



# Expression of Interest

## About this form

This form is to be used if you are interested in applying for financial support under the **North Island Weather Events (NIWE) Primary Producer Finance Scheme ('the Scheme or PPFS')** and need additional time to collate the necessary information to formally submit an application under the Scheme.

We recommend that you read further information from our website regarding the Scheme: [www.growregions.govt.nz/new-funding/niwe-primary-producer-finance-scheme](http://www.growregions.govt.nz/new-funding/niwe-primary-producer-finance-scheme)

If you are unsure whether your project is eligible for funding from the **Scheme**, you can still submit an Expression of Interest.

The information provided will help Kānoa to:

1. Understand the eligibility of your proposal/organisation; and
2. Work with you to develop a full application.

If your proposal has the potential to be funded, you will be invited to submit a formal application.

Please email your completed form to [Kanoa@mbie.govt.nz](mailto:Kanoa@mbie.govt.nz).

Please note, through the submission of your Expression of Interest ('EOI') form you are agreeing to the terms and conditions of applying for Primary Producer Finance Scheme investment which can be found in Appendix 1. The funding is subject to a full evaluation and completion of the application form, which can be found on the Grow Regions Website referenced above.

To be eligible for finance under the Scheme, you must:

- › Provide evidence you have incurred losses of 30 percent or more of your uninsurable productive capacity because of the NIWE, as a result of the severe weather events that affected Auckland in late January 2023, followed by Cyclone Gabrielle in February 2023;
- › Provide evidence that your business is a land-based primary sector entity, located partially or wholly in the following affected regions: Northland, Auckland, Waikato, Bay of Plenty, Tairāwhiti, Hawke's Bay, Taranaki or Wairarapa (in line with other NIWE-related business support to date);
- › Demonstrate that your loss of viability was due to the NIWE and not a pre-existing issue;
- › Provide evidence that you have the prospect of returning to viability (i.e. positive cash flow over an agreed time period);
- › Provide evidence that you have sought and failed to receive lending from commercial lender(s), or source of capital of choice, and that you do not have access to sufficient capital through other means (i.e., through your own balance sheet capacity).
- › Demonstrate that you took steps ahead of the event to mitigate or avoid losses, such as insuring assets where there are readily available insurance products; and
- › Demonstrate your commitment to improve resilience to similar risks in the future, such as flood risks.

If you meet the eligibility criteria and can provide the supporting documentation, please complete the application form, which can be found on the Grow Regions Website referenced above.

## Section 1: Key information

### 1. Please provide the details of the applicant organisation/entity for which funding is being requested:

Entity legal name:

Entity type:  Company  Registered Charitable Trust  Incorporated Society  
 Trust (please provide your Trust Deed)  Local Authority  Crown Entity / Government Agency  
 Other (please specify)

Registered office address:

Registered location of business:

New Zealand Government Land Categorisation (if applicable):

Entity or business website (if applicable):

Registered New Zealand Business Number (NZBN):

Registered Company Number:

### 2. Please provide the contact details for a person as a key point of contact:

Contact name and role:

Email address:  Telephone:

### 3. Please check applicable boxes for the eligibility criteria:

#	You must be able to satisfy the following criteria in order to be considered eligible to make an application:  <i>Please note that evidence and supporting documents are not required until submission of the application.</i>	Check if applicable
1	Your business is either partially or wholly located in one of the following affected New Zealand regions: Northland, Auckland, Waikato, Bay of Plenty, Tairāwhiti, Hawke's Bay, Tararua and/or Wairarapa.	<input type="checkbox"/> Select a primary region (select a secondary and/or tertiary region, if applicable): <input type="checkbox"/> Northland <input type="checkbox"/> Tairāwhiti <input type="checkbox"/> Auckland <input type="checkbox"/> Hawke's Bay <input type="checkbox"/> Waikato <input type="checkbox"/> Tararua <input type="checkbox"/> Bay of Plenty <input type="checkbox"/> Wairarapa
2	Your business is a producing land-based primary producer.	<input type="checkbox"/>
3	You have incurred losses of 30% or more of your uninsurable productive capacity because of the <i>weather events</i> <sup>1</sup> .	<input type="checkbox"/>

<sup>1</sup> The NIWE comprises the severe weather that impacted Auckland in late January 2023, followed by Cyclone Gabrielle in February 2023, both of which involved large-scale flooding.

