



REQUEST FOR REGISTRATIONS OF INTEREST

Large-scale green hydrogen plant in the lower South Island, New Zealand



Meridian Energy Limited and Contact Energy Limited,
together "Issuers" July 2021

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Words and phrases that have defined meanings in this document are shown by the use of capitals. Definitions of those words and phrases are at the end of this document.

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1 INTRODUCTION

1.1 PROJECT VISION

Meridian Energy Limited (**Meridian**) and Contact Energy Limited (**Contact**) (collectively the **Issuers**) share a vision to establish a large-scale, low cost, green hydrogen facility in the lower South Island of New Zealand.

The Issuers are the two largest hydroelectric generators in New Zealand's South Island and together they have up to 600 MW (~5 TWh per annum), of high-capacity factor (over 90%) renewable energy available for green hydrogen production from 1 January 2025.

The Issuers' vision is to develop a market leading, export focused green hydrogen plant and they are seeking registrations of interest from potential partners to enable such a project to be successfully built. This export focus will create immediate scale that the Issuers believe will ultimately support the development of a domestic hydrogen economy.

Given its potential scale, this project is strategically important to both the Issuers and the New Zealand economy. It has attracted significant interest from many stakeholders in New Zealand including the Government, members of New Zealand's electricity sector, local Iwi, local businesses and financial institutions. The project has also attracted significant international interest from organisations in the emerging hydrogen value chain.

For simplicity, green hydrogen and chemicals derived from green hydrogen such as ammonia are referred to as "**Green Hydrogen**" throughout this document.

1.2 THE OPPORTUNITY

The Issuers invite Registrations from suitably resourced organisations (**Respondents**) willing to be involved in producing and/or purchasing Green Hydrogen, referred to throughout this document as the "**Opportunity**".

The Issuers are seeking to redeploy a large volume of renewable electricity into an industry they believe will unlock the next generation of renewable energy and help achieve global decarbonisation targets. The electricity underpinning this Opportunity will become available because the Electricity Agreement between Meridian and New Zealand Aluminium Smelters (**NZAS**), for up to 572 MW of base-load electricity at Tiwai Point Aluminium Smelter in the South Island of New Zealand, ends on 31 December 2024. NZAS does not have a right of renewal.

The Issuers are keen to pursue the Opportunity to lead a global shift in the adoption of Green Hydrogen, and drive decarbonisation internationally and domestically. It is also important to the Issuers that the production of Green Hydrogen is operated flexibly to assist the New Zealand electricity system.

The Issuers are offering up to 600 MW (~5 TWh per annum) of electricity or the equivalent volume of Green Hydrogen at globally competitive, renewable-backed prices from 1 January 2025. The Issuers' preference is for the Opportunity to be taken up as soon after 1 January 2025 as practicable.

The Issuers believe that the Opportunity is an internationally attractive proposition due to the existence of:

- globally competitive, renewable electricity backed by existing high-capacity factor, renewable generation assets;
- an existing transmission system capable of supplying up to 1,000 MW capacity;
- a skilled workforce in New Zealand and the Southland region;
- accessible fresh water (both surface and subsurface);
- land available for greenfield projects that is close to road and port infrastructure;
- an export port situated at Bluff; and

- a stable political system.

Given the emerging nature of the Green Hydrogen industry, the Issuers are adopting a flexible approach to progressing this project and are open to either:

- (a) limited involvement, restricted to the sale of electricity to producers of Green Hydrogen; or
- (b) more extensive involvement as part of a consortium to produce and market Green Hydrogen.

The process set out in this document (**ROI Process**) is intended to assist with and inform this decision. The Issuers expect subsequent discussions with shortlisted Respondents to occur in the fourth quarter of this calendar year following completion of the ROI Process. A subsequent Request for Proposal (**RFP**) process may result. However, if a clear pathway presents itself as a result of this ROI Process, then discussions may be fast tracked to determine an appropriate business model to develop the Opportunity.

1.3 PURPOSE OF THIS ROI

The purpose of this ROI Process is to attract Registrations from Respondents that have the capability, track record and motivation to progress this Opportunity. The Issuers are primarily focused on identifying Respondents that are willing to develop the Opportunity themselves or as part of a consortium of Green Hydrogen supply chain participants.

The Issuers do not expect this ROI Process to provide discovery of the key economic or commercial inputs such as plant capital costs, electricity price and product sale price. The Issuers expect the economic and commercial aspects of the Opportunity to be clarified once confirmation of the selected partner or consortium has occurred and the Opportunity is developed in more detail.

1.4 WHO SHOULD RESPOND TO THIS ROI?

Parties are likely to sit within the following categories:

Part A Respondents: Green Hydrogen Producers

These will be Respondents willing to purchase up to 600 MW of renewable backed electricity and participate in the Opportunity by:

- providing a full end-to-end solution that covers the entire Green Hydrogen supply chain including financing, production, storage, transportation, and end use purchaser(s); or
- providing part of the Green Hydrogen supply chain including financing, production, storage, transportation, and end use purchaser(s).

These Respondents will also be willing to potentially invest in the Opportunity by forming a consortium or similar structure with the Issuers.

Part B Respondents: Green Hydrogen Purchasers

These will be Respondents willing to participate in the Opportunity as end use purchasers of up to the equivalent of 600 MW of Green Hydrogen.

These Respondents will not have a shareholding in a consortium or similar structure that the Issuers may form.

Part C Respondents: Project Contributors

These will be Respondents willing to be involved in the Opportunity as:

- Providers of technology and services related to the Green Hydrogen supply chain (production, storage and transportation); or

- Providers of engineering, procurement, and construction services (**EPC**).

The primary focus of this ROI Process is on the responses to Parts A and B as this will help prove the high-level business case and determine the preferred partner(s) and business model to progress the Opportunity. Part C Respondents will be notified and informed on the status and direction of the project. It is the Issuers' intention to involve these Part C parties as the Opportunity develops into the design, procurement and construction phases.

1.5 WHO SHOULD NOT RESPOND TO THIS ROI?

The Issuers are not seeking Registrations from parties interested in purchasing electricity for activities unrelated to Green Hydrogen production. Additional preconditions to the ROI Process are set out in Section 4.

Parties wishing to purchase electricity for purposes unrelated to Green Hydrogen production may discuss their requirements directly with either Contact or Meridian separately outside of the ROI Process.

1.6 THE NEW ZEALAND ELECTRICITY SYSTEM AND THE ROLE OF FLEXIBLE GREEN HYDROGEN DEMAND

By 2025 the New Zealand electricity system is likely to have reached 90% renewable electricity in an average hydrological year. This will likely be comprised of 60% hydro generation, with the remainder being geothermal and wind generation. The New Zealand Government's policy is to achieve a 100% renewable electricity system by 2030.

As New Zealand is heavily reliant on hydro generation, the largest electricity security of supply challenges are experienced during periods of drought. On average, every five to ten years New Zealand experiences significant drought conditions that lead to low inflows into the country's hydroelectric storage lakes. By international standards, New Zealand's hydro lakes contain relatively small volumes of storage which means that they can be emptied over a relatively short period of time (2-3 months). Managing hydro storage during periods of drought is commonly known in the New Zealand electricity sector as the "dry-year" problem.

Currently, thermal fuel generation (coal and gas) is required to meet the shortfall of hydro generation during these dry-years. However, as the New Zealand electricity system approaches 100% renewable energy, thermal generation will be phased out. Thermal generation is likely to be replaced with renewable generation including storage systems such as pumped hydro as well as demand-side response.

The Issuers believe that a Green Hydrogen facility can feasibly provide demand-side response during dry-years by reducing its production for periods of time. This demand-side response is valuable to New Zealand and is therefore a key element that the Issuers will consider when assessing responses to this Opportunity.

Specific details on the frequency and scale of demand-side response envisaged by the Issuers during dry-years will be provided during subsequent discussions or RFP stage.

The Issuers understand that there is a cost associated with providing plant flexibility. They wish to understand the implications of this for the overall Opportunity, how this demand-side response may be optimised and how Respondents may be commercially rewarded for delivering this service.

1.7 WHAT IS IMPORTANT TO THE ISSUERS?

The following criteria are particularly important to the Issuers:

- Technical capability
- Financial capability
- Alignment of vision
- Long term focus

- Timing
- Dry-year response; and
- Environmental, Social and Governance (**ESG**), Health and Safety and Process Safety culture.

A more detailed description of these criteria is provided in section 4.

1.8 ABOUT THE ISSUERS

Meridian is New Zealand's largest electricity generator, with seven hydro power stations and five wind farms with a collective capacity of 2.8 GW, producing 13 TWh or 30% of New Zealand's total electricity in FY2020. Two further wind farms and three hydro power stations are also owned and operated by Meridian in Australia. In addition to generating renewable electricity, Meridian has a retail business with more than 340,000 customer connections across New Zealand. The company's main assets relevant to the Green Hydrogen Opportunity are the Manapōuri hydro power station (800 MW) and the Waitaki hydro power scheme (6 hydro power stations totalling 1,550 MW). Further information on the company can be found on the Meridian website, www.meridianenergy.co.nz.

Contact is New Zealand's second largest electricity generator with a mix of gas-fired peaking, geothermal and hydro power stations with a collective capacity of 2.0 GW, producing 8.4 TWh or 20% of New Zealand's total electricity in FY2020. The company also has a retail business with more than 415,000 customer connections across New Zealand. The company's main assets relevant to the Green Hydrogen Opportunity are the Clyde hydro power station (432 MW) and the Roxburgh hydro power station (320 MW). Further information on the company can be found on the Contact website, www.contactenergy.co.nz.

