You should make sure that your response to this EOI (“***Response***”) addresses all of the matters requested in this form.

To help ANLEC R&D to evaluate your ***Response*** fairly, your ***Response*** should be clear and concise, and based on the best information available at the time of your ***Response***.

**1. Lodgement**

Submit this form as an attachment to **admin@anlecrd.com.au**, attention Kevin Dodds, General Manager, Research.

**2. Project Details**

|  |  |
| --- | --- |
| **Project Title** **(no more than 12 words)** |  |
| **Expected Duration (months)** |  |

**3. Project Leader**

|  |  |
| --- | --- |
| **Name** |  |
| **Position** |  |
| **Organisation** |  |
| **Telephone** |  | **Facsimile** |  |
| **Mobile** |  | **Email** |  |

**4. Budget Quote**

**Note:**

* **The budget estimate given here should only account for ANLEC R&D’s requested contribution**
* **The estimate should be within 10% of budget submitted if EOI is successful**
* **In-kind contributions signify investment of the research organisation’s outcomes (for more information see** [Targeted Program Funding Guideline](http://anlecrd.com.au/wp-content/uploads/2016/08/Targeted-Program-Funding-Proposal-Guidelines-2017-.pdf)**)**

|  |  |
| --- | --- |
| **Budget**  |  |
| **In-kind** |  |

**5. Required Scope of work (This section should not exceed an additional page of text)**

***The Context (brief)***

***The Information Gap (brief)***

***The Research Objective (give details)***

***Project Outcomes Targeted (give details)***

***Project Innovation added value (give details)***

***State the relationship of proposed technology to the global state of art (give details)***

*Please provide a commentary to articulate the strategies and, where necessary, justify the estimates provided for the work program.*

**6. Main Participating Effort *(Add additional rows as necessary)***

|  |  |  |
| --- | --- | --- |
| **Person/Position Name** | **Organisation** | **% Time**  |
|  |  |  |
|  |  |  |

**7. Task List to acquit the Required Scope of Work**

***(Insert -*** *Gantt* ***Chart Optional)***

|  |  |  |
| --- | --- | --- |
| **Prospective Task List (Add additional rows as necessary)** | **Start Date** | **End Date** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**Part B: Terms**

**Term**

Your ***Response*** must remain valid for at least 60 days after ***Lodgement***.

**Acknowledgements & Disclaimers**

You acknowledge that by submitting your ***Response*** to us, you are accepting the following terms and any other terms of this EOI as they apply to your ***Response*** and the EOI process.

The issuing of this EOI does not commit us to negotiate with, select or contract with any party for the provision of the research services described.

It is your responsibility to obtain all information necessary or convenient for the preparation of your ***Response***. In lodging your ***Response***, you acknowledge that you have not relied on any express or implied statement, representation or warranty as to the truth, accuracy or completeness of the information contained in this EOI, or otherwise provided to you by ANLEC R&D.

ANLEC R&D accepts no liability for any loss or damage suffered by any party as a result of that party, or any other party, placing reliance on the contents of the EOI, or any other information provided by ANLEC R&D.

**Evaluation Criteria**

ANLEC R&D will assess ***Responses*** against the following evaluation criteria. *The criteria which ANLEC R&D will take into account may include, but is not limited to, the following*:

* Technical alignment with the scope of work provided
* The estimate of effort – both quantum and capability - is fit for purpose
* Value for Money
* Agreement with Demonstration Projects’ research requirements
* Commitment to outcomes through In-kind contributions

**No Research Contract**

This EOI is not a recommendation, offer or invitation to enter into a contract, agreement or other arrangement for any research project. No binding contract or other understanding (including, without limitation; quasi-contractual rights, any equitable rights, promissory estoppels or rights with a similar legal basis) for any research project will exist between us unless and until a formal written contract is agreed and signed by us.

**Own Cost**

All costs and expenses incurred by you in any way associated with the development, preparation and submission of your ***Response***, including but not limited to attendance at meetings, discussions and providing any additional material required by us, will be borne entirely and exclusively by you.

