



Charter School Agency

Sponsor application terms and conditions

Part One. Preparing and submitting an application

1. Preparing an application

- a. The applicant must:
 - i. Read the complete application and any additional information provided and referred to by the Charter School Agency.
 - ii. Respond using the application response form provided and include all information that the Charter School Agency requests.
 - iii. Make sure the details in the application are correct and not misleading in any material aspect.
- b. By submitting an application, the applicant accepts the application terms and conditions outlined in this document.
- c. The applicant must make sure they understand the application process. If the applicant has any questions or needs clarification, they:
 - i. Must submit questions before the deadline for questions outlined in the application document.
 - ii. Must clearly indicate any commercially sensitive information in their questions.
 - iii. May withdraw their questions at any time.
- d. When the Charter School Agency receives questions before the deadline for questions, they:
 - i. Will respond on or before the deadline for answers.
 - ii. May provide details of both the questions and the answers to other applicants. In these circumstances the Charter School Agency will summarise the questions and will not disclose the applicant's identity.
 - iii. Will post both the questions and answers on GETS.
 - iv. Will not publish the applicant's commercially sensitive information. If the Charter School Agency considers the information to be significant for all applicants, the Charter School Agency may modify the question and publish both this and the answer. In that case the Charter School Agency will first give the applicant the opportunity to withdraw the question or remove any of their own commercially sensitive information.
- e. Except as otherwise stated in the application, the applicant must meet their own costs associated with the preparation, presentation and negotiation of the application.

2. Submitting an application

- a. The applicant must ensure the Charter School Agency receives the application through the correct channel and in the correct format on or before the deadline for applications.
- b. After the deadline for applications, the Charter School Agency will acknowledge receipt of the application.
- c. The Charter School Agency may rely on the application and all information provided by the applicant during the application process (e.g., Correspondence and negotiations).

3. Assessing applications

- a. The Charter School Agency's assessment panel will assess the application. The make-up and roles of the panel members are at the discretion of the Charter School Agency. Different panel members may

assess different aspects of the application and it may include independent and/or external advisors as panel members to assess some or all aspects of the application.

- b. The Charter School Agency may ask the applicant for more information or clarification on the application at any time during the application process but 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 the Charter School Agency.
- d. If the applicant does not provide adequate information or clarification within a reasonable time (as determined by the Charter School Agency), the Charter School Agency may remove the application from its assessment process.
- e. The Charter School Agency will assess the application according to the assessment approach outlined in the application document but may adjust its assessment after considering additional information or clarification, as described in 3.b. above.
- f. The Charter School Agency must treat each assessed applicant fairly.
- g. The Charter School Agency may exclude the applicant from the application process on the following grounds:
 - i. Breach of the application terms and conditions and the Charter School Agency 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).
 - ii. Inclusion of a material error, omission or inaccuracy in the application.
 - iii. Does not meet any aspect of the application process pre-condition(s) or other aspect of the assessment.
 - iv. Serious performance issue in a previous, or current, contract delivered by the applicant
 - v. A material conflict of interest arises.
 - vi. The Charter School Agency considers the integrity of the applicant is in doubt due to the applicant's professional misconduct or an act or omission.
 - vii. The Charter School Agency becomes aware of any other matter that materially diminishes the Charter School Agency's trust in the applicant.

4. Decisions to progress applications

- a. The Charter School Agency will progress applicants who have met the assessment approach outlined in the application document through to the next application stage.
- b. The Charter School Agency may adjust who progresses after considering additional information or clarification, as described in as described in **3.b. and 3.g.** above.
- c. If any applicant application is progressed, this does not mean the Charter School Agency has accepted any applicant and/or application or made any form of offer or commitment. There is no obligation on the Charter School Agency to progress an application to further or enter into negotiations with, or award any contract to, any applicant.

5. Applicant debrief

- a. At the end of the application process, the Charter School Agency will offer to debrief the applicant. This debrief may be by letter, email, phone or a meeting.
- b. The Charter School Agency 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(s) is/are signed, whichever is later.
- c. The debrief will:
 - i. Explain why the application was or was not progressed.
 - ii. Explain how the application performed against the pre-conditions and the assessment criteria.
 - iii. Indicate the application's relative strengths and weaknesses.
 - iv. Explain, in general terms, the relative advantages of successful applications.
 - v. Seek to address any concerns or questions from the applicant.
 - vi. Seek feedback from the applicant on the application and application process.

- vii. Provide guidance to the applicant about future applications and where prudent direct them to available support for future applications.