Together, the Issuers bring a deep understanding of the New Zealand electricity sector and have considerable experience in developing and operating large-scale generation facilities. With strong existing stakeholder relationships and an intimate knowledge of resource-management legislation, Meridian and Contact are well placed to progress greenfield infrastructure projects.

1.9 WHY ARE THE ISSUERS WORKING TOGETHER?

The Issuers collectively share the project vision and cannot progress this global scale Opportunity independently.

The Issuers are competitors in the New Zealand electricity market. New Zealand competition law allows for competitors to work collaboratively together on projects where the scale, complexity, investment requirements and risk profiles of projects are such that neither party is likely to be able to progress such projects independently. A comprehensive set of communication protocols are set out in Appendix 1. These communication protocols describe the processes by which the Issuers can share information in respect of this ROI Process. In submitting a Registration and signing the accompanying declaration, Respondents acknowledge that they have read and understood these communication protocols, and agree not to act in a manner inconsistent with the Issuers' obligations under them.

Entry by the Issuers into any formal arrangements in relation to a joint project or projects is strictly subject to legal advice and/or the approval of the Commerce Commission of New Zealand (if advisable).

2 KEY INFORMATION

2.1 CONTEXT

This is an invitation to Respondents to register their interest in the Opportunity by completing the applicable Response Form and submitting a Registration.

This ROI Process is the first in a multi-step procurement and/or project development process.

2.2 TIMELINE

ROI step	Date	Process
ROI opens	July 2021	Respondents can access the request for ROI online at TenderLink and the accompanying Opportunity website .
ROI Q&A process	26 July – 3 September 2021	Refer to Point of Contact, in section 2.4
ROI closes (Deadline for Registrations)	10 September 2021	Refer to TenderLink.
ROI assessments take place (ROI Evaluation Period)	13 September – 8 October 2021	Refer to section 4.
Part A and Part B Respondents selected and notified for further discussion and negotiation	15 October 2021	Each Part A and Part B Respondent will be notified.
Part C Respondents selected and notified of status and direction of the project	29 October 2021	Each Part C Respondent will be notified.
Discussions with shortlisted Respondents commence	October - December 2021*	Respondent will be notified, and any discussions commenced.
RFP preparation and issuance**	March 2022*	RFP issued to respective Respondents.
Final investment decision	To be advised	The process for this will be outlined in the RFP document.
Electricity Agreement with NZAS ends	31 December 2024	N/A

*Please note that the above dates are indicative only and may be influenced by Registrations made in this ROI Process.

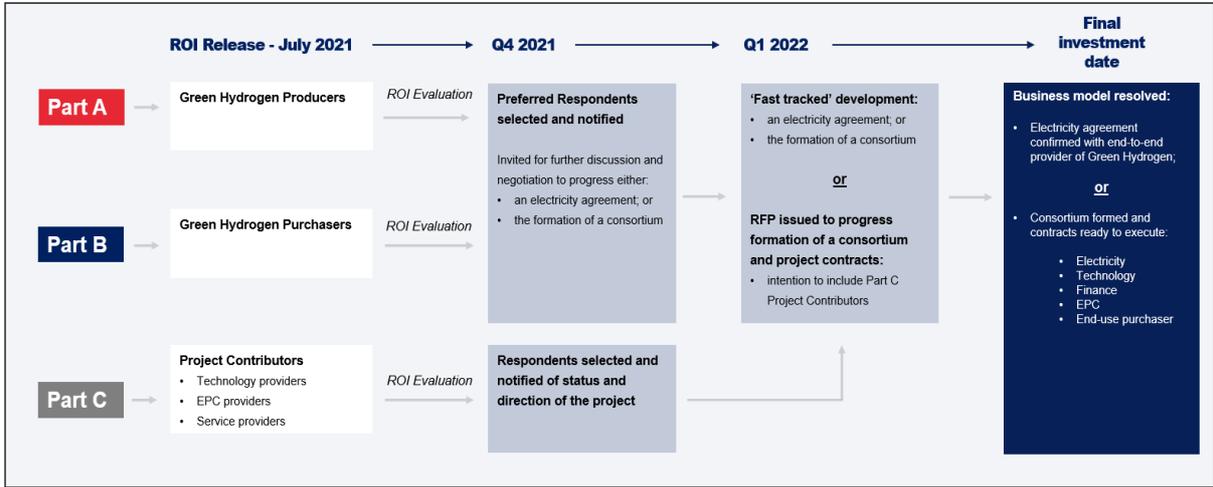
**RFP preparation/issuance and/or fast track project development.

2.3 OVERVIEW OF THE ROI PROCESS

As outlined in section 1.2, the Issuers are open to either; a) the sale of electricity to manufacturers of Green Hydrogen, or b) to the formation of a consortium to produce and market Green Hydrogen. The following flow diagram outlines how the Issuers intend to progress the Opportunity.

During the ROI Evaluation Period, the Issuers will assess the Respondents in accordance with section 4 and then prepare a short-list of preferred Respondents. Part A and B Respondents will then be invited to participate in ‘fast tracked’ development discussions or a subsequent RFP process in the first quarter of calendar year 2022.

Shortlisted Part C Respondents will be notified and informed on the status and direction of the project, they may also have potential roles to play, if the formation of a consortium proceeds.



2.4 HOW TO CONTACT US

All ROI Process enquiries must be directed to our primary Point of Contact (Independent Procurement Specialist). The Issuers will manage all external communications through this Point of Contact. Whilst the ROI is open Respondents can seek clarification using the TenderLink ‘Tender Forum’ function and must only use the Point of Contact’s direct email address below in the event of technical problems i.e. problems accessing TenderLink.

Point of Contact:

- Name:** Drew Preddy
- Title/Role:** Independent Procurement Specialist
- Email address:** drew@southerngreenhydrogen.co.nz

2.5 DEVELOPING AND SUBMITTING YOUR REGISTRATION

This document sets out the step-by-step process and conditions that apply. The Issuers encourage parties to take time to read and understand the terms, and in particular to:

- develop a strong understanding of our Requirements detailed in section 3; and
- when submitting a Registration, consider how it will be evaluated. section 4 describes our Evaluation Approach/ Part C Evaluation Approach.

If anything is unclear or you have a question submit your query through the Tender Forum function in TenderLink as set out in 5.1.3. In submitting your Registration, you must use the TenderLink portal.

You must also complete and sign the declaration at the end of the applicable Response Form.

2.6 THE ROI PROCESS

Respondents and their respective Registrations are subject to the ROI Process and ROI Terms as set out in this document.

2.7 LATER CHANGES TO THE ROI PROCESS

If, after publishing this request for Registration of Interest, the Issuers need to change anything about the ROI Terms, or want to provide additional information, the Issuers will let all potential Respondents know by sending notifications to all parties registered in TenderLink (see section 5).

2.8 RELEVANT BACKGROUND INFORMATION FOR RESPONDENTS

At the Issuers dedicated project [website](#) Respondents can find relevant background information that provides further context to the Opportunity on the following matters (including but not limited to):

- McKinsey & Company 'The New Zealand Hydrogen Opportunity Report;
- Interviews with Hydrogen experts/observers;
- The New Zealand electricity market;
- Doing business in New Zealand; and
- Southland regional attributes.

3 OUR REQUIREMENTS

3.1 BACKGROUND

Meridian currently has an Electricity Agreement with NZAS for up to 572 MW of electricity. This Electricity Agreement ends on 31 December 2024.

The Issuers are looking to the future and the best long-term value for up to 600 MW of electricity. The first step was the announcement in December 2020 of a joint feasibility study of the potential of a large-scale, renewable Green Hydrogen production facility in the lower South Island.

The release of this ROI document and an accompanying report by McKinsey & Company on the New Zealand hydrogen opportunity constitutes the second step in this process.

3.2 PRECONDITIONS

Respondents must meet all the preconditions relevant to their category (Part A, B or C) below. **Please note** organisations who are only interested in the Opportunity as Part A financiers/investors are **not required** to answer the preconditions specified below.

If a Respondent (other than Part A financiers/investors) does not meet one or more of the preconditions, the response will be eliminated from the ROI Process.

The preconditions for Respondents to **Part A**:

1. **Product.** Respondents must intend to either produce or supply Green Hydrogen.
2. **Quantity.** Respondents' demand must exceed 100 MW of electricity.
3. **Experience.** Respondents must have demonstrated experience and financial capabilities supported by a strong Health and Safety and Process Safety culture, and ESG credentials that align with the overall vision of the Opportunity.
4. **Dry-year response.** Respondents must be willing and able to meet the Dry-year opportunity as described in section 1.6 and 3.3.
5. **Long term focus.** Respondents must be willing to make a long-term commitment to the Opportunity.

The preconditions for Respondents to **Part B**:

1. **Product.** Respondents must intend to purchase Green Hydrogen.
2. **Quantity.** Respondents' demand must exceed the Green Hydrogen equivalent of 100 MW.
3. **Experience.** Respondents must have demonstrated experience and financial capabilities supported by a strong Health and Safety and Process Safety culture, and ESG credentials that align with the overall vision of the Opportunity.
4. **Dry-year response.** Respondents must be willing and able to accommodate the dry-year opportunity as described in section 1.6 and 3.3.
5. **Long term focus.** Respondents must be willing to make a long-term commitment to the Opportunity.

