership table, in commissioning decisions, and in service design.

#### **Referral pathways – current and future state:**

Understanding how people engage with social services and how existing referral pathways connect across government and non-government services – and how these pathways could work better for communities in the future.

### Designing the Commissioning Arrangement

Determining what the Community-led Commissioning arrangement will focus on and how it will operate.

#### **Defining included services / contracts:**

Identifying which types of services and existing contracts are suitable to be part of the Community-led Commissioning arrangement, and which should remain under the management of government agencies.

**Developing a clear strategy / theory of change:** Building a clear theory of change that explains how the chosen services and activities are expected to lead to better outcomes for people, families, and communities.

**Developing an operating framework:** Designing a clear and practical way the Community-led Commissioning arrangement will work day-to-day, including decision-making processes, funding flows, and how the arrangement will be managed and supported.

## **Governance, Accountability, and System Settings**

Putting in place the structures that ensure the arrangement is transparent, accountable, and effective.

### **Defining communities and governance arrangements:**

Clearly defining the community or communities covered by the arrangement, including geographic boundaries, and designing governance arrangements that set out decision-making roles, leadership, and how community voices are included.

### **Setting up outcomes, accountability, and performance management:**

Agreeing on the outcomes the arrangement is expected to achieve, how progress will be measured, and how the Community-led Commissioning organisation can be held accountable for outcomes and the use of public funding under an agreement.

### **Managing conflicts of interest:**

Identifying where conflicts of interest could arise, particularly where organisations may both commission and deliver services, and establishing clear rules and processes to manage these fairly and transparently.

### **Impact evaluation and reporting:**

Designing how the impact of the arrangement will be measured over time, including what data will be collected, how results will be reported, and how learning will be shared with communities and government.

## **Working Arrangements with Government**

Clarifying how the Community-led Commissioning organisation and government agencies will work together during the design process and beyond.

### **Roles and responsibilities:**

Clearly setting out the roles and responsibilities of the SIA and the future or existing Community-led Commissioning entity, including decision-making responsibilities and how the parties will work together.

### **Collaborative negotiation approach:**

Agreeing how collaborative negotiations will be carried out during the design phase, including key topics for discussion, how decisions will be reached, and how differences of view will be managed.

### **Length of the initial agreement:**

Considering how long the initial implementation agreement term will be and how this timeframe supports learning, stability, the monitoring of outcomes and future decision-making.

### **Preparing for the Next RFP Phase:**

Bringing the design work together to develop a strong and well-evidenced proposal to be submitted as part of the later Request for Proposal (RFP) phase, drawing on the work completed during the Discovery and Design Phase. This activity will be the full responsibility of the community collective.

## Appendix 2: Eligible Organisations Discovery and Design Agreement

The following table includes the organisations that are eligible to be nominated by the Local Group to enter into a contractual agreement with the SIA as mentioned in Pre-condition One: Legal Status.

Eligible Entities	Eligible?	Ineligible Entities	Eligible?
Runanga / Iwi Authority	✓ Yes	Sole Trader / Individual	✗ No
Marae Committee (if a legal entity with NZBN)	✓ Yes	Government departments or Crown agencies	✗ No
Charitable Trust	✓ Yes		
Incorporated Society	✓ Yes		
Non-Government Organisation (NGO)	✓ Yes		
Local Council / Local Board	✓ Yes		
Social Enterprise with legal status	✓ Yes		
Community Trust Board	✓ Yes		
Pacific / Ethnic Community Organisation (legally registered)	✓ Yes		
Existing commissioning agency	✓ Yes		
*Educational Institution (e.g., Wānanga, University unit, school board) and for-profit organisations possibly accepted dependent on context. If your organisation is within one of these categories, please seek clarity by way of asking a question via GETS.			

### Appendix 3: Form of Contract

#### FUNDING AGREEMENT

Community-Led Commissioning: Discovery and Design Phase

**DATED:** [Date]

#### PARTIES

The Sovereign in Right of New Zealand acting by and through the Secretary for Social Investment and Chief Executive for the Social Investment Agency ("the Funder")

[FULL LEGAL NAME OF RECIPIENT] (NZBN: [Insert NZBN]) ("the Recipient")

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## **BACKGROUND**

- A The Funder issued a request for Expressions of Interest (EOI) for Community-Led Commissioning, seeking to identify Local Groups to design and develop a community-led commissioning arrangement for their region.
- B The Recipient is the nominated legal entity to act as a fund holder for the Local Group, who submitted a response to the EOI and has been selected by the Funder to participate in the Discovery and Design Phase of the initiative. The other entities that form the Local Group with the Recipient are listed in Appendix 2.
- C The entities listed in Appendix 2 are not parties to the Agreement. Nothing in this Agreement creates any contractual relationships between the Funder and any entity listed below.
- D The Funder wishes to provide funding to the Recipient to support the activities required during the Discovery and Design Phase, with the primary objective of developing a detailed proposal for submission in a subsequent closed Request for Proposal (RFP) stage.
- E The Recipient has the necessary skills, experience, and resources to undertake the management of the funds on behalf of the Local Group to enable the delivery of the Discovery and Design Phase Project (the Project) and has agreed to accept the Funding on the terms and conditions set out in this Agreement.

