

# SIRI Programme Capability Voucher

## Terms and Conditions

Last updated 29/04/2024

### Background

You, the Applicant, have sought to become an Approved Recipient under Callaghan Innovation's Advanced Manufacturing Industry Transformation Plan – Smart Industry Readiness Index (**SIRI**) programme. The SIRI assessment framework is owned by the International Centre for Industrial Transformation Limited (**INCIT**), a Singaporean company, and Providers must be certified by INCIT in order to carry out SIRI assessments.

If an Applicant is eligible and selected by Callaghan Innovation to become an Approved Recipient, they will receive a Capability Voucher for a SIRI assessment of their manufacturing facility from an approved Provider. The Approved Recipient may redeem their Capability Voucher to have the Provider's fees for the Services (up to the Maximum Fee) paid by Callaghan Innovation. The Services may be performed by a Provider of the Approved Recipient's choice (subject to the Provider's availability), chosen from a panel of Providers of certified SIRI assessors who are selected by Callaghan Innovation.

A full list of approved Providers can be found [here](#).

These terms and conditions apply to your application to become an Approved Recipient and, if you are selected by Callaghan Innovation, the use and redemption of your Capability Voucher. By clicking 'accept' in this application, you indicate that you have read, accepted and agree to be bound by these terms and conditions.

Capitalised terms used in these terms and conditions have the meaning given to them in the Definitions section.

### Terms and Conditions

#### 1. The Applicant's application

**1.1 Eligibility:** To apply to become an Approved Recipient under the Programme, an Applicant must:

- (a) have less than 150 full time equivalent (**FTE**) staff;
- (b) have not previously received a Capability Voucher under the Programme; and
- (c) meet or otherwise comply with any other eligibility criteria determined by Callaghan Innovation and notified to the Applicant in writing.

**1.2 Applications:** Applications to become an Approved Recipient and to receive one Capability Voucher under the Programme are open from 2 October 2023 and will close on 1 April 2025. Applications submitted after the closing date will not be considered.

**1.3 Maximum amount of Capability Vouchers:** Unless determined otherwise by Callaghan Innovation in its discretion, an Applicant selected by Callaghan Innovation to become an Approved Recipient will receive a maximum of one Capability Voucher.

#### 1.4 Choosing a Provider

- (a) Each Applicant must select a minimum of two Providers from the panel of Providers selected by Callaghan Innovation that may perform the Services and list each Provider in preferential order in their application.

- (b) Callaghan Innovation will consider the Applicant's order of preference and allocate the Provider to perform the Services according to capacity and location. Where the Applicant's first preference of Provider is not available to perform the Services, Callaghan Innovation may allocate the Applicant's second preferred Provider to perform the Services.

## 2. If the Applicant is selected to become an Approved Recipient

### 2.1 Process

- (a) Callaghan Innovation will:
  - (i) notify the Applicant if Callaghan Innovation has, in its discretion, selected the Applicant to become an Approved Recipient under the Programme; and
  - (ii) if the Applicant is successful, issue the Capability Voucher to the Approved Recipient and notify the Approved Recipient as to which Provider to contact.
- (b) Each Approved Recipient must:
  - (i) upon receiving the Capability Voucher, promptly contact the Provider to begin an engagement about providing the Services; and
  - (ii) promptly supply any information reasonably requested by Callaghan Innovation in relation to the Programme and must complete a feedback questionnaire after the completion of the Services.
- (c) If the Provider specified on the Capability Voucher is unable to perform the Services for the Approved Recipient, the Approved Recipient must notify Callaghan Innovation and Callaghan Innovation will assist the Approved Recipient to find an alternative Provider.

**2.2 No representation or warranty:** Callaghan Innovation makes no representations or warranties about the quality or otherwise of the Services a Provider may provide to the Approved Recipient.

**2.3 No guarantee of services:** The Applicant acknowledges and agrees that approval and selection as an Approved Recipient by Callaghan Innovation does not guarantee the provision of Services to the Approved Recipient under the Programme and Callaghan Innovation is under no obligation to procure the Services for Approved Recipient or to compensate them for any missed opportunity to obtain the Services.