**Conflict of Interest**

The Proponent warrants to ANLEC R&D that, to the best of its knowledge after making diligent enquiries, at the date of lodging this EOI, no conflict of interest exists or is likely to arise in the performance of its obligations under this agreement.

If during the Term of this EOI, a conflict of interest arises, or appears likely to arise, the Proponent must:

* Notify ANLEC R&D immediately in writing
* Make full disclosure of all relevant information relating to the conflict; and
* Take such steps as ANLEC R&D requires to resolve or otherwise deal with the conflict

**Ownership & Disclosure**

We will retain copies of your EOI, evaluation information and other materials as are required by our internal policies and processes.

ANLEC R&D acknowledges that all Project Material contained within this EOI belong to the proponent or third parties and that:

* Unless expressly permitted within this EOI or in written communication as part thereof, it is not permitted to use or to permit others to use the Project Material for any purpose; and
* The proponent is not in any way obliged to provide or procure the provision of any Project Material to or for ANLEC R&D or any third party as part of the EOI or for any other purpose related to this EOI

In submitting this EOI, the proponent will inform ANLEC R&D what the Project Material is (if any) and may impose such limits or conditions of use of such Project Material by ANLEC R&D as it sees fit. Similarly, the proponent may wish ANLEC R&D to undertake specific research tasks not covered by this EOI in relation to any Project Material, in which case the parties will negotiate and enter into a separate research agreement with regards to that Project Material

Unless otherwise agreed between parties in writing, all IPRs in this EOI must be owned by the proponent. The proponent must use reasonable endeavours to ensure that relevant IPRs in this EOI are protected.

In accepting this EOI, ANLEC R&D agrees to only use this EOI for the Research Purpose and the creation of the Outcomes. ANLEC R&D agrees to not disclose information contained within this EOI to a third party without the express written consent of the proponent. The proponent will be entitled to impose separate conditions on disclosure

**ANLEC R&D’s Rights**

ANLEC R&D reserves the right, at any time, to:

(a) add to, vary or amend the scope, content and timetable of this EOI. You will have no claim against us or our respective officers, employees or advisers with respect to the exercise of this right;

(b) accept your ***Response***, and/or offer to enter into a contract with you, for only part of the research services which are the subject of your ***Response***;

(c) negotiate or not negotiate with any one or more respondents to this EOI, and discontinue negotiations at any time; or

(e) terminate or suspend indefinitely the EOI process.

You acknowledge that if you have made false or misleading claims or statements, we reserve the right to cease consideration of your ***Response***.

**Applicable Law**

This EOI is governed by the law in force in the Australian Capital Territory.

**Limited Liability**

To the maximum extent permitted by law, ANLEC R&D and our officers, employees, contractors, agents, and advisors will not be liable for any loss or damage (whether arising from negligence, breach of contract, tort, statute, or inequity, and whether foreseeable or not, including any liability for any loss of profits, expectation, revenue, goodwill or anticipated gains or indirect or consequential losses) suffered by you (or by any employee, agent, contractor or advisor) as a consequence of your participation in the EOI process, including, without limitation, instances where:

(a) you were not engaged to undertake the research project;

(b) you were excluded, suspended or terminated from the EOI process;

(c) your ***Response*** was excluded, suspended or terminated from the EOI process;

(d) we vary or terminate the EOI process or any negotiations with you;

(e) we decide not to proceed with the EOI process in whole or in part; or

(f) we exercise any of our rights in relation to the EOI process,

whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on our part or that of our employees, contractors, agents or advisors.

**Complaints & Enquiries**

You must nominate a contact person at your organization who will be the only person authorized to contact (and be contacted by) the ANLEC R&D Representative. You should not otherwise initiate contact with us or any of our employees in relation to your ***Response***.

All requests for further information or clarification of this EOI should be directed in writing to the ANLEC R&D Representative. The ANLEC R&D Representative is Jennifer Liddle, Project Coordinator, Research.

Any oral explanation given to you will not form part of the ***Response*** process. You are responsible for requesting any such explanations to be confirmed in writing.