

**ABN 26 875 445 912**

**Bendigo Health**

**Invitation for Expression of Interest**

**BH 128-19**

**For**

**The Bendigo Health Accelerator Program 2020**

**Issue** **Date**: 12 December 2019

**Closing Time:** 3:00 pm on 6 March 2020

**Place for lodgement**:<https://gust.com/programs/bendigo-health-accelerator-2020>

This Invitation for Expressions of Interest (EOI) document is made available to the recipient by Bendigo Health solely for the purpose of enabling the recipient to make application to Bendigo Health to join the 2020 Bendigo Health Accelerator Program (BHx) in accordance with the terms of the EOI (‘the authorised purpose”). The work is copyright and the information it contains is the confidential information (“the information”) of Bendigo Health. This EOI, and any information provided in connection with this EOI, may not be reproduced in any form nor its contents disclosed or communicated to any person other than employees of, or consultants to, the recipient, who need to have this information for the ‘authorised purpose’.

The EOI has been prepared with all due care and Bendigo Health, to the best of its knowledge, believes that the information provided in connection with this EOI is complete and accurate, but Bendigo Health does not warrant:

1. The accuracy or completeness of the EOI, or the information provided in connection with the EOI; or
2. That any estimate or forecast provided in connection with the EOI will be achieved, or that any statement of future matters will prove correct.

The recipient may rely on the information for the authorised purpose and for no other.

**Introduction**

**Invitation Part A – Conditions of the EOI Process**

**Invitation Part B – Overview of Requirements**

**Invitation Part C – Applicant’s Response**

**Introduction**

**1. The Opportunity**

Bendigo Health of 100 Barnard Street, Bendigo, ABN 26 875 445 912, a Public Health Service incorporated pursuant to the provisions of the Health Services Act 1988 as amended is seeking responses to this invitation for Expression of Interest (EOI) from health related Startup companies to join the 2020 Bendigo Health Accelerator Program (BHx).

**2. Objectives**

Bendigo Health is seeking to encourage health related startup companies to respond to this EOI for the BHx.

An overview of Bendigo Health’s requirements in relation to the BHx is set out in **Part B** of this Invitation (Overview of Requirements).

For the purpose of this EOI, a ‘startup’ company is defined as an entrepreneurial venture in its early stages of operations, typically aimed at resolving a real life issue with an innovative product or service in an Australian regional and rural healthcare related discipline or activity (Startup).

**3. BHx Background**

The BHx provides a platform to explore and validate healthcare related business opportunities by supporting a selected group of companies to work within an in-situ hospital co-working space, attend customised educational workshops, and access world-class clinicians. Successful Applicants will participate in a semi-structured curriculum covering intellectual property, licensing, product design, business models, law, finance, ethics, and research governance, sales, marketing and pitching. As a part of the program Bendigo Health will introduce participants in the BHx to the entrepreneurial and clinical ecosystems, increasing their network exponentially and increased their chance of success.

The program is run by Bendigo Health in collaboration with the Melbourne Health Accelerator (MHx) under the Victorian Health Network Accelerator (VHNx) Project, funded by LaunchVic. LaunchVic is a Victorian Government initiative started in 2016 designed to support the startup ecosystem in Victoria.

For more information please see our website: [www.bendigohealth.org.au/bendigohealthaccelerator](http://www.bendigohealth.org.au/bendigohealthaccelerator)

**Invitation Part A – Conditions of the EOI Process**

**Reference Schedule**

The information contained in this **Reference Schedule** must be read in conjunction with the remainder of **Part A** of this Invitation. For ease of reference, cross-references to relevant sections in **Part A** are noted in brackets next to the headings and sub-headings in this **Reference Schedule**.

Capitalised terms used in this Invitation have defined meanings which are explained in section 15 of this **Part A**. Capitalised terms defined elsewhere in this Invitation but not referred to in section 15 of **Part A** have the same meaning wherever used throughout this Invitation.

