



Reserve Bank  
of New Zealand  
Te Pūtea Matua

# Part C: Application Terms (Process Details).

Application Pack for the  
Community Cash Service Trials  
He Whakamātautau i te Pūnaha Moni a-Rohe

Version C1.0 released 9 May 2024.

**Applications close at 12 Noon on 11 June 2024**  
and must be submitted through the  
Government Electronic Tender Service (GETS).

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## Application Terms (Process Details)

### 1. Preparing an Application Form

- The Applicant must:
  - read the complete Application Pack and any additional information provided and referred to by RBNZ; and
  - respond using the Application Form provided as Part A and by including all the information requested.
- By submitting an Application, the Applicant accepts the Application Terms, as well as confirming the statements set out in Part A: Application Form.

### 2. Applicant questions

- The Applicant must make sure they understand the guidance in the Application Pack and these Application Terms (Process Details).
- If the Applicant has any questions or needs clarification, they:
  - must submit questions via GETS;
  - must clearly indicate any commercially sensitive information in their questions; and
  - may withdraw their questions at any time.
- When RBNZ receives questions via GETS, RBNZ will:
  - respond as soon as possible.
  - post both the questions and answers on GETs. RBNZ will summarise the questions and will not disclose the Applicant's identity.
  - not publish the Applicant's commercially sensitive information. However, if RBNZ considers the information to be significant for all Applicants, RBNZ may modify the question and publish both this and the answer. In that case RBNZ will first give the Applicant the opportunity to withdraw the question or remove any of their own commercially sensitive information.

### 3. Submitting an Application

- The Applicant must ensure RBNZ receives the Application at the correct address (GETS) on or before the Deadline for Applications.
- The Applicant must ensure that all information they provide to RBNZ:
  - is true, accurate and complete
  - is not misleading in any respect
  - does not contain material that infringes a third party's intellectual property rights.

- RBNZ may rely on the Application and all information provided by the Applicant during the Application process.

## **4. Assessing Applications**

### **Evaluation panel**

- RBNZ's evaluation panel will evaluate the Application. RBNZ may have different evaluation panel members for evaluating different aspects of the Application. RBNZ may include independent advisors as evaluation panel members to evaluate some or all aspects of the Application.

### **Third party information**

- RBNZ may request information from a third party where RBNZ considers the information may be relevant to the Application process, excluding commercially sensitive information.
- If this occurs, the Applicant:
  - authorises RBNZ to collect that information from the relevant third party (e.g. a referee or client), and authorises the third party to release it to RBNZ
  - agrees RBNZ may use that information in its evaluation of the Application

### **Clarification of Application**

- RBNZ may ask the Applicant for more information or clarification on the Application at any time during the Application process.
- RBNZ need not ask all Applicants for the same clarification.
- The Applicant agrees to provide the information or clarification as soon as possible, in the format requested by RBNZ.
- If the Applicant does not provide adequate information or clarification within a reasonable time (as determined by RBNZ), RBNZ may remove the Application from its evaluation process.

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

- RBNZ will evaluate the Application according to information provided in Part B Background Information.
- RBNZ may adjust its evaluation after considering additional information from a third party or clarification, as described above or take into account other strategic project considerations pertaining to the Cash Trials.

## 5. Applicant debrief

- At the end of the Application process, RBNZ will offer to debrief all Applicants. This debrief may be by letter, email, phone or a meeting.
- The Applicant has 10 Business Days from the date of RBNZ's offer to accept a debrief.
- RBNZ will provide the debrief within 30 Business Days from either the date of the Applicant's acceptance of a debrief, or the date that RBNZ finalises town selection for the Cash Trial services, whichever is later.
- The debrief will:
  - explain why the Application was successful or not successful;
  - explain how the Application performed against the pre-conditions (if applicable) and the evaluation criteria;
  - indicate the Application's relative strengths and weaknesses;
  - explain, in general terms, the relative advantages of the successful Application;
  - seek to address any concerns or questions from the Applicant; and
  - seek feedback from the Applicant on the Application Process.

## 6. Notification of outcome

- During the 30 Business Days after the final town selection process has been completed, RBNZ:
  - will let all unsuccessful Applicants know the name of the Successful Applicants, if any; and
  - may make public the name and address of the Successful Applicants (if any) and any unsuccessful Applicants.

