
6 EOI SUBMISSION GUIDELINES AND TERMS AND CONDITIONS OF EOI

Each Application must comply with the EOI Submission Guidelines set out below. On submitting an EOI, applicants are deemed to have accepted the Terms and Conditions of EOI, set out below. Applications must nominate:

- The organisation that would contract with the APCCR Custodian if the application is successful.
- A primary contact person, who would be the key clinical leader responsible for the EOI application.

6.1 EOI SUBMISSION GUIDELINES

- All applicants must follow the instructions in this section. Applications that do not comply with these instructions may not be accepted for review.
- By submitting an application, the Applicant has is deemed to have accepted the Terms and Conditions set out below.
- Applicants are requested to email prostateregistry@movember.com an intent to apply. This is an administrative process to help develop the review panel. The notice should simply detail the organisation name, the state/territory the applicant intends to submit an EOI response for, and the contact person, their email address and phone number.
- The application must then be submitted electronically via Movember online system, which can be accessed via <https://registry.myreviewroom.com>. Hardcopy and emailed applications will not be accepted.
- Applicants will need to create an account through the online system, which will then allow them to complete application.
- The application can be edited any number of times up until the closing date and time of **2pm AEST, Friday 12 July 2013**.
- The application must be submitted by **2pm AEST, Friday 12 July 2013**.
- The project proposal should be a MAXIMUM of 10 pages for states/territories that have an existing prostate cancer clinical registry, and 15 pages for states / territories where a prostate cancer clinical registry does not exist (excluding cover pages, table of contents and any CVs).
 - Microsoft Word or PDF format preferred.
 - One (1) page for the table of contents.
 - A4 size, 210 X 297mm
 - Arial font (regular), minimum 11-point
 - Single-spaced text
 - 1 " (2.54 cm) margin on all sides of each page; and
 - A header on each page with the organisation and primary contact person's name in top left-hand corner, and the page number in the top right-hand corner.
- Movember is not obliged to consider applications received after the closing time but may do so at its sole discretion. If a late application is considered, Movember must be satisfied that accepting a late application will not compromise the integrity of the application process. Late applications may be considered when it can be clearly demonstrated that exceptional circumstances have arisen such as downtime in the online software portal (which will be separately validated by Movember before accepting a late application). If an applicant considers that their application will be late they should email the Shannyn Merlo via prostateregistry@movember.com prior to the EOI Closing Time (2pm, 12 July 2013) advising of the circumstances for the lateness which will be independently considered.
- All correspondence and questions relating to this call are to be submitted to Shannyn Merlo via email at prostateregistry@movember.com. All questions will be answered in a timely manner. Movember may provide responses to any question to all applicants.

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- After the closing time the applicant waives the right to withdraw and replace, or amend, their application unless requested to do so by Movember or prior approved by Movember.
 - Movember may request further information from applicants during the EOI process.

6.2 TERMS AND CONDITIONS OF EOI

6.2.1 General Terms

1. Movember does not make any representation that it will, and disclaims any obligation to, proceed with or to commit to any particular future actions in relation to the subject matter of this Request for EOIs (the **Project**), including without limitation:
 - a. accepting any EOI or shortlist any Applicant; and
 - b. considering, not considering, accepting or rejecting any EOI.
2. Applicants acknowledge and agree that, if they are chosen to be the Preferred Participating State/Territory Organisations, they will be requested to work closely with the APCCR Custodian to discuss and agree on an implementation plan, consistent with the terms of this EOI.
3. Movember reserves the right, in its sole discretion, to initiate another selection process, enter into negotiations with a person or persons who have not been invited to respond to this EOI or to cancel the Project.
4. Applicants must pay their own costs and expenses incurred in preparing and submitting an EOI. Movember will provide funding to Preferred Participating State/Territory Organisations to develop and finalise the implementation plan.
5. To the extent permitted by law, Movember excludes all liability for any loss, costs (including legal costs) or damages, suffered or incurred by an Applicant or any other person, arising out of the Applicant's participation in this EOI process and (except as set out in paragraph 4 above) any subsequent phase of the process of selecting the APCCR Custodian or establishing the APCCR, including without limitation the cost of preparing and submitting an EOI or any further documents or information (however that loss, cost or damage arises).
6. The EOI Applicant warrants that it has no actual or potential conflict of interest in relation to its participation in this EOI process or its delivery of the Project other than that it has disclosed in its EOI.
7. No legal or other obligation arises between an Applicant and Movember or the APCCR Custodian in relation to the outcome of the EOI process, unless and until the APCCR Custodian executes a contract with the Applicants.
8. Movember is not obliged to:
 - a. accept any EOI; or
 - b. enter into any contract with any Applicant; or
 - c. give reasons for not considering or accepting or rejecting all or any part of any EOI or for cancelling the EOI process.

Movember may, in its sole discretion, consider for acceptance a response that does not comply with the requirements of this Request for EOIs.

9. Movember will advise the outcome of the EOI process to all Applicants
10. The Applicant grants Movember a non-exclusive licence to use, for the purpose of this EOI process, any information, processes, sketches, calculations, drawings or other data or information submitted with, or included in, the response submitted by the Applicant.
11. Each Applicant agrees to indemnify Movember against third party claims arising out of any use of any proprietary information submitted with, or included in, an EOI.

12. Should the Applicant find any material discrepancy, error or omission in this Request for EOI, the Applicant must immediately notify Movember in writing of the nature of the discrepancy, error or omission.
13. The Applicant and each of the key personnel acknowledge that their details, including any personal details may be disclosed to third parties including the evaluation panel, for the purposes of this EOI process and any related purposes.

6.2.2 Variations

Movember may vary the requirements set out in this Request for EOI and seek further information from the Applicants. Applicants shall supply this information upon reasonable request.

6.2.3 Movember's Rights

Movember reserves the right to subject the Applicants to a "due diligence" enquiry, which may comprise:

- verifying whether the represented resources and skills are actually available; and
- assessing experience and integrity, including a possible site visit.

Movember, in its sole discretion, reserves the right to depart from any method of evaluation set out in this EOI.

6.2.4 Reliance on Information

Movember will rely on information provided by, or on behalf of the Applicants at all stages of the EOI process. In providing information, Applicants represent to Movember that the information is complete and accurate in all material respects, that it is not misleading and that in preparing the information reasonable skill and care has been exercised by the Applicant and its personnel and acknowledges that Movember may rely upon that information.

6.2.5 Publicity

Applicants are not to make any public statement in relation to, the EOI process, their response, or their participation in the EOI process or contract negotiation process without Movember's prior written consent.

6.2.6 Governing Law

This EOI process and the Terms and Conditions set out in Section 6 are governed by the laws in force in Victoria, Australia.