

Digital Lean Programme Recipient Terms and Conditions

Background

You have sought to become an approved recipient for funding under Callaghan Innovation's Digital Lean programme (the **Programme**).

The Programme provides 40% co-funding (the **Funding**) of approved Digital Lean services (**Eligible Services**) supplied by approved providers (**Providers**).

In order to become an approved recipient for Funding you must agree to and comply with these terms and conditions.

Terms and Conditions

Eligibility

To be approved, you must:

- be a Callaghan Innovation-managed business;
- not be a related company (as that term is defined in the Companies Act 1993) of any other entity that has been approved to receive Programme Funding;
- be a business that has participated in the [Callaghan Innovation Lean programme](#), or equivalent training/capability building around continuous improvement, theory of constraints, or similar.
- meet or otherwise comply with any other eligibility criteria determined by Callaghan Innovation from time to time and notified to you in writing.

Your obligations

Once approved, in consideration of being approved to receive Programme Funding you warrant that all information provided by you in respect of the Funding is true and correct and you further acknowledge that:

- approval is no guarantee of Funding and each piece of work to be funded must be approved by Callaghan Innovation in its sole discretion;
- approved Funding expires 12 months after it is issued and cannot be used to book any Eligible Services once it has expired;

12525026_1

- in order to ensure a fast-paced delivery of Eligible Services, Callaghan Innovation may revoke its approval of any Eligible Services it has approved for Funding if those Eligible Services have not been contracted within 2 months of approval;
- in order to support all Providers, you must contact and engage with three Providers on the Digital Lean panel before selecting your chosen Provider for Eligible Services;
- you must fulfil your obligations under your agreement with the Provider. It is the approved recipient's responsibility to review and ensure the Provider's terms of business are appropriate and satisfactory and that the Eligible Services are fit for your intended purposes.
- that only Eligible Services approved by Callaghan Innovation are eligible to be paid for using the Funding;
- that Funding is paid directly to the Provider on receipt of invoices; and
- that Callaghan Innovation may suspend or modify the Programme, or revoke your approval to receive Funding under the Programme, at any time by notice to you in writing. Suspension or modification of the Programme will not affect any Eligible Services you have already commenced with a Provider.
- You further agree: to promptly supply any information reasonably requested by Callaghan Innovation in relation to the Funding or Eligible Services and must complete a feedback questionnaire after completion of the Eligible Services.
- that Callaghan Innovation gives no warranty in respect of the Eligible Services and that Callaghan Innovation's total aggregate liability for any losses suffered or claims made by you in relation to the Funding or Eligible Services is limited to the value of the Funding.
- If you are in breach of any of these terms, Callaghan Innovation may demand (and you must immediately repay) all funding received under the Digital Lean programme.