6. Notification of Outcome

- a. After final decisions have been approved, the Charter School Agency:
 - i. Will let all unsuccessful applicants know in writing that they have not been approved and offer a debrief to the applicant.

7. Issues and Complaints

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

Part Two. Standard application conditions

8. Application point of contact and communication

- a. The applicant must not approach any employee or other representative of the Charter School Agency, the Ministry of Education (as host of the Charter School Agency) or the independent Charter School Authorisation Board directly or indirectly, for information on any aspect of the application.
- b. Only the point of contact, or a person authorised by the Charter School Agency, may communicate with the applicant on any aspect of the application or application process. The Charter School Agency will not be bound by any statement made by any other person.
- c. The Charter School Agency may change its point of contact at any time. The Charter School Agency will notify the applicant of any change by posting a notification on GETS and the charter schools website.
- d. If the applicant has an existing contract with the Charter School Agency, or Ministry of Education, the applicant must not use its business-as-usual communications to contact the Charter School Agency regarding the application.

9. Ethics

- a. The applicant must not attempt to influence, reward or benefit any representative of the Charter School Agency or the Ministry of Education, nor offer any form of personal inducement, in relation to the application or the application process.
- b. To maintain a fair and ethical application process, the Charter School Agency may require additional declarations or other evidence from the applicant, or any other person, at any time.

10. Anti-collusion

- a. By submitting the application, the applicant warrants that:
 - i. The application has not been prepared in collusion with another party.
 - ii. It will not engage in deceptive or improper conduct during the application process.
- b. The Charter School Agency reserves the right to report suspected collusion or deceptive or improper behaviour to the appropriate authority, and to give that authority all relevant information, including the application.

11. Confidential information

- a. Without limiting any other confidentiality agreement between them, the Charter School Agency 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 11, 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 application process on that party's behalf, but only for the purpose of participating in the application. This could include (but is not limited to) officers, employees, consultants, contractors, professional advisors, assessment 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.
- d. The applicant acknowledges that the Charter School Agency's confidentiality obligations are subject to those outlined in the Official Information Act 1982 (OIA), the Privacy Act 2020, Parliamentary and Constitutional Convention, and any other obligations imposed by law. Where the Charter School Agency receives an OIA request that relates to an applicant's confidential information, the Charter School Agency 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 the Charter School Agency'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 the Charter School Agency before making such a disclosure.
- f. The Charter School Agency will not be in breach of its obligations if it discloses confidential information to the appropriate authority because of suspected collusive, deceptive or improper behaviour.

12. Ownership of documents

- a. The application and its contents remain the property of the Charter School Agency. All intellectual property rights in the application remain the property of the Charter School Agency or its licensors.
- b. The Charter School Agency 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.
- c. All documents forming part of the application will, once they are sent to the Charter School Agency, become the property of the Charter School Agency. The application will remain on file with the Charter School Agency to keep appropriate records.
- d. Intellectual property rights in the application remain the property of the applicant or its licensors.
- e. The applicant grants to the Charter School Agency 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.

13. Charter School Agency's additional rights

- a. The Charter School Agency may amend, suspend, cancel or re-issue the application, or any part of it, so long as it notifies the applicant.
- b. The Charter School Agency may change material aspects of the application, such as the timeline, requirements or assessment approach, provided it gives the applicant time to respond to update its application in relation to the changes.
- c. The Charter School Agency may accept a late application if it is the Charter School Agency's fault it is late, or if the Charter School Agency considers there is no material prejudice to other applicants in accepting a late application.
- d. The Charter School Agency may answer a question submitted after the deadline for questions and notify all applicants about the submission of the question and the answer.
- e. The Charter School Agency may waive requirements or irregularities around the application process if the Charter School Agency considers it appropriate or reasonable to do so.

14. New Zealand law

- a. 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.

15. Disclaimer

- a. Nothing contained or implied in the application, or application process, or any other communication by the Charter School Agency to the applicant is to be construed as legal, financial or other advice.
- b. The Charter School Agency 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. The Charter School Agency 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 the Charter School Agency exercising its rights under section 13, the Charter School Agency's negligence or breach of these application terms, the Charter School Agency failing to select the applicant as an approved Applicant, or any other cause.

16. Precedence

- a. Any conflict or inconsistency in the application process shall be resolved by giving precedence in the following descending order:
 - i. **Part 2: Key Information** of the application document.
 - ii. These application terms and conditions.
 - iii. All other sections of the application document.
 - iv. Any additional information or document provided by the Charter School Agency to applicants through the Charter School Agency's point of contact or GETS.
 - v. 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.

For more information you can visit the website www.charterschools.govt.nz.