## 7. Issues and complaints

- The Applicant may, in good faith, raise with RBNZ any issue or complaint about the Application process at any time.
- When this occurs:
  - RBNZ will consider and respond promptly and impartially to the Applicant's issue or complaint;
  - both the Applicant and RBNZ must do their best to resolve the issue or complaint; and
  - RBNZ must not allow the issue or complaint to prejudice the Applicant's participation in the Application process.

## 8. RBNZ's Point of Contact

- The Applicant must direct all Application enquiries to RBNZ's Point of Contact via GETs.

- The Applicant must not approach any other employee or other representative of RBNZ, directly or indirectly, for information on any aspect of the Application.
- Only the Point of Contact, or a person authorised by RBNZ, may communicate with the Applicant on any aspect of the Application. RBNZ will not be bound by any statement made by any other person.
- RBNZ may change its Point of Contact at any time. RBNZ will notify the Applicant of any change by email.
- If the Applicant has an existing relationship with RBNZ, the Applicant must not use its business-as-usual communications to contact RBNZ regarding the application process.

## **9. Conflict of Interest**

- If a Conflict of Interest or perceived Conflict of Interest arises during the Application process, the Applicant must inform RBNZ immediately.

## **10. Ethics**

- The Applicant must not attempt to influence, reward or benefit any representative of RBNZ, nor offer any form of personal inducement, in relation to the Application process.
- To maintain a fair and ethical Application process, RBNZ may require additional declarations or other evidence from the Applicant, or any other person, at any time.
- RBNZ may exclude the Applicant from the Application process for a breach of section 9 or section 10.

## **11. Confidential Information**

- Without limiting any other confidentiality agreement between them, RBNZ and the Applicant will both take reasonable steps to protect the other party's Confidential Information.
- Except as permitted by the other provisions of this section, neither party will disclose the other party's Confidential Information to a third party without that other party's prior written consent.
- Each party may each disclose the other party's Confidential Information to anyone who is directly involved in the Application process on that party's behalf, but only for the purpose of participating in the Application process. 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 Application process.
- The Applicant acknowledges that RBNZ'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 RBNZ receives an OIA request that relates to a Applicant's Confidential Information, RBNZ will consult with the Applicant and may ask the Applicant to explain why the information is considered by the Applicant to be private, confidential or commercially sensitive.

- RBNZ will not be in breach of its obligations if it discloses Confidential Information to the appropriate authority because of suspected collusive or anti-competitive application behaviour.

## **12. Costs of participating in the Application process**

- The Applicant must meet their own costs associated with the preparation, presentation, and negotiation of the Application.

## **13. Ownership of documents**

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

## **14. Limited rights and obligations**

- Except as stated otherwise in this Section 14, nothing in the Application Pack, these Process Detail Terms or the Application process creates a contract or any other legal relationship between RBNZ and Applicant.
- The following are binding on the Applicant:
  - The Applicant's confirmations (contained in the Part A: Application Form).
  - The Applicant's obligations under Section 3, above. Nothing in this section takes away from any rights or remedies RBNZ may have in relation to the Applicant's statements, representations or warranties in the Application or in correspondence or negotiations with RBNZ.
  - The Application conditions in Sections 8-19.
- Sections 11 and 13 are binding on RBNZ.
- Where applicable, RBNZ and each Applicant is bound by any other obligation expressly identified in Part A: Application Form and Part B: Background Information.
- All terms and other obligations that are binding on RBNZ are subject to RBNZ's additional rights in Section 16.

## 15. Exclusion from the Application Process

- RBNZ may exclude the Applicant from the Application process if the Applicant:
  - has not provided requested information in the correct format;
  - has breached the Process Detail Terms and RBNZ 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);
  - included a material error, omission or inaccuracy in the Application;
  - is in bankruptcy, receivership or liquidation;
  - has made a false declaration;
  - has a conviction for a serious crime or offence;
  - has failed to pay taxes, duties or other levies;
  - represents a threat to national security or to confidentiality of government information; and/or
  - is a person or organisation designated as a terrorist by New Zealand Police.
- RBNZ may exclude the Applicant from the Application process if:
  - RBNZ considers the integrity of the Applicant is in doubt due to the Applicant's professional misconduct; and/or
  - RBNZ becomes aware of any other matter that materially diminishes RBNZ's trust in the Applicant.

## 16. RBNZ's additional rights

### Changes to the Application Pack

- RBNZ may amend, suspend, cancel or re-issue the Application Pack, or any part of it, so long as it notifies the Applicant.
- RBNZ may change material aspects of the Application Pack, 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.