The preconditions for Respondents to **Part C**:

1. **Experience.** Respondents must have demonstrated experience and financial capabilities supported by a strong Health and Safety and Process Safety culture, and ESG credentials that align with the overall vision of the Opportunity.
2. **Long term focus.** Respondents must be willing to make a long-term commitment to the Opportunity.

3.3 DRY-YEAR RESPONSE OPPORTUNITY

The Issuers believe that a Green Hydrogen production facility could be designed to reduce its production during dry-years and therefore provide a valuable contribution to managing New Zealand's dry-year risk and reduce carbon emissions from thermal generation in dry-years.

A detailed view on the frequency and scale of demand-side response envisaged by the Issuers during dry-years will be provided during the fast track discussions or RFP stage following this ROI process. At this stage, the Issuers will be looking to engage with Respondents on what level of electricity demand response is technically possible and what are the economic consequences for the Opportunity. The Issuers expect that a contract will be formed to remunerate Green Hydrogen producers for an electricity demand response service.

For context, in the New Zealand electricity sector a number of participants hold financial contracts (swaps, options) that can be called in a dry-year. A premium is paid for the benefit of these financial contracts and they contain an agreed NZD strike price tied to the New Zealand electricity sector spot market price.

To provide Respondents with a preliminary idea of the frequency and scale of likely dry-year response opportunity, the Issuers expect that a Green Hydrogen production facility would achieve the following performance over the term of an agreement:

- a total capacity factor of over 90%.
- that in around 50% of years, no dry-year response will be required.
- for the years in which some dry-year response will be required, this may vary from 10% of the total plant capacity up to 50% of capacity. Therefore, for a 600 MW Green Hydrogen facility, the Issuers would be looking for a demand reduction of between 60 MW and 300 MW.
- that dry-year response may last for a few months with the need for a larger dry-year response being infrequent and expected to happen only once or twice over a 20-year period.

As droughts develop over months, the use of this dry-year response, is likely to be signalled well in advance and to be called on gradually over weeks as opposed to being used at short notice in large volumes.

Responses to this request for ROI should aim to:

- identify and/or confirm technical solutions that will enable this dry-year response to be incorporated into the Green Hydrogen facility;
- identify any key technical constraints that may exist in developing a Green Hydrogen production facility with such dry-year response;
- identify any possible commercial or supply-chain implications for providing such dry-year response;
- provide information and solutions that will support further analysis and ultimately determine the cost-benefit of implementing dry-year response; and
- outline options or preferences as to how Respondents would be remunerated for providing this service.

4 EVALUATION OF RESPONSES

4.1 OUR APPROACH

The merits of each Registration to Part A and Part B will be assessed against the seven objectives detailed in the criteria below (**Evaluation Approach**). All objectives are of equal importance to the Issuers.

#	Key criteria	Description
1	Technical capability	Respondents should have proven capabilities and experience in Green Hydrogen, energy markets or large-scale industrial projects.
2	Financial capability	Respondents will be able to demonstrate that they have the financial resources required to meet the minimum offtake requirements or make a long-term investment in the Opportunity.
3	Alignment of vision	Respondents will have a willingness to partner and a real ambition to be market leaders as the Green Hydrogen economy develops.
4	Long-term focus	The Issuers are looking for Respondents who are willing and able to form enduring business relationships. A long-term arrangement is preferred.
5	Timing	The Issuers' expectation is that Respondents will consider development strategies that target an operational plant as close to January 2025 as is reasonably practicable.
6	Dry-year response	Respondents must be willing to provide dry-year demand response for the benefit of New Zealand's electricity system.
7	ESG, Health and Safety, and Process Safety culture.	The Issuers are looking for partners who will focus on the sustainability and societal impacts of any project and have strong Health and Safety, and Process Safety cultures.

The merits of each Part C Respondent Registration will be assessed against the three objectives detailed in the criteria below (**Part C Evaluation Approach**). All objectives are of equal importance to the Issuers.

#	Key criteria	Description
1	Experience	Respondents should have proven capabilities and experience relevant to Green Hydrogen, energy markets or large-scale industrial projects. Prior experience should demonstrate that Respondents will likely be a successful contributor to a Green Hydrogen project.
2	Financial capability	Respondents will be able to demonstrate that they have the financial resources required to deliver technology or services over the long term.

#	Key criteria	Description
3	Alignment of vision	Respondents will have a willingness to partner and a real ambition to be market leaders as the Green Hydrogen economy develops.

5 ROI PROCESS, TERMS AND CONDITIONS

5.1 PREPARING AND SUBMITTING A REGISTRATION

5.1.1 Initial instructions

1. The Issuers and their Point of Contact will manage this Request for ROI, including acknowledgements, queries, addenda and submissions using the TenderLink portal. Respondents must register their companies with TenderLink.

5.1.2 Preparation of responses

1. Respondents are to complete the applicable (Part A, B or C) Response Form appended to this ROI and include all information requested by the Issuers in that respective Response Form.
2. By submitting a Registration the Respondent accepts that it is bound by the ROI Terms contained therein.
3. Each Respondent will:
 - (a) examine the ROI Terms and any documents referenced therein and any other information provided by the Issuers;
 - (b) if appropriate, obtain independent advice before submitting a Registration; and
 - (c) satisfy itself as to the correctness and sufficiency of its Registration.
4. If information required to be submitted in response to this ROI is contained in some part of any supporting material submitted (e.g., brochures, vendor profiles), a specific reference to the precise item and the particular area in which the response is detailed is acceptable.
5. Respondents should not enclose other testimonials, certificates or general publicity material with their applications; they will not be considered in the evaluation of qualifications.
6. If Respondents wish to submit material or information that is not specifically requested, it is to be attached separately and clearly labelled "Supporting Material".
7. All information submitted for evaluation is to be provided in English. Where information is provided in another language, it is to be accompanied by an accurate translation into English. For the avoidance of doubt, English translation will govern and will be used for interpreting the information.
8. Information in a language other than English for which a translation is not provided will not be considered during the evaluation.

5.1.3 Questions and Answers

1. Each Respondent should satisfy itself as to the interpretation of the ROI Terms. If there is any perceived ambiguity or uncertainty in the ROI Terms, the Respondent should seek clarification from the Point of Contact through the ROI Questions & Answers process on [TenderLink](#).
2. All questions must be submitted by the Deadline for Questions date. Requests received after this date will be considered at the discretion of the Issuers.
3. Questions will be submitted to a public forum (accessible by all parties to whom this ROI has been distributed) unless the Respondent flags the question as private. Where a question is submitted publicly, the Issuers will decide whether or not to publish their response to all parties to whom this ROI has been distributed. Where a question is flagged as private, the Issuers may choose to publish their response to all parties to whom this ROI has been distributed where it is reasonable to do so having regard to the Respondent's Confidential Information, Intellectual Property and Registration. By submitting a question

Respondents consent to this process. The Issuers will exclude from any material distributed to all Respondents any elements relevant to a particular approach that it believes is or may be commercially sensitive or of significant differentiation to a particular Respondent.

5.1.4 Submitting a Registration

1. Each Respondent is responsible for ensuring that its Registration is received by the Issuers via the TenderLink portal on or before the Deadline for Registrations. The Issuers or their Point of Contact will acknowledge receipt of each Registration.
2. The Issuers intend to rely on the Respondent's Registration and all information provided by the Respondent (e.g., in correspondence). In submitting a Registration and communicating with the Issuers, each Respondent should check that all information it provides to the Issuers:
 - (a) is true, accurate and complete and not misleading in any material respect; and
 - (b) does not contain Intellectual Property that will breach a third party's Intellectual Property rights.

5.2 ASSESSING RESPONSES

5.2.1 Assessment Panel

1. The Issuers will convene an Assessment Panel comprising members chosen from their respective organisations for their relevant expertise and experience. In addition, the Issuers may invite any of their agents, contractors or special advisors (acting in confidence) to evaluate any Registration.

5.2.2 Third party information

1. Each Respondent authorises the Issuers to collect additional information, except commercially sensitive information, from any relevant third party (such as a referee or a previous or existing client) and to use that information as part of its evaluation of the Respondent's Registration.
2. Each Respondent is to ensure that any referees listed in support of its Registration agree to provide references.
3. To facilitate discussions between the Issuers and third parties, each Respondent waives any confidentiality obligations that would otherwise apply to information held by a third party, with the exception of commercially sensitive information.

5.2.3 Issuers' clarification

1. The Issuers may, at any time, request from any Respondent clarification of its Registration as well as additional information about any aspect of its Registration. The Issuers are not required to request the same clarification or information from each Respondent.
2. Respondents must provide clarification or additional information in the format requested. Respondents must endeavour to respond to requests in the requested timeframe and where no timeframe is requested, a timely manner. The Issuers may take such clarification or additional information into account in evaluating a Respondent's Registration.
3. Where a Respondent fails to respond adequately or within a reasonable time to a request for clarification or additional information, the Issuers may cease evaluating the Registration and may eliminate the Respondent from the process.

5.2.4 Evaluation and shortlisting

1. The Issuers will base their initial evaluations on the Registrations submitted in response to this ROI. This evaluation will be in accordance with the Evaluation Approach and Part C

Evaluation Approach. The Issuers may adjust their evaluation of a Registration following a consideration of any clarification or additional information as described in paragraphs 5.2.2 and 5.2.3.

