



Australasian Pork Research Institute Ltd **APRIL**

Expression of Interest

APRIL PRODUCT DEVELOPMENT SCHEME

1. Applicant Details

Organisation:		Australian Business Number (if applicable):	
Contact person:		Position:	
Phone:		Email:	

2. Details of Product/ Service/ Technology to be developed

<p><u>Description of product/ service/ technology (the "Product"):</u></p> <p>Please explain the product, service or technology that is to be developed, including:</p> <ul style="list-style-type: none">• the level of current development,• what further development is required to make the product, service or technology market ready,• a description of any relevant Intellectual Property, including ownership, and whether there are any:<ul style="list-style-type: none">○ patents (pending or granted),○ licences, or○ restrictions on use.
<p><u>Commercialisation strategy:</u></p> <p>Detail the approach you will adopt in bringing the Product to market (including partners, manufacture, distribution and marketing where relevant).</p>
<p><u>Risks:</u></p> <p>Detail the inherent risks in bringing the Product to market and how these will be avoided or mitigated.</p>

3. Applicant capability

<p><u>Experience and Skills:</u></p>



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Detail the skills, resources and relevant experience of your organisation (and partners) that will be involved in bringing the product, process or service to market.

For example:

- *Provide relevant examples of new products, services and (or) technologies that your organisation has successfully commercialised.*
- *Discuss to what extent additional assistance would be required.*
- *Detail any regulatory approvals that would be required to bring the Product to market.*
- *Detail the manufacturing facilities which will be used to produce the Product and any capacity constraints at those facilities (in-house, sub contract) (if applicable)*

4. Value Proposition

What do you require from APRIL:

- **Please explain what assistance you require from APRIL to further develop the Product, including cash and non-cash inputs.**

What will APRIL receive in return:

Please explain what APRIL will receive in return for APRIL's investment and when, including cash and non-cash returns. Please also include an estimate of how confident you are that these returns will be achieved.



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Authorisation

I warrant that the information provided in this form is true and correct and that I am authorised to make this application on behalf of the Applicant.

I confirm that I have read and understood the Expression of Interest Terms and Conditions (attached) and the APRIL Privacy Policy, available at www.april.org.au and am authorised to confirm acceptance of the terms contained in those documents on behalf of the Applicant.

Signed for and on behalf of the Applicant:
By: [Please print name and position of Authorised signatory]
Date:



Expression of Interest Terms and Conditions

By completing and submitting the application form, the Applicant agrees to the following terms and conditions:

1. General

- 1.1. APRIL may exclude the Applicant from further consideration and evaluation if APRIL considers, at any time and in its absolute discretion, that the Applicant is not suitable for commercialising the Product. APRIL is not obliged to give reasons for its decision.
- 1.2. APRIL may conduct reference checks, including site visits, on the Applicant and its officers (all personal information collected will be treated in accordance with APRIL's privacy policy which can be found at www.april.org.au). Personal information may be retained by APRIL and used to:
 - (a) contact the Applicant regarding future commercialisation opportunities; and
 - (b) enable APRIL to comply with its reporting requirements to statutory and other entities.

By submitting an application, the Applicant represents that any individual whose personal information has been provided in connection with the application has consented to APRIL using their personal information for these purposes.

- 1.3. APRIL may request further information from the Applicant during the application process and will, as appropriate, engage in discussions or negotiations with any Applicant for the purpose of clarifying or improving its response. APRIL may, in its absolute discretion, conduct simultaneous discussions with other applicants to clarify or improve responses, but will not disclose the content of an Applicant's response with any other applicants.
- 1.4. APRIL's decisions will be in its absolute discretion and will remain subject to APRIL's internal approval processes and execution of binding legal agreements. No binding legal relationship will arise from the application process, except in relation to confidentiality. On conclusion of the application process, the successful applicant(s) (if any) will be invited to execute binding legal agreements. Until a legally binding agreement is signed by all parties, any information or draft documents provided by APRIL are for the purposes of furthering negotiations between the parties. Any action taken, and any expenditure incurred by the Applicant in anticipation of a legally binding agreement being signed, is at the Applicant's own risk.
- 1.5. The Applicant must not engage in any behaviour which is anticompetitive, misleading or deceptive or an attempt to improperly influence any officer, employee or agent of APRIL in connection with the Expression of Interest process. The Applicant must not engage in any collusive, price fixing, market sharing or other restrictive practice with other applicants involved in the application process.
- 1.6. APRIL is not responsible for any loss, damage, costs or expenses incurred by the Applicant or any third party as a result of the Applicant submitting an application. The Applicant acknowledges and agrees that it has relied upon its own skill, expertise and judgment in determining whether or not to enter into this process.
- 1.7. APRIL may, in its absolute discretion, terminate or suspend the application process, and may recommence it at any time (or not at all).



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2. Use of application responses and other submitted material

- 2.1. The Applicant's application will be used as part of the assessment of its suitability for Product Development Scheme assistance. The Applicant warrants and represents that:
 - (a) all information it provides to APRIL in the application is true and correct, and is not misleading or deceptive in any material particular, whether by the inclusion of information, omission of information, or both; and
 - (b) if it becomes aware of any facts or circumstances which may render any information disclosed in its application misleading or deceptive in any material particular, it will immediately advise APRIL in writing.

The successful applicant(s) may be required to provide equivalent warranties in any legally binding agreement with APRIL.

- 2.2. Subject to paragraph 3.1 below, all material submitted by the Applicant, including the application becomes the property of APRIL (**Material**). The Applicant grants to APRIL a non-exclusive, worldwide, royalty-free licence to copy, use, modify and disclose the copyright works in the Material, in order to evaluate the Applicant's response, negotiate legal agreements if the application is successful and administer, manage and report on the Product Development Scheme.

3. Confidentiality

- 3.1. APRIL will not treat as confidential any information provided by the Applicant to APRIL, except information provided or disclosed in accordance with a legally binding "Confidential Disclosure Agreement" signed by both parties.
- 3.2. The Applicant must treat as confidential, any information and documents provided by APRIL to the Applicant, including all information and documents regarding APRIL's business, technology, operational and financial arrangements.

4. Guidelines

- 4.1 Applicant warrants that they have read and understood the Product Development Scheme Guidelines, which can be found at <https://apri.com.au/commercialisation/>.