## **AGREEMENT**

The Funder will pay the Funding to the Recipient, and the Recipient accepts the Funding, on the terms and conditions set out in Schedule 1 (Details) and Schedule 2 (Standard Terms and Conditions).

**EXECUTION**

SIGNED by the Sovereign in Right of New Zealand acting by and through the Secretary for Social Investment and Chief Executive for the **SOCIAL INVESTMENT AGENCY**:

Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Position \_\_\_\_\_

Dated \_\_\_\_\_

SIGNED for and on behalf of [**FULL LEGAL NAME OF RECIPIENT**] by its authorised signatory:

Signature \_\_\_\_\_

Full Name \_\_\_\_\_

Position \_\_\_\_\_

Dated \_\_\_\_\_

## SCHEDULE 1 – DETAILS

Item	Details
<b>1. Project Title</b>	Community-led Commissioning: Discovery and Design Phase
<b>2. Recipient</b>	Legal Name: [Insert Full Legal Name] NZBN: [Insert NZBN] Address: [Insert Physical Address]
<b>3. Term</b>	<b>Start Date:</b> [Insert date] <b>End Date:</b> [Insert date] The Term is one year from the Start Date.
<b>4. Project Purpose</b>	<p>The purpose of the Project is to enable the Recipient to undertake the Discovery and Design Phase to develop a comprehensive, well-evidenced proposal for a community-led commissioning arrangement ("the Proposal").</p> <p>This phase will produce key artefacts, frameworks, and intellectual property (collectively, "Project Outputs") that will not only inform the Proposal but are also intended to be used by the Funder to influence wider system change. These Project Outputs will provide insights and arrangements that may inform the Funder's future programmes, the potential rollout of similar arrangements in other regions, and be shared with other applicant groups to improve capability across the sector.</p> <p>The Proposal is for submission to a closed Request for Proposals (RFP) process in early to mid 2027. The Project activities are those outlined in the Recipient's EOI Response Form and informed by 'Appendix A: Considerations for the discovery and design phase' of the EOI document.</p>
<b>5. Total Funding</b>	The total amount of Funding payable by the Funder to the Recipient under this Agreement is \$[Insert Amount] (exclusive of GST), up to a maximum of <b>\$1,000,000</b> . This amount is based on the fair and reasonable costs submitted by the Recipient.
<b>6. Payment Schedule</b>	<p>The Funding will be paid in instalments upon receipt of a valid GST invoice, subject to the completion of the relevant milestone to the Funder's satisfaction.</p> <p>Instalment 1: 40% <b>(\$[Insert Amount])</b> Payable upon the signing of this Agreement by both parties.</p> <p>Instalment 2: 40% <b>(\$[Insert Amount])</b> Payable upon the submission of a satisfactory mid-point progress report by 30 September 2026.</p> <p>Instalment 3: 20% <b>(\$[Insert Amount])</b> Payable upon the submission of a satisfactory Final Report in accordance with Item 7 of this Schedule.</p>
<b>7. Key Deliverables</b>	<ol style="list-style-type: none"> <li>Mid-Point Progress Report: <b>60 working days after the Start Date or 30 September 2026 (whichever is later).</b></li> <li>Final Report: Within 20 working days of the End Date.</li> <li>Final Proposal: A comprehensive proposal submitted to the closed RFP process by the <b>deadline specified by SIA (expected in early 2027).</b></li> </ol>
<b>8. Reporting Requirements</b>	<p><b>8.1. Engagement:</b></p> <p>a) Progress Meetings: The parties will meet fortnightly via videoconference to discuss Project progress, risks, and key learnings. The primary purpose of these meetings is to facilitate the Funder's reporting obligations.</p> <p>b) Wānanga: The parties will participate in regular in-person wānanga to collaborate on the Project. This may include:</p>

Item	Details
	<p>i. A three-day wānanga to be held within the first 20 working days of the Start Date.</p> <p>ii. A minimum of one two-day wānanga per calendar month for the remainder of the Term.</p> <p>iii. The Recipient may be required to attend these wānanga in Wellington to access Funder resources, with all reasonable travel costs to be met from the Funding.</p> <p><b>8.2. Progress Reporting to Ministers:</b></p> <p>a) The Recipient acknowledges the Funder is required to provide regular progress reports to Government Ministers, including fortnightly updates and formal reports every three months.</p> <p>b) Following each fortnightly Progress Meeting, the Funder will draft a progress report for the Minister.</p> <p>c) The Funder may provide relevant parts of the draft report to the Recipient to review for factual accuracy. The Recipient must provide any corrections or comments within two (2) working days of receipt.</p> <p>d) The Recipient's review is for accuracy only, and the Funder retains ultimate discretion over the content of its advice and reporting to Ministers.</p> <p>e) By signing this Agreement, the Recipient consents to the use of Project Intellectual Property and Project information for the purpose of the Funder's reporting obligations under this clause.</p> <p><b>8.3. Final Report:</b></p> <p>The Recipient must submit a Final Report within 20 working days of the End Date. The Final Report must include, at a minimum:</p> <p>a) A summary of key activities undertaken and progress towards developing the Proposal.</p> <p>b) A final summary of expenditure against the approved budget.</p> <p>c) Key learnings, findings, and challenges from the design phase.</p> <p>d) A developed Theory of Change.</p> <p>e) An Engagement Framework.</p> <p>f) Confirmation that the Proposal has been submitted to the RFP process, or that the Recipient has withdrawn from the process.</p>
<b>9. Key Contacts</b>	<p>The Funder (SIA): <a href="#">[Details]</a></p> <p>The Recipient: <a href="#">[Details]</a></p>
<b>10. Special Condition: Withdrawal</b>	<p>If, at any time during the Term, the Recipient elects not to submit a Proposal to the RFP process, the Recipient must notify the Funder in writing immediately. Upon such notification:</p> <p>a) The Recipient will not be entitled to receive any further payments under this Agreement.</p> <p>b) The Recipient must submit a Final Report within 20 working days of the withdrawal notice, detailing all expenditure incurred to date.</p> <p>c) The Recipient must return any unspent funds to the Funder within 20 working days of providing the Final Report.</p>