2. In deciding which Respondents to shortlist, the Issuers may take into account any of the following additional information:
 - (a) The results of due diligence;
 - (b) Any matter that materially affects the Issuers' trust and confidence in the Respondents; and
 - (c) Any relevant information that the Issuers may have in their possession.
3. The Issuers, through the Point of Contact, will advise Respondents if they have been shortlisted (for any or all parts of the interest as stated in their Registration) or not. Being shortlisted does not constitute acceptance by the Issuers of a Respondent's Registration, or imply or create any obligation on the Issuers to enter into negotiations with, or award contracts for delivery of the Requirements to any shortlisted Respondents. At this stage in the ROI Process the Issuers will not make public the names of the shortlisted Respondents.

5.2.5 Issues and complaints

1. A Respondent may, in good faith, raise with the Issuers, by contacting the Point of Contact, any issue or complaint about the ROI Process, at any time.
2. The Issuers will consider and respond promptly to the Respondent's issue or complaint.
3. The Issuers and the Respondent each agree to use their best endeavours to resolve any issue or complaint that may arise in relation to the ROI Process.
4. The fact that a Respondent has raised an issue or complaint will not to be used by the Issuers to unfairly prejudice the Respondent's ongoing participation in the ROI Process.

5.3 STANDARD ROI CONDITIONS

5.3.1 Issuers' Point of Contact

1. All enquiries regarding the ROI Process and the Opportunity must be directed via the TenderLink portal to the Issuers' Point of Contact.
2. Only the Point of Contact, and any authorised persons or agents of the Issuers, are authorised to communicate with Respondents regarding any aspect of the ROI. The Issuers will not be bound by any statement made by any other person.
3. The Issuers may change the Point of Contact at any time. The Issuers will notify Respondents of any such change. This notification will be posted on the TenderLink portal.
4. Where a Respondent has an existing contract with either Meridian or Contact, business-as-usual communications, for the purpose of managing the delivery of that contract, will continue using the usual contacts. Respondents must not use business-as-usual contacts to lobby the Issuers, solicit information or discuss aspects of the ROI and should not use the ROI Process to discuss that existing contract.

5.3.2 Ethics

1. Respondents must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of the Issuers in relation to the ROI Process.
2. A Respondent who attempts to do anything prohibited by paragraphs 5.3.1.(4), 5.3.2(1) and 5.3.3.(1) may be disqualified from participating further in the ROI Process.
3. The Issuers reserve the right to require additional declarations or other evidence from a Respondent, or any other person, throughout the ROI Process to ensure probity of the ROI Process.

5.3.3 **Anti-collusion and bid rigging**

1. Respondents must not engage in collusive, deceptive or improper conduct in the preparation of their Registrations or other submissions or in any discussions with the Issuers. Such behaviour will result in the Respondents being disqualified from participating further in the ROI Process. The Respondents warrant that their Registrations have not been prepared in collusion with a Competitor. However, where the Respondents wish to submit a joint Registration (with a Competitor) they should disclose that fact 20 business days in advance of the Deadline for Registrations and obtain written consent (for the joint Registration) from the Issuers.
2. The Issuers reserve the right, at their discretion, to report suspected collusive or anti-competitive conduct by a Respondent to the appropriate authority and to give that authority all relevant information, including the Respondent's Registration.

5.3.4 **Confidential Information**

1. Subject to paragraph 5.3.4.(2), the Issuers and Respondents will each take reasonable steps to protect Confidential Information and without limiting any confidentiality undertaking agreed between them, will not disclose Confidential Information to third parties or use Confidential Information for any purpose other than in connection with the ROI Process, without the others' prior written consent.
2. The Issuers and Respondents may each disclose Confidential Information if, and to the extent, disclosure is required by law or the rules of a recognised stock exchange, and to any people who are directly involved in the ROI Process on their behalf, such as officers, employees, consultants, contractors, professional advisors, evaluation panel members, partners, principals and directors, but only for the purpose of participating in the ROI Process. The Issuers and the Respondent must take reasonable steps to ensure that such recipients do not disclose Confidential Information to any other person or use Confidential Information for any purpose other than responding to the request for ROI.

5.3.5 **Confidentiality of ROI information**

1. The Respondents will not make any public statement to any third party in relation to any aspect of their Registration or the ROI Process without the Issuers' prior written consent.
2. These obligations of confidentiality in 5.3.4 and 5.3.5 are ongoing and will continue indefinitely.

5.3.6 **Costs of participating in the ROI Process**

1. Each Respondent will meet its own costs associated with the preparation and presentation of its Registration and any negotiations.

5.3.7 **Ownership of documents**

1. The ROI, its contents and all Intellectual Property rights in the ROI are, and will remain, the property of the Issuers. The Issuers may request the immediate return or destruction of any or all ROI documents and any copies. Respondents must comply with any such requests in a timely manner.
2. A Registration and all Intellectual Property rights in a Registration are, and will remain, the property of the Respondent. Registrations will not be returned to Respondents at the end of the ROI Process. The Issuers may continue to use the Registration after the ROI Process, subject to the confidentiality provisions above.

5.3.8 **Formation of a consortium**

1. At the conclusion of and after the ROI Process the Issuers may seek to form a consortium. Prior to doing so the Issuers will:

- (a) seek prior written approval from the respective Respondents to share details with other Respondents whom the Issuers believe may form part of a Green Hydrogen consortium; and
- (b) facilitate meetings between the Issuers' representatives and representatives of the respective Respondents.

5.3.9 **No binding legal relations**

1. Neither the Registration nor the ROI Process creates a contract or any legal relationship between the Issuers and any Respondent, except in respect of:
 - (a) the Respondent's declaration in its Registration;
 - (b) the Respondent's statements, representations and/or warranties in its Registration and in its correspondence with the Issuers;
 - (c) the Evaluation Approach and Part C Evaluation Approach to be used by the Issuers to assess Registrations, as set out in Section 4 and in the ROI Terms; and
 - (d) the standard conditions set out in section 5.3.
2. Each exception in paragraph 5.3.9(1) is subject only to the Issuers' reserved rights in paragraph 5.3.11.
3. Except for the legal obligations set out in paragraph 5.3.9(1), no legal relationship will be formed between the Issuers and any Respondent unless and until a contract has been entered into between those parties.

5.3.10 **Elimination**

1. The Issuers may exclude a Respondent from participating in the ROI Process if the Issuers have evidence of any of the following, and it is considered by the Issuers to be material to the ROI Process:
 - (a) The Respondent has failed to provide all information requested, or in the correct format, or materially breached a term or condition of the ROI Process;
 - (b) The Registration contains a material error, omission or inaccuracy;
 - (c) The Respondent is in bankruptcy, receivership or liquidation;
 - (d) The Respondent has made a false declaration;
 - (e) There is a serious performance issue in a historical or current contract delivered by the Respondent;
 - (f) The Respondent has been convicted of a serious crime or offence;
 - (g) There is professional misconduct or an act or omission on the part of the Respondent that reflects adversely on the integrity of the Respondent;
 - (h) The Respondent has failed to pay taxes, duties or other levies;
 - (i) The Respondent represents a threat to national security or the confidentiality of sensitive government information; or
 - (j) The Respondent is a person or organisation designated as a terrorist by New Zealand Police.

5.3.11 **Issuers' additional rights**

1. Despite any other provision in the ROI, the Issuers may at their own discretion, on giving written notice to Respondents:
 - (a) amend, suspend, cancel and/or re-issue the ROI or any part of the ROI Process
 - (b) make any material change to the ROI Terms (including any change to the timeline, Requirements or Evaluation Approach/Part C Evaluation Approach) on the

condition that Respondents are given a reasonable time within which to respond to the change.

2. Despite any other provision in the ROI, the Issuers may:
 - (a) accept a late Registration if it is the Issuers' fault that it has been received late;
 - (b) in exceptional circumstances, accept a late Registration where they consider that there is no material prejudice to other Respondents. The Issuers will not accept a late Registration if they consider there is a risk of collusion on the part of a Respondent, or a Respondent may have knowledge of the content of any other Registration;
 - (c) in exceptional circumstances, answer questions submitted after the ROI Deadline for Questions ends;
 - (d) accept or reject any Registration, or part of a Registration;
 - (e) accept or reject any non-compliant, non-conforming or alternative application or response;
 - (f) decide not to enter into negotiations with any Respondent;
 - (g) liaise or negotiate with any Respondent without disclosing this to, or doing the same with, any other Respondent;
 - (h) provide to or withhold from any Respondent information in relation to any question arising in relation to the ROI Process. Information will usually only be withheld if it is deemed unnecessary, is commercially sensitive to a Respondent, is inappropriate to supply at the time of the request or cannot be released for legal reasons (including compliance with the Commerce Act 1986);
 - (i) waive irregularities or requirements in the ROI Process where they consider it appropriate and reasonable to do so; and
 - (j) do any other act it sees fit in relation to the ROI Process.
3. The Issuers may request that a Respondent agree to the Issuers:
 - (a) selecting any individual element/s of the Requirements that is offered in a Registration and capable of being delivered separately, unless the Registration specifically states that the Registration, or elements of the Registration, is to be taken collectively; and
 - (b) selecting two or more Respondents to deliver the Requirements as a joint venture or consortium provided the Issuers follow the process set out in section 5.3.8.

5.3.12 **New Zealand law**

1. The laws of New Zealand shall govern this ROI and each Respondent agrees to submit to and be bound by the exclusive jurisdiction of the New Zealand courts in respect of any dispute concerning their Registration or the ROI Process.