4	You can provide evidence of losses due to the <i>weather events</i> , for at least 30% of uninsurable productive capacity can be provided by the applicant.	<input type="checkbox"/>
5	You can demonstrate the business has lost commercial viability because of the weather events (i.e., operating in a negative cash flow) and not a pre-existing issue.	<input type="checkbox"/>
6	You can demonstrate it has a prospect of returning to viability over an agreed time-period (i.e., positive cash flow).	<input type="checkbox"/>
7	You can provide evidence that you have sought and failed to receive lending elsewhere, and that you do not have access to sufficient sources of capital through other means i.e., through your own balance sheet.	<input type="checkbox"/>
8	You can demonstrate that you took steps ahead of the NIWE to mitigate or avoid losses. i.e., insuring assets where there were readily available insurance products.	<input type="checkbox"/>
9	You can demonstrate commitment to improve resilience to similar risks in the future, such as flood risks, where this is within the applicant's control.	<input type="checkbox"/>

**4. The minimum funding that can be sought through this Primary Producer Finance Scheme is \$500,000 loan or equity. Please set out the proposed sources of funding for your recovery project:**

Proposed Funding:	\$ (excluding GST)
Estimated total funding sought from the Primary Producer Finance Scheme	\$
Total funding required:	\$

**5. Please check applicable boxes where necessary against each question of readiness:**

#	Application and supporting documents:	Check if applicable
1.	You are confident that you have the capability and resources required to submit the required documents including: <ul style="list-style-type: none"> <li>› Full application</li> <li>› Details of the recovery approach in returning to viability, with supporting plan and budget;</li> <li>› Financial model;</li> <li>› Pro forma letter from funder; and</li> <li>› The last two years of financial statements (cashflow, balance sheet, profit and loss)</li> </ul>	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
2.	Please indicate the best timeframe that suits you to submit a completed application and supporting documents; <ul style="list-style-type: none"> <li>› July 2023 to September 2023</li> <li>› October 2023 to December 2023</li> <li>› January 2024 to March 2024</li> <li>› April 2024 to June 2024</li> </ul>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

**6. If there are any additional comments you would like to highlight to Kānoa, please include in the text box below (maximum 100 words):**

---

## **Appendix 1 – Terms and conditions of this EOI**

### **General**

The terms and conditions are non-negotiable and do not require a response. Each applicant that submits an Expression of Interest request for the Primary Producer Finance Scheme (“PPFS”) funding (each an “EOI”) has confirmed by submitting this EOI that these terms and conditions are accepted without reservation or variation.

The Primary Producer Finance Scheme is a government initiative which is administered by Kānoa – Regional Economic Development & Investment Unit (“Kānoa”), a unit within the Ministry of Business, Innovation and Employment. Any reference to Kānoa in these terms and conditions, is a reference to MBIE on behalf of the Crown.

### **Reliance by Kānoa**

Kānoa may rely upon all statements made by any applicant in an EOI and in correspondence or negotiations with Kānoa or its representatives.

Each applicant must ensure all information provided to Kānoa is accurate. Kānoa is under no obligation to check any EOI for errors, omissions, or inaccuracies. Each applicant will notify Kānoa promptly upon becoming aware of any errors, omissions, or inaccuracies in its EOI or in any additional information provided by the applicant.

### **Ownership and intellectual property**

Ownership of the intellectual property rights in an EOI does not pass to Kānoa. However, in submitting an EOI, each applicant grants Kānoa a non-exclusive, transferable, perpetual licence to use and disclose its EOI for the purpose of assessing and decision making related to the PPFS EOI and application process. Any hard copy EOI or documentation supplied by you to Kānoa may not be returned to you.