## SCHEDULE 2 – STANDARD TERMS AND CONDITIONS

### 1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, unless the context requires otherwise:

**Agreement** means this funding agreement, including Schedule 1 and Schedule 2.

**Background Intellectual Property** means any Intellectual Property Rights owned by or licensed to a party prior to the Start Date or developed independently of this Agreement.

**Confidential Information** means any information that is by its nature confidential or designated by a party as confidential, but does not include information that is publicly available (other than through a breach of this Agreement).

**Conflict of Interest** means a situation where the Recipient's independence, objectivity, or impartiality can be called into question, whether actual, potential, or perceived.

**End Date** means the date specified in Item 3 of Schedule 1.

**Funding** means the total amount specified in Item 5 of Schedule 1.

**Intellectual Property Rights** includes copyright, patents, designs, trademarks and all other rights resulting from intellectual activity.

**Project** means the activities described in Item 4 of Schedule 1.

**Project Intellectual Property** means all Intellectual Property Rights created by the parties jointly or by the Recipient in the course of carrying out the Project, including all reports, data, frameworks, and other materials.

**Project Outputs** means the artefacts, frameworks, and other materials, whether or not they are subject to Intellectual Property Rights, created during the Project as described in Item 4 of Schedule 1.

**Start Date** means the date specified in Item 3 of Schedule 1.

**Term** means the period from the Start Date to the End Date.

1.2. Headings are for convenience only and do not affect the interpretation of this Agreement. References to a statute include that statute as amended or re-enacted.

## **2. PARTIES' OBLIGATIONS**

### **2.1. The Parties must:**

- a) act in good faith and honestly in their dealings with each other.
- b) notify each other promptly of any actual or anticipated issues that could:
  - i. significantly impact on the Programme or the Funding; or
  - ii. attract external attention (such as receiving media attention), or represent potential risk to the Government; and
- c) comply with all applicable laws and regulations.

## **3. RECIPIENT'S OBLIGATIONS**

### **3.1. The Recipient must:**

- a) Use the Funding exclusively for the Project and for no other purpose.
- b) Carry out the Project diligently, professionally, and in accordance with its EOI submission and all applicable New Zealand laws.
- c) Meet all Key Deliverable and Reporting Requirements specified in Schedule 1.
- d) Notify the Funder immediately of any matter that may significantly impact the delivery of the Project.

### **3.2. The Recipient acknowledges it holds this Agreement as the legal entity to act as the fund holder for the Local Group and is solely responsible to the Funder for all obligations, including the management and distribution of Funding.**

## **4. FUNDER'S OBLIGATIONS**

### **4.1. The Funder must:**

- a) Work with Government agencies to ensure community collectives have the information they need on contracts, budgets, services, referral pathways, and any specific agency requirements.
- b) Provide information and in-house support required to facilitate the delivery of the Project in a timely manner to the Recipient.
- c) Notify the Recipient immediately of any matter that may significantly impact the Project.

### **4.2. The Recipient will not be liable for any failure to meet its obligations under this Agreement that are caused by undue delay by the Funder to provide required information and in-house support.**

## **5. PAYMENT OF FUNDING**

### **5.1. The Funder will pay the Funding in accordance with the Payment Schedule, subject to the Recipient meeting its obligations to the Funder's satisfaction.**

### **5.2. If GST is applicable, the Funder is not obliged to pay any amount until it has received valid Taxable Supply Information from the Recipient.**

### **5.3. Unless otherwise agreed, the Recipient must refund any unspent Funding to the Funder within 20 working days of the End Date or earlier termination of this Agreement.**

## **6. WARRANTIES**

### **6.1. The Recipient warrants that:**

- a) it is a legal entity with the full power and authority to enter into this Agreement;
- b) all information provided to the Funder was true, complete, and accurate; and
- c) its performance of this Agreement will not infringe the Intellectual Property Rights of any third party.