### Timeline

- RBNZ may accept a late Application if it is RBNZ's fault it is late, or if RBNZ considers there is no material prejudice to other Applicants in accepting a late Application.
- RBNZ may answer a question submitted after the Deadline for Questions, and notify all Applicants about the submission of the question and the answer.



## The Application

- RBNZ may accept or reject any Application, or part of an Application. This includes any non-compliant, non-conforming or alternative Application.

## Application Process

- RBNZ may liaise or negotiate with any Applicant without informing, or doing the same, with any other Applicant.
- RBNZ may provide Applicants with information arising from questions about the Application Process.
- RBNZ may withhold information arising from questions about the Application. 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.
- RBNZ may waive requirements or irregularities around the Application process if RBNZ considers it appropriate or reasonable to do so.

## 17. New Zealand law

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

## 18. Disclaimer

- Nothing contained or implied in the Application Pack, or Application process, or any other communication by RBNZ to the Applicant is to be construed as legal, financial or other advice.
- RBNZ 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.
- RBNZ 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 Application process, whether as a result of RBNZ exercising its rights under Section 13, RBNZ's negligence; or breach of these Terms, RBNZ failing to select the Applicant as the Successful Applicant, or any other cause.
- To the extent that liability cannot be excluded, the maximum aggregate liability of RBNZ, its agents and advisors in connection with the Application process, to all Applicants combined, is NZ\$5,000.
- The limitations and exclusions in the two preceding bullet points do not apply to any liability RBNZ may have for breach of confidentiality or infringement of the Applicant's intellectual property rights.

## 19. Precedence

- Any conflict or inconsistency in the Application shall be resolved by giving precedence in the following descending order:

- Part A: Application Form
  - any additional information or amendments provided on GETS
  - Part C: Application Terms (Process Details)
  - Part B: Background Information
  - any additional information or document provided by RBNZ to Applicants through RBNZ's Point of Contact.
- 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.

## 20. Definitions

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

<b>Applicant</b>	A person, company or organisation that submits an Application in response to the request for applications.
<b>Application</b>	The response an Applicant submits in reply to the RBNZ. It comprises the Application Response Form and all other information submitted by an Applicant.
<b>Application Process</b>	The Application process described in the Application Pack documents.
<b>Application Pack</b>	Documents provided within the Application Pack including any updates on GETs.
<b>Application Form</b>	The form and declaration prescribed by RBNZ and used by an Applicant to respond to the Application, duly completed and submitted by an Applicant as part of the Application.
<b>Application Terms (Process Details)</b>	Means the Process Detail Terms as set out in this Application Pack, together with any additions or amendments to those Terms.
<b>Business Day</b>	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.

<b>Confidential Information</b>	<p>Confidential Information of a party (Provider) means information acquired by the other party (Recipient) from the Provider in connection with the Application process, where that information:</p> <p>is by its nature confidential</p> <p>is marked at the time of disclosure to the Recipient as 'confidential', 'in confidence', 'restricted', 'sensitive', 'secret' or 'top secret', and/or</p> <p>the Recipient knows, or ought to know, is confidential to the Provider or a third party who supplied it to the Provider.</p> <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>
<b>Conflict of Interest</b>	<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> <p>conflict with the Applicant's obligations to RBNZ under the Application or in the provision of the goods or services, and/or</p> <p>call into question the independence, objectivity or impartiality of any person involved in the Application process on behalf of RBNZ.</p> <p>A Conflict of Interest may be:</p> <p>actual: where the conflict currently exists</p> <p>potential: where the conflict is about to happen or could happen, or</p> <p>perceived: where other people may reasonably think that a person is compromised.</p>
<b>Deadline for Answers</b>	The deadline for RBNZ to respond to questions submitted by a Applicant stated in the Application Pack or GETs.
<b>Deadline for Applications</b>	The deadline for delivering or submitting Applications to RBNZ as stated in the Application Pack or GETs.
<b>Deadline for Questions</b>	The deadline for submitting questions to RBNZ as stated in the Application Pack or GETs.
<b>Intellectual Property</b>	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.
<b>Point of Contact</b>	RBNZ and each Applicant are required to appoint a Point of Contact. This is the channel to be used for all communications during the Application process. RBNZ's

	Point of Contact is identified in the Application Pack or GETs. The Applicant's Point of Contact is identified in its Application.
<b>Successful Applicant</b>	Following the evaluation of Applications and successful negotiations, any Applicant who is selected to participate in the RBNZ Cash Trials project.