5.3.13 **Disclaimer**

1. The Issuers will not be liable in contract, tort, equity or any other way whatsoever for any direct or indirect damage, loss or cost incurred by any Respondent or any other person in respect of the ROI Process.
2. Nothing contained or implied in ROI Terms, or any other communication by the Issuers to any Respondent, shall be construed as legal, financial or other advice.
3. To the extent that liability cannot be excluded, the maximum aggregate liability of the Issuers to the Respondents is NZ\$1.

5.3.14 **Precedence**

1. To the extent of any inconsistency, the ROI Terms take precedence over all other previous agreements, arrangements or understandings between the Respondent and the Issuers, whether oral or written, in relation to the Opportunity or any broader Green Hydrogen discussions.
2. Any conflict or inconsistency in the documents forming the ROI shall be resolved by giving precedence in the following descending order:
 - (a) Section 5; and
 - (b) All other sections of this ROI document.
3. If there is any conflict or inconsistency between information or documents having the same level of precedence, the later information or document will prevail.

DEFINITIONS

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

Assessment Panel means the panel as set out in 5.2.1.

Competitor means any business that is in actual or potential competition with a Respondent, either in relation to the goods or services sought under the ROI or in general.

Confidential Information means information that:

- is by its nature confidential;
- is marked by the Issuers or Respondents as “confidential”, “commercially sensitive”, “sensitive”, “in confidence”, “top secret”, “secret”, “classified” and/or “restricted”;
- is provided by the Issuers, Respondents or third parties in confidence and includes all information received by the Respondents from the Issuers during the ROI Process; or
- the Issuers or Respondents know, or ought to know, is confidential.

Confidential Information does not include information that is in the public domain other than through any direct or indirect disclosure by the Issuers or Respondents in breach of the confidentiality obligations contained in this ROI.

Contact means Contact Energy Limited.

Deadline for Questions means the deadline for Respondents to submit questions to the Issuers as stated in section 2.2, if applicable.

Deadline for Registrations means 3 September 2021.

Electricity Agreement means the agreement between Meridian and NZAS under which they agree to hedge the price of electricity that NZAS purchases from the New Zealand wholesale electricity market up to 572 MW.

EPC means Engineering, Procurement and Construction.

ESG means environmental, social and governance.

Evaluation Approach means the approach used by the Issuers to evaluate Part A and Part B Registrations, as described in section 4.

Green Hydrogen means both hydrogen produced from renewable electricity and chemicals (including but not limited to ammonia and methanol) derived from hydrogen that is produced using renewable electricity.

GST means the goods and services tax payable in accordance with the New Zealand Goods and Services Tax Act 1985.

Intellectual Property means all intellectual property rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law.

Issuers means Meridian Energy Limited and Contact Energy Limited, who are collectively issuing this ROI.

MW means megawatt a unit of power equal to one million watts.

Meridian means Meridian Energy Limited.

NZAS means New Zealand Aluminium Smelters Limited, an aluminium smelter located at Tiwai Point in Southland and owned by Rio Tinto Group (79.36%) and Sumitomo Chemical Company (20.64%).

Opportunity has the meaning set out in section 1.1.

Part C Evaluation Approach means the approach used by the Issuers to evaluate Part C Registrations, as described in Section 4.

Point of Contact means the Independent Procurement Specialist named in section 2.4.

Registration means the response a Respondent submits in reply to the Issuers' request for Registrations of Interest which must include the Response Form, the declaration and all other information submitted by the Respondent during the ROI Process.

Registration of Interest or "ROI" means this document (including the ROI-Terms) and any other schedule, appendix or document attached to this document, and any subsequent information or answers provided by the Issuers to Respondents through the Issuers' Point of Contact or the TenderLink portal.

Requirements means the Issuers requirements described in section 3 that the Issuers intend to assess prior to any subsequent negotiations or RFP phase.

Request for Proposal or "RFP" means any additional process conducted by the Issuers to assist with developing the Opportunity.

Respondent means a person, organisation, business or other entity that submits a Registration. The term Respondent includes its officers, employees, contractors, consultants, agents and representatives.

Response Form means the respective form and declaration prescribed by the Issuers and used by a Respondent to respond to the request for Registrations of Interest, and duly completed and submitted by the Respondent as part of its Registration. It will be either a Part A Response Form, Part B Response Form or a Part C Response Form.

ROI Terms means the standard process, terms and conditions that apply to this request for Registrations of Interest as described in this document.

TWh means terawatt-hour a unit of energy equal to outputting one trillion watts for one hour.

TenderLink means the online procurement system being used by the Issuers for the ROI Process, a link can be found [here](#).

APPENDIX 1 – COMMUNICATION PROTOCOLS

GREEN HYDROGEN PROJECT COMMUNICATIONS PROTOCOL

LAST UPDATED: 15 July 2021

1. Following the 9 July 2020 announcement by Rio Tinto that it intends to wind-down operations and close New Zealand Aluminium Smelter's (**NZAS**) plant at Tiwai Point (and subsequent announcements in relation to the timing of that closure), Meridian Energy Limited ("**Meridian**") and Contact Energy Limited ("**Contact**") (each a "Party" and together "the Parties") have determined to discuss the following joint proposal:
 - (a) to fund a study into the production of large-scale renewable chemicals (including, but not limited to, hydrogen and ammonia) ("Green Hydrogen") in the lower South Island (the "**Green Hydrogen Study**");
 - (b) to carry out, via a registration-of-interest process ("**ROI**") and subsequent conversations with counterparties interested in building or helping build facilities for production of Green Hydrogen in the lower South Island; and
 - (c) depending on the results of the Green Hydrogen Study and ROI process, potentially the sale of electricity to manufacturers of Green Hydrogen and/or the production and marketing of Green Hydrogen,

(together, the "**Green Hydrogen Project**").
2. In the course of evaluating any proposals in relation to the Green Hydrogen Project, including negotiating potential terms, the Parties may need to consider information of a confidential and potentially also competitively sensitive nature. The Parties are mindful of their obligations under the Commerce Act 1986 and wish to enter this undertaking to govern their conduct and exchange of any commercially sensitive information in respect of their discussions in furtherance of the Green Hydrogen Project.
3. The Parties agree to review the Green Hydrogen Project Communications Protocol at each commercial milestone and, in any event, at least once every three months to ensure that it remains fit for purpose as greater clarity is obtained regarding the scope and feasibility of the Green Hydrogen Project.

GENERAL PROTOCOL

4. The Parties agree that this General Protocol will govern all discussions and negotiations between them relating (directly or indirectly) to the Green Hydrogen Project.
 - (a) The Parties agree that all discussions and information exchanged between them in relation to competitively sensitive information in the context of the Green Hydrogen Project will remain confidential.
 - (b) The Parties should ensure that they do not discuss with or disclose to each other competitively sensitive information such as:
 - (i) a Party's current or future customers;
 - (ii) any non-public details of a Party's respective existing electricity supply arrangements or other supply discussions with customers;

- (iii) a Party's current pricing of electricity or respective modelling of likely future electricity prices;
 - (iv) a Party's capacity investment, retirement or generation decisions; or
 - (v) a Party's current or future competitive strategies.
- (c) Any obligation not to discuss or disclose extends to not providing any hints or indications from which the other Party may draw conclusions.
 - (d) A record shall be kept of any discussions.
 - (e) If either Party decides not to proceed with a proposal, it must immediately notify the other Party. All confidential information received by each Party pursuant to this Protocol (if any) must immediately be returned or destroyed.
 - (f) In the event of any uncertainty as to whether discussions could result in disclosure of competitively sensitive information, the discussion shall be discontinued and the Party concerned should consult its legal advisor immediately.
 - (g) Nothing in this Communications Protocol will prevent the Parties each from reporting on the status of the discussions to other officers and employees within their organisations and any professional advisors.
 - (h) In essence, it is up to each of Meridian and Contact to independently assess whether the terms being discussed between them are in each of their interests, based on their own independent modelling of the likely outcomes if they do not agree to further a proposal.
 - (i) The Parties acknowledge and agree that no contract, arrangement or understanding as to the conduct of the Parties' separate businesses will arise between them as a result of any discussions held or information received by either Party, and that entry into any contract, arrangement or understanding between the Parties with respect to any proposal will be conditional and subject to legal review, including for compliance with competition law.

5. In addition, the specific protocol (as detailed below) will govern the more substantive aspects of the joint discussions, negotiations and any further proposals that may arise between the Parties and / or any third parties in carrying out or progressing the Green Hydrogen Project.