## **7. RECORDS AND AUDIT**

### **7.1. The Recipient must maintain true and accurate records of its use of the Funding and retain these for at least seven years after the End Date.**

### **7.2. The Funder or its authorised representative may, on 20 working days written notice, audit the Recipient's records to verify compliance with this Agreement. The Recipient must provide all reasonable assistance.**

### **7.3. Despite clause 7.2, the Funder may provide a shorter notice period of 5 working days if it reasonably considers that there are serious circumstances that warrant it, including (but not limited to) a suspected material breach of this Agreement or misuse of the Funding.**

## **8. INTELLECTUAL PROPERTY**

### **8.1. Background Intellectual Property: Each party retains ownership of its Background Intellectual Property. No provision of this Agreement transfers ownership of either party's Background Intellectual Property.**

### **8.2. Ownership of Project Intellectual Property: The parties will jointly own all Project Intellectual Property.**

### **8.3. Use of Project Intellectual Property:**

- a) Each party may use the Project Intellectual Property for its own purposes.
- b) The Funder may, without further consent from the Recipient, use, copy, adapt, and share the Project Intellectual Property for any governmental purpose, including to:

- i. inform any national rollout of the Programme across other regions;
  - ii. evaluate and improve the Programme; and
  - iii. share learnings and frameworks with other government agencies or future applicant groups.
- 8.4. Acknowledgement: The Funder and Recipient will use reasonable endeavours to acknowledge the mutual contributions by both parties in any public-facing materials that substantively reproduce the Project Intellectual Property.

**9. CONFIDENTIALITY AND OFFICIAL INFORMATION**

- 9.1. Each party must keep the other party's Confidential Information confidential.
- 9.2. The Recipient acknowledges that the Funder is subject to the Official Information Act 1982 and may be required to release information about this Agreement.

**10. LIABILITY, INDEMNITY, AND INSURANCE**

- 10.1. The Funder's maximum liability under this Agreement is limited to the total amount of the Funding.
- 10.2. The Recipient indemnifies the Funder against any claim, loss, or expense arising from any breach of this Agreement, negligence, or unlawful act by the Recipient.
- 10.3. The Recipient must maintain adequate insurance to cover its risks and provide evidence to the Funder on request.

**11. CONFLICTS OF INTEREST**

- 11.1. The Recipient warrants it has no Conflict of Interest other than any already declared to the Funder.
- 11.2. The Recipient must promptly notify the Funder of any Conflict of Interest that arises and comply with any reasonable directions to manage it. This is a key design consideration for the Project.

**12. TAXATION**

The Recipient is solely responsible for all taxation liabilities, rates, and levies payable in relation to the Funding.

**13. HEALTH AND SAFETY**

The Recipient must comply with all its obligations under the Health and Safety at Work Act 2015.

**14. NO GUARANTEE OF FUTURE FUNDING**

This Agreement does not create any expectation of further funding or guarantee that the Recipient's Proposal will be successful in the RFP stage.

**15. SUBCONTRACTING**

- 15.1. The Recipient may engage external professional consultants if required to support the delivery of the Project.
- 15.2. The Recipient will not be relieved of any of its liabilities or obligations under this Agreement by entering into any subcontract.

**16. TERMINATION**

- 16.1. The Funder may terminate this Agreement by written notice if the Recipient commits a material breach that is not remedied, becomes insolvent, or provides misleading information.
- 16.2. Upon termination for breach, the Funder may require the Recipient to repay all or part of the Funding paid.

**17. DISPUTE RESOLUTION**

The parties will attempt to resolve any dispute in good faith through negotiation. If unresolved within 10 working days, the parties will refer the dispute to mediation.

**18. GENERAL PROVISIONS**

- 18.1. Relationship: This Agreement does not create a relationship of partnership, joint venture, or agency.
- 18.2. Assignment: The Recipient must not assign its rights or obligations without the Funder's prior written consent. A change in the effective control of the Recipient is deemed an assignment.
- 18.3. Notices: Notices must be in writing and sent to the Key Contacts. A notice sent by email is deemed received when it enters the recipient's information system.
- 18.4. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior communications.
- 18.5. Variation: No variation to this Agreement will be effective unless it is made by mutual agreement of the parties, is recorded in writing, and is signed by an authorised representative of each party. Either party may propose a variation by providing written notice to the other party, detailing the proposed change and the reasons for it.
- 18.6. Governing Law: This Agreement is governed by the laws of New Zealand.
- 18.7. Survival: Clauses relating to records, audit, intellectual property, confidentiality, liability, and dispute resolution survive the termination or expiry of this Agreement.
- 18.8. Counterparts: This Agreement may be executed in any number of counterparts, including by electronic signature.



## **APPENDIX 1 – POLICIES AND PRINCIPLES**

The Recipient must develop, maintain, and comply with policies and principles that address the following areas for the duration of the Project.

### **1. INTELLECTUAL PROPERTY PRINCIPLES**

1.1. The Recipient's IP policies must:

- a) Determine the ownership of Project Intellectual Property, ensuring all persons involved in the Project acknowledge these arrangements.
- b) Ensure that cultural considerations, Te Tiriti o Waitangi, and Māori rights and interests are properly taken into account.
- c) Provide guidance on managing potential conflicts of interest concerning the creation and use of Project Intellectual Property.
- d) Use best endeavours to maximise the benefits to New Zealand from the Project.

### **2. THEORY OF CHANGE**

2.1. The Recipient will develop a theory of change that sets out why the Project envisions system change and how the Recipient intends to achieve this system change.

2.2. As part of the theory of change, the Recipient will identify needs to be addressed and must develop and maintain a plan to:

- a) assess the support services, including existing referral pathways, that are currently provided and identify which types of services and existing contracts are suitable to be part of the community-led commissioning arrangement, and which should remain under the management of government agencies;
- b) determine which outcomes can be measured as part of the implementation of the community commissioning arrangement;
- c) set out the resources available to be invested in the implementation of the community commissioning arrangement;
- d) identify how those resources will be allocated to achieve system change;
- e) identify targeted outcomes for short, medium and long term success of the community commissioning arrangement; and
- f) design a clear and practical way the community-led commissioning arrangement will work day-to-day, including decision-making processes, funding flows, and how the model will be managed and supported.