**2.4 Redeeming a Capability Voucher:** An Approved Recipient may redeem its Capability Voucher from Callaghan Innovation once the Approved Recipient has received the Programme Completion Report for the Services performed to the Approved Recipient. Callaghan Innovation will pay the invoiced fees for the Services up to the Maximum Fee directly to the provider.

### 2.5 Expiry

- (a) A Capability Voucher must be redeemed within 60 days of issue and will expire if not redeemed within that time. In any event, all Capability Vouchers will expire by 30 June 2025.
- (b) An expired Capability Voucher will not entitle the Approved Recipient to compensation and cannot be redeemed for Services under the Programme without the prior written approval of Callaghan Innovation.
- (c) If a Capability Voucher has been redeemed in accordance with clause 2.5(a) but the Services have not been completed within that time, Callaghan Innovation reserves the right to recall the Capability Voucher and the Approved Recipient will be liable for all costs or fees due to the Provider in such circumstances.

- (d) Callaghan Innovation may, at its discretion, extend the expiry period of any Capability Voucher.

## 2.6 Maximum Fee

- (a) The maximum amount payable by Callaghan Innovation to a provider for Services performed under a Capability Voucher is \$10,000 (plus GST, where applicable) (**the Maximum Fee**).
- (b) In no circumstances will Callaghan Innovation be liable to the Provider for any amount in excess of the Maximum Fee. For the avoidance of doubt, no additional amount may be authorised in writing or orally.
- (c) If the Services performed by the Provider exceed the Maximum Fee, the Approved Recipient will be liable to pay the balance owing to the Provider.
- (d) Where the Approved Recipient is in breach of any of these terms, Callaghan Innovation may, in its sole discretion, decline to redeem the Approved Recipient's Capability Voucher and the Approved Recipient will be liable to pay the Provider for the Services.

## 2.7 Privacy

- (a) Personal information (as defined in the Privacy Act 2020) collected by Callaghan Innovation under these terms and conditions is governed by its Privacy Policy which forms part of these terms and conditions. A copy of Callaghan Innovation's Privacy Policy can be found [here](#).
- (b) To achieve the objectives of the Programme, the Approved Recipient consents to:
  - (i) Callaghan Innovation disclosing personal information (such as name and contract details) provided by the Approved Recipient to the provider for the purposes of facilitating the Services, and to the Provider sharing personal information about the Approved Recipient with Callaghan Innovation for such purpose; and
  - (ii) Callaghan Innovation's use of such personal information to generate anonymised and aggregated data relating to the Services and/or the Programme.

## 2.8 Information sharing with INCIT

The Approved Recipient consents to Callaghan Innovation and/or the Provider disclosing information collected from, or otherwise provided by, the Approved Recipient to Callaghan Innovation and/or the Provider, to INCIT for the purposes of facilitating the Services, provided that:

- (a) where the information includes personal information (such as name, email address and phone number), the Approved Recipient consents to INCIT's use of such personal information:
  - (i) to generate and provide a report of the SIRI assessment findings;
  - (ii) to contact the Approved Recipient regarding further measures that may be in the interest of the Approved Recipient;
  - (iii) for any purpose in anonymised and aggregated form; and
  - (iv) in accordance with [INCIT's Privacy Policy](#).
- (b) to the extent the information includes the Approved Recipient's Confidential Information, the Approved Recipient agrees that INCIT may use the Approved Recipient's Confidential Information for the following purposes:
  - (i) generating anonymised and aggregated data;

- (ii) data analysis;
- (iii) creating, producing and developing derivative works including creating and improving benchmarks, white paper reports, benchmark comparison-based reports and creating and improving training material and case studies;
- (iv) making data collected and analysed available to third parties in an anonymised and aggregated form; and
- (v) marketing in an anonymised and aggregated form.

## **2.9 Confidentiality**

To the extent Callaghan Innovation receives the Approved Recipient's Confidential Information under the Programme, Callaghan Innovation will:

- (a) take all reasonable security safeguards to keep the Approved Recipient's Confidential Information confidential;
- (b) use the Approved Recipient's Confidential Information only for the purposes of providing the Programme or facilitating the provision of Services; and
- (c) not communicate, make available or re-supply the Approved Recipient's Confidential Information to any third party except as permitted under these terms and conditions.