SPECIFIC PROTOCOL FOR SUBSTANTIVE ASPECTS OF THE GREEN HYDROGEN PROJECT

6. When discussing the substantive details of the Green Hydrogen Project, the Parties can discuss/disclose:
- (a) the level of funding they are each willing to contribute/have contributed to the Green Hydrogen Study;
 - (b) the potential demand for Green Hydrogen that could be serviced by the production of Green Hydrogen in the lower South Island;
 - (c) the feasibility of producing Green Hydrogen in the Lower South Island, including:
 - (i) the scale of production required;
 - (ii) land required to establish a Green Hydrogen plant;
 - (iii) port facilities required for a Green Hydrogen plant;
 - (iv) the likely time required and costs incurred to construct a Green Hydrogen plant;
 - (v) by jointly developing a financial model to replicate the capital and operating expenditure of a Green Hydrogen plant so that the Parties can assess the commercial feasibility of Green Hydrogen production;

- (vi) the commercial viability of different products and by-products arising out the production of Green Hydrogen;
 - (vii) the safety and environmental risks associated with Green Hydrogen production; and
 - (viii) any other aspect that is reasonably necessary, at a given point in time, to discuss in order to assess the feasibility of the project.
- (d) the technical ability of a Green Hydrogen plant to address issues with electricity supply during 'dry-years' and the potential commercial constructs to enable those solutions;
 - (e) the findings of the Green Hydrogen Study, to the extent that these relate to the points set out at 6(a) to (d) above;
 - (f) the extent to which each Party is willing to jointly be involved in the production and marketing of Green Hydrogen. However, the Parties shall not discuss or disclose the extent to which they may be prepared to be involved in the production and marketing of Green Hydrogen outside of the Green Hydrogen Project; and
 - (g) the capital investment that they are each willing to contribute to the Green Hydrogen Project.
7. The Parties may jointly communicate and meet with interested counterparties to the Green Hydrogen Project ("Green Hydrogen Counterparties"), to gauge their interest in the process (or aspects of it) of building Green Hydrogen plants in New Zealand and/or supplying Green Hydrogen products to market.
8. In respect of any engagement with Green Hydrogen Counterparties in relation to the development of a Green Hydrogen plant in the lower South Island, the Parties may, subject to clauses 9 and 10:
- (a) jointly develop a set of assessment criteria against which to jointly consider Registrations from Green Hydrogen Counterparties in relation to the development of Green Hydrogen plants in the lower South Island;
 - (b) jointly evaluate ROIs against the set of assessment criteria that have been jointly developed;
 - (c) jointly enter into exploratory discussions and negotiations with Green Hydrogen Counterparties for the purpose of assessing their suitability against the assessment criteria and/or progressing their potential involvement in the Green Hydrogen Project;
 - (d) jointly consider and respond to any questions received from Green Hydrogen Counterparties;
 - (e) jointly determine which Green Hydrogen Counterparties (if any) they wish to select to take through to the next stage of the Green Hydrogen Project; and
 - (f) jointly agree any other matters that are reasonably necessary to agree in order to establish the feasibility and willingness of Green Hydrogen Counterparties to advance the Green Hydrogen Project.
9. However, the Parties should ensure that they do not discuss with or disclose to each other, or to Green Hydrogen Counterparties, competitively sensitive information such as:
- (a) a Party's respective modelling of likely future electricity prices either with or without the development of a Green Hydrogen plant;
 - (b) a Party's independent assessment of any likely future decisions by any Green Hydrogen Counterparty that are unrelated to the Green Hydrogen Project;

- (c) whether or not either Party is engaging in direct negotiations with any Green Hydrogen Counterparties in relation to any matter that falls outside the scope of the Green Hydrogen Project;
 - (d) any other separate prospective or existing commercial arrangements either Party may have with any Green Hydrogen Counterparties unrelated to the Green Hydrogen Project, including pricing and terms of such arrangements (excluding non-competitively sensitive information such as historic or generic information relating to a Party's experience with a Green Hydrogen Counterparty);
 - (e) any non-public details of any other demand-side initiatives that the Parties may be currently considering or negotiating, including the fact of any such discussions or negotiations; or
 - (f) any other price-sensitive or cost-sensitive information.
10. When meeting, or carrying out discussions with Green Hydrogen Counterparties, the Parties must:
- (a) ensure that any next steps with a Green Hydrogen Counterparty, including exploring any potential supply arrangements, is expressed to be subject to legal sign-off by each Party;
 - (b) not suggest or imply that the Parties are in any way restricted from negotiating with other parties separately in relation to any matter that falls outside the scope of the Green Hydrogen Project;
 - (c) not enter into any discussions around future specific pricing of electricity. However, the Green Hydrogen Counterparties and/or the Parties may provide the each other with an indicative non-binding range of electricity prices that it is likely to require for a Green Hydrogen Counterparty's specific proposal to be successful from their perspective. The Parties views as to specific electricity pricing (including to the Project) should otherwise remain independent until the Project is further advanced and specific competition law advice is obtained.
11. The Parties acknowledge that they will each take legal advice before progressing any joint project to be undertaken with any Green Hydrogen Counterparties beyond the preliminary ROI/scoping steps set out above.

APPENDIX 2: PART A RESPONSE FORM: GREEN HYDROGEN PRODUCERS

REGISTRATION RESPONSE FORM

PART A RESPONDENTS

**IN RESPONSE TO THE CALL FOR
REGISTRATIONS OF INTEREST**

By: Meridian Energy Limited and Contact Energy
Limited, together “**Issuers**”
For: Southern Green Hydrogen
July 2021

1 ABOUT THE RESPONDENT

1.1 OUR PROFILE

[Choose one of these statements to complete, and delete the other]

This is a Registration by [insert the name of your organisation] (the Respondent) to supply the Requirements detailed in section 3.

OR This is a [joint/consortium] Registration by [insert the name of your organisation] and [insert the name of the other organisation/s] (together the Respondents) to supply the Requirements detailed in section 3.

1.2 WHO SHOULD COMPLETE THIS PART A RESPONSE FORM

This Registration form should only be completed by Part A Respondents: Green Hydrogen Producers.

These will be Respondents willing to purchase up to 600 MW of renewable backed electricity and participate in the Opportunity by:

- providing a full end-to-end solution that covers the entire Green Hydrogen supply chain including financing, production, storage, transportation, and end use purchaser(s); or
- providing part of the Green Hydrogen supply chain including financing, production, storage, transportation, and end use purchaser(s).

These Respondents will also be willing to potentially invest in the Opportunity by forming a consortium or similar structure with the Issuers and/or other Respondents.

Respondent overview

Item	Detail
Trading name	[insert the name under which you do business]
Organisation full legal name (if different)	[if applicable]
Name of parent company	[if applicable]
Name of ultimate parent company	[if applicable]
Physical address	[if more than one office, provide the address of your head office]
Postal address	[e.g., PO Box address]
Registered office	[if you have a registered office, insert the address here]
Business website	[URL]
Type of entity (legal status)	[sole trader/partnership/limited liability company or other entity/other (please specify)]

Registration number	[if your organisation has a registration number, insert it here e.g., company registration number]
Country of residence	[insert country where you (if you are a sole trader) or your organisation is resident for tax purposes]
Does your organisation currently conduct business in New Zealand?	[if yes, please provide an example]
Goods and services tax (GST) registration number	[New Zealand GST number/if overseas please state]
Main business activity	[main business activity]

Respondent Point of Contact

Item	Detail
Contact person	[name of the person responsible for communicating with the issuers]
Position	[job title or position]
Phone number	[landline]
Mobile number	[mobile]
Email address	[work email]

2.1 BACKGROUND

In this section, Part A Respondents are asked to provide their responses to our Requirements (section 3) by demonstrating their organisations’ ability to meet the Evaluation Approach set out in section 4. Read sections 3 and 4 carefully before completing this part.

If there is anything that you do not understand, please contact our Point of Contact.

If part of an answer is in another document e.g., a marketing brochure, copy and paste the relevant extract into this Registration. Do not submit the whole brochure. Please do not include any advertising brochures or similar material in your Registration.

You may include information not specifically requested by us in your Registration, but only if it adds value and is relevant to our Requirements and is clearly labelled “Supporting Material”.

2.2 PRECONDITIONS

You must be able to answer “yes” to each of these preconditions. Make sure you are able to verify this if asked. “Yes” means you can meet the preconditions currently or in the near future (i.e. before 1 January 2025) intend to meet the preconditions.

If you cannot answer “yes” to all the preconditions, your Registration will not meet the basic Requirements and will be declined.

[Please note organisations who are only interested in the Opportunity as financiers/investors only are not required to answer the preconditions specified below.]

#	Precondition	Meets
1	Product. Respondents must intend to either produce, supply, or purchase Green Hydrogen.	[Yes/No]
2	Quantity. Respondents’ demand must exceed 100 MW of electricity.	[Yes/No]
3	Experience. Respondents must have demonstrated experience and financial capabilities supported by a strong Health and Safety and Process Safety culture, and ESG credentials that align with the overall vision of the Opportunity.	[Yes/No]
4	Dry-year response. Respondents must be willing and able to meet the dry-year response opportunity as described in Section 1.6 and 3.3.	[Yes/No]
5	Long term focus. Respondents must be willing to make a long-term commitment to the Opportunity.	[Yes/No]

2.3 RESPONDENT QUESTIONS

1. General	
1.1.	Please provide a summary of your organisation.
	[insert answer]

1.2.	What form of Green Hydrogen (e.g., liquid hydrogen, ammonia, methanol) are you intending to produce?
	[insert answer]
1.3.	What factors are important to you when considering a long-term partnership with the Issuers?
	[insert answer]
1.4.	Please provide any other information you deem relevant to your involvement in this Opportunity.
	[insert answer]
2. Technical capability	
2.1.	What relevant operational experience does your organisation have that is transferable to the production, storage and transport of Green Hydrogen?
	[insert answer]
2.2.	What technology involved in the production, storage and transport of Green Hydrogen requires additional development prior to deployment?
	[insert answer]
3. Financial capability	
3.1.	Please provide evidence of your organisation's financial capability.
	[insert answer]
4. Alignment of vision	
4.1.	What is your organisation's long-term vision for Green Hydrogen and how does this Opportunity fit with that vision?
	[insert answer]
4.2.	What future growth do you see beyond the initial 600 MW Opportunity?
	[insert answer]
4.3.	What relevant experience does your organisation have in forming and operating a consortium?
	[insert answer]
4.4.	Please outline previous examples of your organisation contributing to local communities and successful stakeholder relationship management.
	[insert answer]
4.5.	What local capabilities and support industries would your organisation require to ensure success of the Opportunity?
	[insert answer]

5. Long term focus

5.1. What do you see as the preferred term of your involvement in the Opportunity?

[insert answer]

5.2. Please explain how your organisation will manage end-of-life remediation and how this is factored into during project development?