2.3. The plan must set out how the Recipient will manage, protect, and share data collected as part of the Project, while complying with all privacy obligations.

### **3. ENGAGEMENT FRAMEWORK**

3.1. The Recipient must develop and maintain an engagement framework for the Project.

3.2. The framework must identify pathways to ensure that community voice, input, and representation is included at the leadership table. The framework should include consideration of risks related to community engagement and collaboration within the collective.

**APPENDIX 2 – LOCAL GROUP**

The entities listed below, alongside the Recipient, together make up the Local Group at the date of this Agreement. The entities listed below are not parties to the Agreement. Nothing in this Agreement creates any contractual relationships between the Funder and any entity listed below.

Local Group Organisations:

<b>Organisation</b>	<b>Entity type</b>	<b>Role in Local Group</b>

## Appendix 4: EOI Terms

### Section 4: EOI Terms

Defined terms are shown using capitals. You can find definitions at the end of this Section.

#### Preparing and submitting an EOI

##### 4.1 Preparing an Expression of Interest

###### a. Applicant obligations

The Applicant must:

- i. read the complete EOI and any additional information provided and referred to by SIA
- ii. respond using the EOI Response Form provided and include all information SIA requests
- iii. consider the risks and contingencies relating to the delivery of the EOI requirements and outline how it will manage those risks and contingencies
- iv. include any assumptions, dependencies and/or qualifications in the Application, including anything that may limit its obligations or increase its quoted pricing or cost estimates
- v. quote prices in NZ\$, exclusive of GST
- vi. obtain independent advice before submitting a Application (if necessary)
- vii. make sure the Application is correct and the Application pricing is sustainable, e.g. covers the Whole-of-Life of the Contract, not just the initial term.

###### b. Process acceptance

By submitting a Application, the Applicant accepts the EOI-Terms.

###### c. No obligation, no penalty

Organisations are not expected or required to submit an application in order to remain on any prequalified or registered supplier list.

##### 4.2 Applicant questions

- a. The Applicant must make sure they understand the EOI.
- b. If the Applicant has any questions or needs clarification, they:
  - i. must submit questions before the Deadline for Questions (Section 1 of the EOI)
  - ii. must clearly indicate any commercially sensitive information in their question
  - iii. may withdraw their questions at any time.
- c. When SIA receives questions before the Deadline for Questions:

SIA may provide details of both the questions and the answers to other Applicants. In these circumstances SIA will summarise the questions and will not disclose the Applicant's identity.

- i. Unless stated otherwise in the EOI, SIA will post both the questions and answers on GETS.
- ii. SIA will not publish the Applicant's commercially sensitive information. However, if SIA considers the information to be significant for all Applicants, SIA may modify the question and publish both this and the answer. In that case SIA will first give the Applicant the opportunity to withdraw the question or remove any of their own commercially sensitive information.

##### 4.3 Submitting an application

- a. The Applicant must ensure SIA receives the Application at the correct address on or before the Deadline for Applications.
- b. After the Deadline for Applications, SIA will acknowledge receipt of the Application.
- c. The Applicant must ensure that all information they provide to SIA:
  - i. is true, accurate and complete
  - ii. is not misleading in any material respect
  - iii. does not contain material that infringes a third party's intellectual property rights
  - iv. is identical, if they supply both hard and soft copy Applications.
- d. SIA may rely on the Application and all information provided by the Applicant during the EOI process (e.g. correspondence and negotiations).

#### Assessing Applications

#### **4.4 Evaluation panel**

SIA's panel will consider the Application. SIA may have different panel members for considering different aspects of the Application. SIA may include independent advisors as panel members to consider some or all aspects of the Application.

#### **4.5 Third party information**

- a. SIA may request information from a third party where SIA considers the information may be relevant to the EOI process, excluding commercially sensitive information about pricing or contract terms.
- b. If this occurs, the Applicant:
  - i. authorises SIA to collect that information from the relevant third party (e.g. a referee or client), and authorises the third party to release it to SIA

#### **4.6 Clarification of Application**

- a. SIA may ask the Applicant for more information or clarification on the Application at any time during the EOI process.
- b. SIA need not ask all Applicants for the same clarification.
- c. The Applicant agrees to provide the information or clarification as soon as possible, in the format requested by SIA.
- d. If the Applicant does not provide adequate information or clarification within a reasonable time (as determined by SIA), SIA may remove the Application from its evaluation process.
- e. agrees SIA may use that information in its evaluation of the Application
- f. must ensure that all referees listed in the Application agree to provide a reference.

#### **4.7 Evaluation and shortlisting of Application**

- a. SIA will initially evaluate the Application based on the Applicant's submitted EOI Response Form.
- b. SIA may adjust its evaluation after considering additional information or clarification, as described in Sections 4.5 and 4.6 above.
- c. If an Application is shortlisted this does not mean that SIA has accepted an offer or made any commitment. There is no obligation for SIA to enter negotiations with, or award a Contract to, any shortlisted Applicant.
- d. After the shortlisting of Applicants based on their Applications, any further participation by a shortlisted Applicant in any subsequent stage of the procurement process that flows out of the EOI will be subject to the shortlisted Applicant accepting.
- e. If an Applicant is not shortlisted based on its Application, SIA may exclude it from any further participation in any subsequent stage of the procurement process that flows out of the EOI.