## **2.10 Disclosure required**

The obligations of confidentiality in clause 2.9 do not apply to the extent that any disclosure of the Approved Recipient's Confidential Information:

- (a) is required for the purpose of Callaghan Innovation complying with its obligations as a crown entity (including providing advice and reporting to Government) and pursuant to the Official Information Act 1982;
- (b) is required for the purposes of performing and enforcing the Programme;
- (c) is information that is publicly available through no fault of Callaghan Innovation;
- (d) has been approved in writing by the Approved Recipient;
- (e) was rightfully received from a third party without restriction or without breach of these terms and conditions; or
- (f) was a disclosure of information that was developed independently of the Confidential Information.

**2.11** The Approved Recipient agrees that Callaghan Innovation can use the Approved Recipient's Confidential Information provided to Callaghan Innovation to generate anonymised and aggregated data.

## **2.12 Suspension/modification of the Programme**

- (a) Callaghan Innovation may, at any time add or remove other Providers from the panel of Providers listed for the Programme and/or change the Programme scope.
- (b) Callaghan Innovation may suspend or modify the Programme or revoke its approval for an Approved Recipient to receive or redeem a Capability Voucher under the Programme, at any time by notice to the Approved Recipient in writing. This may be because, but is not limited to, Callaghan Innovation terminating its contractual arrangements with INCIT and/or a Provider.
- (c) Suspension or modification of the Programme will not affect any Services an Approved Recipient has already commenced with a Provider but in such

circumstances Approved Recipient will be responsible for paying the Provider for the Services.

### **2.13 Liability**

- (a) Callaghan Innovation's maximum aggregate liability for any losses suffered or claims made by an Approved Recipient under or in relation to the Capability Voucher or Programme is limited to the value of the Maximum Fee.
- (b) Callaghan Innovation will not be liable for any loss or damage which is suffered by the Approved Recipient during the course of the Approved Recipient receiving Services from a Provider, except for any liability which cannot be excluded by law.

**2.14 Warranties:** The Approved Recipient warrants that all information provided by it in respect of its application under the Programme is true and correct.

**2.15 Assignment:** A Capability Voucher cannot be assigned, novated or otherwise transferred to any third party. Any attempt to do so shall be of no effect unless Callaghan Innovation consents in writing.

**2.16 Governing law:** These terms and conditions are governed by New Zealand law and the courts of New Zealand have non-exclusive jurisdiction in relation to any proceedings relating to it.

## Definitions

In these terms and conditions, unless the context requires otherwise:

**Applicant** means you.

**Approved Recipient** means an Applicant who has been selected and approved by Callaghan Innovation to receive a Capability Voucher under the Programme.

**Capability Voucher** means a voucher, that once redeemed, entitles the Approved Recipient to have the cost of the fees for Services (up to the Maximum Fee) performed by a Provider paid by Callaghan Innovation.

**Confidential Information** means, in the case of each of the Approved Recipients, any information obtained from or made available by the Approved Recipient in the course of, or in connection with the Programme that is marked confidential or ought to reasonably be considered to be confidential.

**GST** means goods and services tax chargeable in accordance with the Goods and Services Tax Act 1985.

**Maximum Fee** has the meaning set out in clause 2.6(a).

**Programme** means the Advanced Manufacturing Industry Transform Plan – SIRI Programme.

**Programme Completion Report** means a report to be completed by the Provider upon the Provider's completion of the Services to an Approved Recipient that includes the results of the SIRI assessment findings, identification and advice on four key areas, such report to be in the form required by Callaghan Innovation and notified to the Provider from time to time.

**Provider** means one of the Registered SIRI Assessor's selected by Callaghan Innovation to perform the Services.

**Registered SIRI Assessor** means a person who has successfully completed SIRI assessor training.

**SIRI** means Smart Industry Readiness Index.

**Services** means the SIRI assessment and Programme Completion Report services that the Provider will provide to an Approved Recipient under the Programme.