[insert answer]

5.3. If possible, please provide an example of end-of-life remediation your organisation has undertaken.

[insert answer]

6. Timing

6.1. What is the earliest date on which your organisation is looking to purchase electricity or invest in the Opportunity?

[insert answer]

7. Dry-year response

7.1. How would your organisation meet the dry-year response opportunity outlined in sections 1.6 and 3.3? Responses should aim to:

- (a) identify and/or confirm technical solutions that will enable this dry-year response to be incorporated into the Green Hydrogen facility;
- (b) identify any key technical constraints that may exist in developing a Green Hydrogen production facility with such dry-year response;
- (c) identify any possible commercial or supply-chain implications for providing such dry-year response;
- (d) provide information and solutions that will support further analysis and ultimately determine the cost-benefit of implementing dry-year response; and
- (e) outline options or preferences as to how this service could be remunerated.

[insert answer]

8. ESG, Health and Safety, and Process Safety culture

8.1. Please outline what you believe the key Health and Safety and Process Safety risks would be in respect of a Green Hydrogen facility and how you would mitigate them?

[insert answer]

8.2. Please outline your organisation's approach to the sustainability and societal impact of any investment in Green Hydrogen?

[insert answer]

8.3. Please provide copies of your organisation's policies (or equivalent documentation) on the following:

- (a) Environmental, Social and Governance
- (b) Sustainability and the Environment
- (c) Modern Slavery
- (d) Anti-Bribery and Anti-Money Laundering
- (e) Greenhouse Gas Emissions Recording and Reductions
- (f) Health and Safety
- (g) Organisational Code of Conduct

8.4. Provide examples of where your organisation has demonstrated positive ESG, Health and Safety, and Process Safety outcomes.

[insert answer]

Respondent declaration		
Topic	Declaration	Respondent's declaration
ROI Terms	I/We have read and fully understand the ROI, including the ROI Process, ROI Terms. I/We confirm that the Respondent/s agrees to be bound by them.	[Agree/Disagree]
Collection of further information	<p>The Respondent/s authorises the Issuers to:</p> <p>(a) collect any information about the Respondent/s, except commercially sensitive pricing information, from any relevant third party, including a referee or previous or existing client; and</p> <p>(b) use such information in the evaluation of this Registration.</p> <p>The Respondent/s agrees that all such information will be confidential to the Issuers.</p>	[Agree/Disagree]
Requirements	I/We have read and fully understand the nature and extent of the Issuers' Requirements as described in section 3. I/We confirm that the Respondent/s has the necessary capacity and capability to meet or exceed the Requirements fully.	[Agree/Disagree]
Ethics	<p>In submitting this Registration the Respondent/s warrants that it:</p> <p>(a) has not entered into any improper, illegal, collusive or anti-competitive arrangements with any Competitor; and</p> <p>(b) has not attempted to influence, or provide any form of personal inducement, reward or benefit to, any representative of the Issuers.</p>	[Agree/Disagree]
Communication Protocols	I/We have read and understood the communication protocols (Appendix 1), and agree not to act in a manner inconsistent with the Issuers' obligations under them.	[Agree/Disagree]

DECLARATION

I/We declare that in submitting the Registration and this declaration:

- (a) the information provided is true, accurate and complete and not misleading in any material respect
- (b) the Registration does not contain Intellectual Property that will breach a third party's rights
- (c) I/We have secured all appropriate authorisations to submit this Registration, to make the statements and to provide the information in the Registration, and I/we am/are not aware of any impediments to delivering the Requirements.

I/We understand that the falsification of information, the supply of misleading information or the suppression of material information in this declaration and the Registration may result in the Registration being eliminated from further participation in the ROI Process and may be grounds for the termination of any future contract awarded as a result of the ROI.

By signing this declaration, the signatory below represents, warrants and agrees that he/she has been authorised by the Respondent/s to make this declaration on its/their behalf.

Signature:



Full name

Click or tap here to enter text.

Title/Position:

Click or tap here to enter text.

**Name of
Respondent
organisation:**

Click or tap here to enter text.

Date:

Click or tap to enter a date.

APPENDIX 3: **PART B** RESPONSE FORM: GREEN HYDROGEN PURCHASERS

REGISTRATION RESPONSE FORM

PART B RESPONDENTS

**IN RESPONSE TO THE CALL FOR
REGISTRATIONS OF INTEREST**

By: Meridian Energy Limited and Contact Energy
Limited, together “**Issuers**”
For: Southern Green Hydrogen
July 2021

1 ABOUT THE RESPONDENT

1.1 OUR PROFILE

This is a Registration by [insert the name of your organisation] (the Respondent) to supply the Requirements detailed in section 3.

1.2 WHO SHOULD COMPLETE THIS PART B RESPONSE FORM

This Registration form should only be completed by Part B Respondents: Green Hydrogen Purchasers.

These will be Respondents willing to participate in the Opportunity as end use purchasers of up to the equivalent of 600 MW of Green Hydrogen.

These Respondents will not have a shareholding in a consortium or similar structure that the Issuers may form.

Respondent overview

Item	Detail
Trading name	[insert the name under which you do business]
Organisation full legal name (if different)	[if applicable]
Name of parent company	[if applicable]
Name of ultimate parent company	[if applicable]
Physical address	[if more than one office, provide the address of your head office]
Postal address	[e.g., PO Box address]
Registered office	[if you have a registered office, insert the address here]
Business website	[URL]
Type of entity (legal status)	[sole trader/partnership/limited liability company or other entity/other (please specify)]
Registration number	[if your organisation has a registration number, insert it here e.g., company registration number]
Country of residence	[insert country where you (if you are a sole trader) or your organisation is resident for tax purposes]
Does your organisation currently conduct business in New Zealand?	[if yes, please provide an example]

Goods and services tax (GST) registration number	[New Zealand GST number/if overseas please state]
Main business activity	[main business activity]

Respondent Point of Contact

Item	Detail
Contact person	[name of the person responsible for communicating with the Issuers]
Position	[job title or position]
Phone number	[landline]
Mobile number	[mobile]
Email address	[work email]

2.1 BACKGROUND

In this section, Part B Respondents are asked to provide their responses to our Requirements (section 3) by demonstrating their organisations’ ability to meet the Evaluation Approach set out in section 4. Read sections 3 and 4 carefully before completing this part.

If there is anything that you do not understand, please contact our Point of Contact.

If part of an answer is in another document e.g., a marketing brochure, copy and paste the relevant extract into this Registration. Do not submit the whole brochure. Please do not include any advertising brochures or similar material in your Registration.

You may include information not specifically requested by us in your Registration, but only if it adds value and is relevant to our Requirements and is clearly labelled “Supporting Material”.

2.2 PRECONDITIONS

You must be able to answer “yes” to each of these preconditions. Make sure you are able to verify this if asked. “Yes” means you can meet the preconditions currently or in the near future (i.e. before 1 January 2025) intend to meet the preconditions.

If you cannot answer “yes” to all the preconditions, your Registration will not meet the basic Requirements and will be declined.

#	Precondition	Meets
1	Product. Respondents must intend to purchase Green Hydrogen.	[Yes/No]
2	Quantity. Respondents’ demand must exceed 100 MW equivalent of Green Hydrogen.	[Yes/No]
3	Experience. Respondents must have demonstrated experience and financial capabilities supported by a strong Health and Safety and Process Safety culture, and ESG credentials that align with the overall vision of the Opportunity.	[Yes/No]
4	Dry-year response. Respondents must be willing and able to accommodate the dry-year response opportunity as described in section 1.6 and 3.3.	[Yes/No]
5	Long term focus. Respondents must be willing to make a long-term commitment to the Opportunity.	[Yes/No]

2.3 RESPONDENT QUESTIONS

1. General	
1.1.	Please provide a summary of your organisation.
	[insert answer]

1.2.	What form of Green Hydrogen (e.g., liquid hydrogen, ammonia, methanol) are you interested in purchasing?
	[insert answer]
1.3.	What factors are important to you when considering a long-term partnership with the Issuers?
	[insert answer]
1.4.	Where is your preferred point of delivery?
	[insert answer]
1.5.	Please provide any other information you deem relevant to your involvement in this Opportunity.
	[insert answer]
2. Technical capability	
2.1.	What is your organisation's intended use case and associated timeline for Green Hydrogen?
	[insert answer]
2.2.	What volume of Green Hydrogen are you interested in purchasing?
	[insert answer]
2.3.	What if any are the current technical barriers to the use of Green Hydrogen in your organisation?
	[insert answer]
2.4.	What technology involved in the storage and transport of Green Hydrogen requires additional development prior to deployment?
	[insert answer]
3. Financial capability	
3.1.	Please provide evidence of your organisation's financial capability.
	[insert answer]
4. Alignment of vision	
4.1.	What is your long-term vision for the use of Green Hydrogen?
	[insert answer]
4.2.	What role do you see your organisation playing in this long-term vision?
	[insert answer]
4.3.	What future growth do you see beyond the initial 600 MW Opportunity?
	[insert answer]
5. Long term focus	