#### **4.8 Applicants debrief**

- a. At the end of the EOI process, SIA will offer to debrief the Applicant. This debrief may be by letter, email, phone or a meeting.
- b. The Applicant has 10 Business Days from the date of SIA's offer to accept a debrief.
- c. SIA will provide the debrief within 30 Business Days from either the date of the Applicant's acceptance of a debrief, or the date the Contract is signed, whichever is later.
- d. The debrief will:
  - i. explain why the Application was or was not shortlisted
  - ii. explain how the Application performed against the pre-conditions (if applicable) and the evaluation criteria
  - iii. indicate the Application's relative strengths and weaknesses
  - iv. explain, in general terms, the relative advantages of the shortlisted Application(s), without necessarily identifying the relevant Applicants
  - v. seek to address any concerns or questions from the Applicant
  - vi. seek feedback from the Applicant on the EOI and EOI process.

#### **4.9 Notification of outcome**

During the 30 Business Days after the Contract has been signed, SIA:

- a. will let all unsuccessful Applicants know the name of the Successful Applicants, if any
- b. may make public the name and address of the Successful Applicants (if any) and any unsuccessful Applicants
- c. will publish a Contract Award Notice on GETS, where applicable. Contract Award Notices are available to view by the public on GETS. The Applicant may request that SIA withhold its address from the Contract Award Notice for privacy reasons. SIA may withhold the Applicant's address from the Contract Award Notice in a manner consistent with the Privacy Act 2020.

#### **4.10 Issues and complaints**

- a. The Applicant may, in good faith, raise with SIA any issue or complaint about the EOI or EOI process at any time.
- b. When this occurs:
  - i. SIA will consider and respond promptly and impartially to the Applicant's issue or complaint
  - ii. both the Applicant and SIA must do their best to resolve the issue or complaint
  - iii. SIA must not allow the issue or complaint to prejudice the Applicant's participation in the EOI process, or limit or affect the Applicant's future procurement opportunities.

#### **Standard EOI conditions**

##### **4.11 Buyer's Point of Contact**

- a. The Applicant must direct all EOI enquiries to SIA's Point of Contact in Section 1 of the EOI.
- b. The Applicant must not approach any other employee or other representative of SIA, directly or indirectly, for information on any aspect of the EOI.
- c. Only the Point of Contact, or a person authorised by SIA, may communicate with the Applicant on any aspect of the EOI. SIA will not be bound by any statement made by any other person.
- d. SIA may change its Point of Contact at any time. SIA will notify the Applicant of any change by email or posting a notification on GETS.
- e. If the Applicant has an existing contract with SIA, the Applicant must not use its business-as-usual communications to contact SIA regarding the EOI.

##### **4.12 Conflict of Interest**

- a. The Applicant must complete the Conflict of Interest declaration in the EOI Response Form. If a joint Application is being submitted, each party must complete the Conflict of Interest declaration separately.
- b. If a Conflict of Interest arises during the EOI process, the Applicant must inform SIA immediately.
- c. SIA may exclude a Applicant from the EOI process if a material Conflict of Interest arises.

##### **4.13 Ethics**

- a. The Applicant must not attempt to influence, reward or benefit any representative of SIA, nor offer any form of personal inducement, in relation to the EOI or the EOI process.
- b. The Applicant must comply with the Supplier Code of Conduct issued by the Procurement System Leader, and any other relevant codes of conduct listed in the EOI.
- c. SIA may exclude the Applicant from the EOI process for a breach of paragraphs 4.11b, 4.11e, 4.13a or 4.13b.
- d. To maintain a fair and ethical EOI process, SIA may require additional declarations or other evidence from the Applicant, or any other person, at any time.

##### **4.14 Anti-collusion and bid rigging**

- a. By submitting the Application the Applicant warrants that:
  - i. the Application has not been prepared in collusion with a Competitor.
  - ii. it will not engage in deceptive or improper conduct during the EOI process.

- b. SIA may exclude the Applicant from the EOI process if a breach of these warranties occurs.
- c. SIA reserves the right to report suspected collusion or anti-competitive behaviour to the appropriate authority, and to give that authority all relevant information, including the Application.

#### **4.15 Confidential Information**

- a. Without limiting any other confidentiality agreement between them, SIA and the Applicant will both take reasonable steps to protect the other party's Confidential Information.
- b. Except as permitted by the other provisions of this Section 4.15, neither party will disclose the other party's Confidential Information to a third party without that other party's prior written consent.
- c. Each party may each disclose the other party's Confidential Information to anyone who is directly involved in the EOI process on that party's behalf, but only for the purpose of participating in the EOI. This could include (but is not limited to) officers, employees, consultants, contractors, professional advisors, evaluation panel members, partners, principals or directors. Where this occurs, the disclosing party must take reasonable steps to ensure the third party does not disclose the information to anyone else, and does not use the information for any purpose other than participating in the EOI process.
- d. The Applicant acknowledges that SIA's confidentiality obligations are subject to requirements imposed by the Official Information Act 1982 (OIA), the Privacy Act 2020, parliamentary and constitutional convention, and any other obligations imposed by law. Where SIA receives an OIA request that relates to a Applicant's Confidential Information, SIA 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.
- e. The Applicant may disclose SIA's Confidential Information to the extent strictly necessary to comply with law or the rules of any stock exchange on which the securities of the Applicant or any related entity are currently listed. Unless prohibited by law, the Applicant must consult with SIA before making such a disclosure.
- f. SIA will not be in breach of its obligations if it discloses Confidential Information to the appropriate authority because of suspected collusive or anti-competitive tendering behaviour.