By submitting an EOI, each applicant warrants that the provision of that information to Kānoa, and the use of it by Kānoa for the evaluation of the EOI and for any resulting discussions, will not breach any third-party intellectual property rights.

### **Confidentiality**

Kānoa is bound by the Official Information Act 1982 (“OIA”), the Privacy Act 1993, parliamentary and constitutional convention and any other obligations imposed by law. While Kānoa intends to treat information in EOIs as confidential to ensure fairness for applicants during the assessment and decision-making process, the information can be requested by third parties and Kānoa must provide that information if required by law. If Kānoa receives an OIA request that relates to information in this EOI, where possible, Kānoa will consult with you and may ask you to confirm whether the information is considered by you to be confidential or still commercially sensitive, and if so, to explain why.

Kānoa may disclose any EOI and any related documents or information provided by the applicant, to any person who is directly involved in the PPFS assessment process on its behalf including officers, employees, consultants, contractors and professional advisors of Kānoa or of any government agency. The disclosed information will only be used for the purpose of participating in the PPFS EOI and assessment process, which may include carrying out due diligence.

In the interests of public transparency, if an EOI (or subsequent application) is approved for funding, the EOI (and any related documents) may be published by Kānoa. Commercially sensitive and personal information will be redacted by reference to the provisions of the Official Information Act 1982.

### **Limitation of Advice**

Any advice given by Kānoa, any other government agency, their officers, employees, advisers or other representatives about the content of your EOI does not commit decision makers.

### **No contractual obligations created**

No contract or other legal obligations arise between Kānoa and any applicant out of, or in relation to, the EOI and assessment process.

### **No process contract**

The PPFS EOI and assessment process does not legally oblige or otherwise commit Kānoa to proceed with that process or to assess any particular applicant’s EOI, or application, or enter into any negotiations or contractual arrangements with any applicant. For the avoidance of doubt, this EOI and assessment process does not give rise to a process contract.

**Costs and expenses**

Kānoa is not responsible for any costs or expenses incurred by you in the preparation of an EOI or subsequent application.

**Exclusion of liability**

Neither Kānoa or any other government agency, nor their officers, employees, advisers or other representatives will be liable (in contract or tort, including negligence, or otherwise) for any direct or indirect damage, expense, loss or cost (including legal costs) incurred or suffered by any applicant, its affiliates or other person in connection with this EOI and assessment process, including without limitation:

- a. the assessment process;
- b. the preparation of any EOI or application;
- c. any investigations of or by any applicant;
- d. concluding any contract;
- e. the acceptance or rejection of any EOI; or
- f. any information given or not given to any applicant(s).

By participating in this EOI and assessment process, each applicant waives any rights that it may have to make any claim against Kānoa. To the extent that legal relations between Kānoa and any applicant cannot be excluded as a matter of law, the liability of Kānoa is limited to \$1.

Nothing contained or implied in or arising out of the PPFS documentation or any other communications to any applicant shall be construed as legal, financial, or other advice of any kind.

**Inducements**

You must not directly or indirectly provide any form of inducement or reward to any officer, employee, advisor, or other representative of Kānoa or any other government agency in connection with this EOI and assessment process.

**Governing law and jurisdiction**

The PPFS EOI and assessment process will be construed according to, and governed by, New Zealand law and you agree to submit to the exclusive jurisdiction of New Zealand courts in any dispute concerning your EOI.

**Public statements**

Kānoa and any other government agency, or any relevant Minister, may make public in whole or in part this EOI form including the following information:

- › the name of the applicant(s)
- › a high-level description of the proposed activity
- › the total amount of funding and the period of time for which funding has been approved (if successful)
- › the region and/or sector to which the project relates

Kānoa asks applicants not to release any media statement or other information relating to the submission or approval of any EOI to any public medium without prior agreement of Kānoa.