5.1. What do you see as the preferred term of a Green Hydrogen supply agreement?
[insert answer]
6. Timing
6.1. What is the earliest date on which your organisation is looking to purchase Green Hydrogen?
[insert answer]
6.2. What are your organisation's pre-conditions (if any) to signing a Green Hydrogen supply agreement?
[insert answer]
7. Dry-year response
7.1. How would your organisation manage periods where supply of Green Hydrogen may be reduced when the plant provides dry-year response? See section 1.6 and section 3.3.
[insert answer]
7.2. Is your organisation seeking multiple sources of Green Hydrogen from third parties to meet your supply?
[insert answer]
8. ESG, Health and Safety, and Process Safety culture
8.1. Please provide copies of your organisation's policies (or equivalent documentation) on the following: <ul style="list-style-type: none"> (a) Environmental, Social and Governance (b) Sustainability and the Environment (c) Modern Slavery (d) Anti-Bribery and Anti-Money Laundering (e) Greenhouse Gas Emissions Recording and Reductions (f) Health and Safety (g) Organisational Code of Conduct
8.2. Provide examples of where your organisation has demonstrated positive ESG, Health and Safety, and Process Safety outcomes.
[insert answer]

Respondent declaration		
Topic	Declaration	Respondent's declaration
ROI Terms	I/We have read and fully understand the ROI, including the ROI Process, ROI Terms. I/We confirm that the Respondent/s agrees to be bound by them.	[Agree/Disagree]
Collection of further information	<p>The Respondent/s authorises the Issuers to:</p> <p>(a) collect any information about the Respondent/s, except commercially sensitive pricing information, from any relevant third party, including a referee or previous or existing client; and</p> <p>(b) use such information in the evaluation of this Registration.</p> <p>The Respondent/s agrees that all such information will be confidential to the Issuers.</p>	[Agree/Disagree]
Requirements	I/We have read and fully understand the nature and extent of the Issuers' Requirements as described in section 3. I/We confirm that the Respondent/s has the necessary capacity and capability to meet or exceed the Requirements fully.	[Agree/Disagree]
Ethics	<p>In submitting this Registration the Respondent/s warrants that it:</p> <p>(a) has not entered into any improper, illegal, collusive or anti-competitive arrangements with any Competitor;</p> <p>(b) has not attempted to influence, or provide any form of personal inducement, reward or benefit to, any representative of the Issuers.</p>	[Agree/Disagree]
Communication Protocols	I/We have read and understood the communication protocols (Appendix 1), and agree not to act in a manner inconsistent with the Issuers' obligations under them.	[Agree/Disagree]
DECLARATION		

I/We declare that in submitting the Registration and this declaration:

- (a) the information provided is true, accurate and complete and not misleading in any material respect
- (b) the Registration does not contain Intellectual Property that will breach a third party's rights
- (c) I/We have secured all appropriate authorisations to submit this Registration, to make the statements and to provide the information in the Registration, and I/we am/are not aware of any impediments to delivering the Requirements.

I/We understand that the falsification of information, the supply of misleading information or the suppression of material information in this declaration and the Registration may result in the Registration being eliminated from further participation in the ROI Process and may be grounds for the termination of any future contract awarded as a result of the ROI.

By signing this declaration, the signatory below represents, warrants and agrees that he/she has been authorised by the Respondent/s to make this declaration on its/their behalf.

Signature:

Full name

Click or tap here to enter text.

Title/Position:

Click or tap here to enter text.

Name of Respondent organisation:

Click or tap here to enter text.

Date:

Click or tap to enter a date.

APPENDIX 4: PART C RESPONSE FORM: PROJECT CONTRIBUTORS

REGISTRATION RESPONSE FORM

PART C RESPONDENTS

**IN RESPONSE TO THE CALL FOR
REGISTRATIONS OF INTEREST**

By: Meridian Energy Limited and Contact Energy
Limited, together "**Issuers**"
For: Southern Green Hydrogen
July 2021

1 ABOUT THE RESPONDENT

1.1 OUR PROFILE

This is a Registration by [insert the name of your organisation] (the Respondent) to supply the Requirements detailed in section 3.

1.2 WHO SHOULD COMPLETE THIS PART C RESPONSE FORM

This Registration form should only be completed by Part C Respondents: Project Contributors

These will be Respondents willing to be involved in the Opportunity as:

- Providers of technology and services related to the Green Hydrogen supply chain (production, storage and transportation); or
- Providers of engineering, procurement, and construction services (EPC).

Respondent overview

Item	Detail
Trading name	[insert the name under which you do business]
Organisation full legal name (if different)	[if applicable]
Name of parent company	[if applicable]
Name of ultimate parent company	[if applicable]
Physical address	[if more than one office, provide the address of your head office]
Postal address	[e.g., PO Box address]
Registered office	[if you have a registered office, insert the address here]
Business website	[URL]
Type of entity (legal status)	[sole trader/partnership/limited liability company or other entity/other (please specify)]
Registration number	[if your organisation has a registration number, insert it here e.g., company registration number]
Country of residence	[insert country where you (if you are a sole trader) or your organisation is resident for tax purposes]
Does your organisation currently conduct business in New Zealand?	[if yes, please provide an example]

Goods and services tax (GST) registration number	[New Zealand GST number/if overseas please state]
Main business activity	[main business activity]

Respondent Point of Contact

Item	Detail
Contact person	[name of the person responsible for communicating with the Issuers]
Position	[job title or position]
Phone number	[landline]
Mobile number	[mobile]
Email address	[work email]

2.1 BACKGROUND

In this section, Part C Respondents are asked to provide their responses to our Requirements (section 3) by demonstrating their organisations’ ability to meet the Part C Evaluation Approach set out in section 4. Read sections 3 and 4 carefully before completing this part.

If there is anything that you do not understand, please contact our Point of Contact.

If part of an answer is in another document e.g., a marketing brochure, copy and paste the relevant extract into this Registration. Do not submit the whole brochure. Please do not include any advertising brochures or similar material in your Registration and clearly marked “Supporting Material”.

You may include information not specifically requested by us in your Registration, but only if it adds value and is relevant to our Requirements.

2.2 PRECONDITIONS

You must be able to answer “yes” to each of the preconditions applicable to your organisation. Make sure you are able to verify this if asked. “Yes” means you can meet the preconditions currently or in the near future (i.e. before 1 January 2025) intend to meet the preconditions.

#	Precondition	Meets
1	Experience. Respondents must have demonstrated experience and financial capabilities supported by a strong Health and Safety, and Process Safety culture, and ESG credentials that align with the overall vision of the Opportunity.	[Yes/No]
2	Long term focus. Respondents must be willing to make a long-term commitment to the Opportunity.	[Yes/No]

2.3 RESPONDENT QUESTIONS

1. General	
1.1.	Please provide a summary of your organisation.
	[insert answer]
1.2.	What technology solution or development service are you looking to provide?
	[insert answer]
1.3.	Please provide any other information you deem relevant to your involvement in this Opportunity.
	[insert answer]
2. Technical capability	

2.1. What experience does your organisation have in the technologies or services required to produce, liquify, store and transport Green Hydrogen or similar products?

[insert answer]

Respondent declaration		
Topic	Declaration	Respondent's declaration
ROI Terms	I/We have read and fully understand the ROI, including the ROI Process, ROI-Terms. I/We confirm that the Respondent/s agrees to be bound by them.	[Agree/Disagree]
Collection of further information	<p>The Respondent/s authorises the Issuers to:</p> <p>(a) collect any information about the Respondent/s, except commercially sensitive pricing information, from any relevant third party, including a referee or previous or existing client; and</p> <p>(b) use such information in the evaluation of this Registration.</p> <p>The Respondent/s agrees that all such information will be confidential to the Issuers.</p>	[Agree/Disagree]
Requirements	I/We have read and fully understand the nature and extent of the Issuers' Requirements as described in section 3. I/We confirm that the Respondent/s has the necessary capacity and capability to meet or exceed the Requirements fully.	[Agree/Disagree]
Ethics	<p>In submitting this Registration the Respondent/s warrants that it:</p> <p>(a) has not entered into any improper, illegal, collusive or anti-competitive arrangements with any Competitor; and</p> <p>(b) has not attempted to influence, or provide any form of personal inducement, reward or benefit to, any representative of the Issuers.</p>	[Agree/Disagree]
Communication Protocols	I/We have read and understood the communication protocols (Appendix 1), and agree not to act in a manner inconsistent with the Issuers' obligations under them.	[Agree/Disagree]
DECLARATION		

I/We declare that in submitting the Registration and this declaration:

- (a) the information provided is true, accurate and complete and not misleading in any material respect
- (b) the Registration does not contain Intellectual Property that will breach a third party's rights
- (c) I/We have secured all appropriate authorisations to submit this Registration, to make the statements and to provide the information in the Registration, and I/we am/are not aware of any impediments to delivering the Requirements.

I/We understand that the falsification of information, the supply of misleading information or the suppression of material information in this declaration and the Registration may result in the Registration being eliminated from further participation in the ROI Process and may be grounds for the termination of any future contract awarded as a result of the ROI.

By signing this declaration, the signatory below represents, warrants and agrees that he/she has been authorised by the Respondent/s to make this declaration on its/their behalf.

Signature:

Full name

Click or tap here to enter text.

Title/Position:

Click or tap here to enter text.

**Name of Respondent
organisation:**

Click or tap here to enter text.

Date:

Click or tap to enter a date.