#### **4.16 Costs of participating in the EOI process**

Except as otherwise stated in the EOI, the Applicant must meet their own costs associated with the preparation, presentation and negotiation of the Application.

#### **4.17 Ownership of documents**

- a. The EOI and its contents remain the property of SIA. All Intellectual Property rights in the EOI remain the property of SIA or its licensors.
- b. SIA may request the immediate return or destruction of any EOI documents and any copies, in which case the Applicant must comply in a timely manner.
- c. All documents forming part of the Application will, once they are delivered to SIA, become the property of SIA. The Application will not be returned to the Applicant.
- d. Intellectual Property rights in the Application remain the property of the Applicant or its licensors.
- e. The Applicant grants to SIA a license to retain, use, copy and disclose information contained in the Application for any purpose related to the EOI process, including keeping appropriate records.

#### **4.18 Limited rights and obligations**

- a. Except as stated otherwise in this Section 4.18, nothing in the EOI, these EOI Terms or the EOI process creates a contract or any other legal relationship between SIA and Applicant, unless and until they enter into a Contract.
- b. The following are binding on the Applicant:
  - i. The Applicant's signed declaration (contained in the EOI Response Form).
  - ii. The Applicant's obligations under paragraphs 4.3c and 4.3d. Nothing in this Section 4.18 takes away from any rights or remedies SIA may have in relation to the Applicant's statements, representations or warranties in the Application or in correspondence or negotiations with SIA.

- iii. The standard EOI conditions in Sections 4.11 to 4.23.
- c. Section 4.15 and 4.17 are binding on SIA.
- d. All terms and other obligations that are binding on SIA are subject to SIA's additional rights in Section 4.20.

#### **4.19 Exclusion from the EOI process**

- a. SIA may exclude the Applicant from the EOI process if the Applicant:
  - i. has not provided requested information in the correct format
  - ii. has breached the EOI-Terms and SIA considers the impact of the breach is more than trivial (this applies whether or not the provision in question is itself legally binding on the Recipient)
  - iii. included a material error, omission or inaccuracy in the Application
  - iv. is in bankruptcy, receivership or liquidation
  - v. has made a false declaration
  - vi. has a conviction for a serious crime or offence
  - vii. has failed to pay taxes, duties or other levies
  - viii. represents a threat to national security or to confidentiality of government information, and/or
  - ix. is a person or organisation designated as a terrorist by New Zealand Police.
- b. SIA may exclude the Applicant from the EOI process if:
  - i. there was a serious performance issue in a previous, or current, contract delivered by the Applicant
  - ii. SIA considers the integrity of the Applicant is in doubt due to the Applicant's professional misconduct or an act or omission contrary to the Supplier Code of Conduct, and/or
  - iii. SIA becomes aware of any other matter that materially diminishes SIA's trust in the Applicant.

#### **4.20 Buyer's additional rights**

- a. **Changes to the EOI**
  - i. SIA may amend, suspend, cancel or re-issue the EOI, or any part of it, so long as it notifies the Applicant.
  - ii. SIA may change material aspects of the EOI, such as the timeline, Requirements or Evaluation Approach, provided it gives the Applicant time to respond to update its Application in relation to the changes.
- b. **Timeline**
  - i. SIA may accept a late Application if it is SIA's fault it is late, or if SIA considers there is no material prejudice to other Applicants in accepting a late Application.
  - ii. SIA may answer a question submitted after the Deadline for Questions, and notify all Applicants about the submission of the question and the answer.
- c. **The Application**
  - i. SIA may accept or reject any Application, or part of a Application. This includes any non-compliant, non-conforming or alternative Application.
  - ii. SIA may decide not to accept the lowest price conforming Application, unless stated otherwise in the Evaluation Approach.
- d. **EOI Process**
  - i. SIA may liaise or negotiate with any Applicant without informing, or doing the same, with any other Applicant.
  - ii. SIA may provide Applicants with information arising from questions about the EOI.
  - iii. SIA may withhold information arising from questions about the EOI. This may be the case if the information is unnecessary, is commercially sensitive, is inappropriate to supply at the time of the request or cannot be released for legal reasons.
  - iv. SIA may waive requirements or irregularities around the EOI process if SIA considers it appropriate or reasonable to do so.
  - v. SIA may decide not to shortlist any Applicant.
- e. **Consortia and unbundling**

SIA may make its selection conditional on the Applicant agreeing to:

  - i. SIA selecting the Applicant to deliver the Requirements as a joint venture or consortium with another Applicant selected by SIA, and/or

- ii. SIA selecting individual elements of the Application that can be delivered separately, unless the Application specifically states that the Application, or the relevant elements, must be taken collectively.

#### 4.21 New Zealand law

The laws of New Zealand govern the EOI. Each Applicant agrees New Zealand courts have non-exclusive jurisdiction to rule in any dispute concerning the EOI or the EOI process. The Applicant agrees that it cannot bring any claim in relation to the EOI except in a New Zealand court.

#### 4.22 Disclaimer

- a. Nothing contained or implied in the EOI, or EOI process, or any other communication by SIA to the Applicant is to be construed as legal, financial or other advice.
- b. SIA will endeavour to provide accurate information in any communication, but the Applicant accepts this information is not independently verified and may not be up-to-date.
- c. SIA will not be liable in contract, tort, equity, or in any other way for any direct or indirect damage, loss or cost incurred by the Applicant or any other person in respect of the EOI process, whether as a result of SIA exercising its rights under Section 4.20, SIA's negligence or breach of these EOI Terms, SIA failing to select the Applicant as the Successful Applicant, or any other cause.
- d. To the extent that liability cannot be excluded, the maximum aggregate liability of SIA, its agents and advisors in connection with the EOI process, to all Applicants combined, is NZ\$5,000 or (if known and greater than \$5,000) 5% of the estimated value of the proposed Contract as determined by SIA prior to the release of the EOI.
- e. The limitations and exclusions in paragraphs c and d above do not apply to any liability SIA may have for breach of confidentiality or infringement of the Applicant's intellectual property rights.

#### 4.1 Precedence

- a. Any conflict or inconsistency in the EOI shall be resolved by giving precedence in the following descending order:
  - i. Section 1 of the EOI
  - ii. these EOI-Terms
  - iii. all other Sections of the EOI document
  - iv. any additional information or document provided by SIA to Applicants through SIA's Point of Contact or GETS.
- b. If there is any conflict or inconsistency between information or documents having the same level of precedence the more recent information or document will prevail.

#### Definitions

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

Notice	A notice published by SIA on GETS publishing the EOI. A Notice alerts the market to a contract opportunity. Where used, a Notice forms part of the EOI.
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.
Buyer	The government agency that has issued the EOI with the intent of purchasing the goods or services described in the Requirements.
Competitors	Any other business that is in competition with a Applicant either in relation to the goods or services sought under the EOI or in general.

Confidential Information	<p>Confidential Information of a party (Provider) means information acquired by the other party (Recipient) from the Provider in connection with the EOI process, where that information:</p> <ol style="list-style-type: none"> <li>is by its nature confidential</li> <li>is marked at the time of disclosure to the Recipient as ‘confidential’, ‘in confidence’, ‘restricted’, ‘sensitive’, ‘secret’ or ‘top secret’, and/or</li> <li>the Recipient knows, or ought to know, is confidential to the Provider or a third party who supplied it to the Provider.</li> </ol> <p>However, this does not include information that is publicly available through no fault of the Recipient, or that the Recipient acquired entirely independently of the Provider.</p>
Conflict of Interest	<p>A Conflict of Interest arises if personal or business interests, relationships or obligations of the Applicant or any of its personnel do, could, or could be perceived to:</p> <ol style="list-style-type: none"> <li>conflict with the Applicant’s obligations to SIA under the EOI or in the provision of the goods or services, and/or</li> <li>call into question the independence, objectivity or impartiality of any person involved in the EOI process on behalf of SIA.</li> </ol> <p>A Conflict of Interest may be:</p> <ol style="list-style-type: none"> <li>actual: where the conflict currently exists</li> <li>potential: where the conflict is about to happen or could happen, or</li> <li>perceived: where other people may reasonably think that a person is compromised.</li> </ol>
Contract	Any written Contract entered into by SIA and a Successful Applicant for the delivery of the Requirements.
Contract Award Notice	A notice on GETS which a Buyer is required to publish under Rule 32 of the Government Procurement Rules, when it has awarded a contract that is subject to those Procurement Rules.
GETS	Government Electronic Tenders Service available at <a href="http://www.gets.govt.nz">www.gets.govt.nz</a> .
Intellectual Property	All industrial and intellectual property rights whether conferred by statute, at common law or in equity, including (but not limited to) copyright, trademarks, designs and patents.
Point of Contact	SIA and each Applicant are required to appoint a Point of Contact. This is the channel to be used for all communications during the EOI process. The Applicant’s Point of Contact is identified in its Application.
Application	The response a Applicant submits in reply to the EOI. It comprises the EOI Response Form, and all other information submitted by a Applicant.
Expression of Interest	A formal request by a Buyer asking potential Applicants to register their interest in a procurement. It is the first step in a multi-step tender process.
Call for Applications (EOI)	The EOI comprises the Advance Notice (where used), the Call for Applications of Interest (where used), the EOI document (including the EOI-Terms) and any other schedule, appendix or document attached to the EOI, and any subsequent information provided by SIA to Applicants through SIA’s Point of Contact or GETS.

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Requirements	SIA's requirements for goods and/or services as described in Section 2 of the EOI.
Applicant	A person, company or organisation that submits a Application in response to the EOI. The term Applicant includes each member of any consortium.
EOI Response Form	The form and declaration prescribed by SIA and used by a Applicant to respond to the EOI, duly completed and submitted by a Applicant as part of the Application.
EOI-Terms	Means the EOI Terms as set out in Section 6 of the EOI, together with any additions or amendments to those EOI Terms specifically identified in Section 1 of the EOI.
Successful Applicant	Following the evaluation of Applications and successful negotiations, any Applicant who is awarded a Contract to deliver all or part of the Requirements.

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For more definitions, click [HERE](#).