**Item 1:** Bendigo Health (Introduction and section 15)

**Item 2:** EOI reference number: BH 128-19

**Item 3:** Project Manager (sections 4 and 15)

|  |  |
| --- | --- |
| Name and title | David Ray, Director Procurement |
| Address for correspondence by post | PO Box 126, Bendigo, Victoria 3552. |
| Email Address | dray@bendigohealth.org.au |

**Item 4:** Indicative Timetable\*

|  |  |
| --- | --- |
| **Activity** | **Date** |
| Invitation issued | 12th March 2019 |
| End of period for questions or requests for information (section 4.2) | **3:00 pm Australian Eastern Daylight Saving Time** 3rd March 2020 |
| **Closing Time** (section 5.2) | **3:00 pm Australian Eastern Daylight Saving Time,** 6th March 2020 |
| Intended completion of evaluation of EOIs | 20th March 2020 |

\* Note: This timetable is provided to give Applicants an indication of the anticipated timing of the EOI Process. The timetable is indicative only and may be changed by Bendigo Health in accordance with the Conditions of the EOI Process set out in **Part A** of this Invitation.

**Item 5:** Compulsory inspection details

Not applicable.

**Item 6:** Additional materials (section 3.6)

Nil

**Item 7: Lodgement of EOIs (section 5.1)**

Lodgement via on line application only at: <https://gust.com/programs/bendigo-health-accelerator-2020>

**Item 8: Additional rules**

Lodgement of on-line application via <https://gust.com/programs/bendigo-health-accelerator-2020> ;

**And**

Applicants are also to provide a response to Section C of this EOI as part of their on-line application via <https://gust.com/programs/bendigo-health-accelerator-2020>

# Rules Governing this Invitation and the EOI Process

## Application of these rules

Participation in the EOI Process is subject to compliance with the rules contained in this **Part A**.

All persons (whether or not they submit an EOI) having obtained or received this Invitation may only use it, and the information contained in it, in compliance with the rules set out in this **Part A**.

All Applicants are deemed to accept the rules contained in this **Part A**.

The rules contained in this **Part A** of the Invitation apply to:

1. the Invitation and any other information given, received or made available in connection with the Invitation including any additional materials specified in **item 6** of the **Reference Schedule** and any revisions or addenda;
2. the EOI Process; and
3. any communications (including any Briefings, presentations, meetings or negotiations) relating to the Invitation or the EOI Process.

## Structure of Invitation

This Invitation consists of the following parts:

1. **Introduction** – contains an overview of the opportunity presented in, and the objectives of, this Invitation.
2. **Part A** – **Conditions of the EOI Process** sets out the rules applying to the Invitation documents and to the EOI Process. These rules are deemed to be accepted by all Applicants and by all persons having received or obtained the Invitation.
3. **Part B** – **Overview of Requirements** describes the Goods and/or Services, and relevant conditions, in respect of which Bendigo Health invites EOIs from interested persons.
4. **Part C** – **Applicant’s Response** specifies the information to be provided in an EOI and may also specify any information to be provided by Applicant by other means. **Part C** may include templates to be completed and included in an EOI.

## Invitation

* 1. **Status of Invitation**

This Invitation is not an offer. It is an invitation for persons to submit an EOI for the provision of the Goods and/or Services set out in the Overview of Requirements contained in **Part B** of this Invitation.

Nothing in this Invitation is to be construed as creating any binding contract for the supply of the Services (express or implied) between Bendigo Health and any Applicant until Bendigo Health and Applicant enter into a final, binding contract.

* 1. **Accuracy of Invitation**

While all due care has been taken in connection with the preparation of this Invitation, Bendigo Health does not warrant the accuracy of the content of the Invitation and Bendigo Health will not be liable for any omission from the Invitation.

* 1. **Additions and amendments to Invitation**

Bendigo Health reserves the right to change any information in, or to issue addenda to, this Invitation.

* 1. **Representations**

No representation made by or on behalf of Bendigo Health in relation to the Invitation (or its subject matter) will be binding on Bendigo Health unless that representation is expressly incorporated into any contract(s) ultimately entered into between Bendigo Health and Applicant.

* 1. **Licence to use and Intellectual Property Rights**

Persons obtaining or receiving this Invitation and any other documents issued in relation to the EOI Process may use the Invitation and such documents only for the purpose of preparing an EOI.

Such Intellectual Property Rights as may exist in the Invitation and any other documents provided to Applicants by or on behalf of Bendigo Health in connection with the EOI Process are owned by (and will remain the property of) Bendigo Health except to the extent expressly provided otherwise.

* 1. **Availability of additional materials**

Additional materials (if any) may be accessed in the manner set out in **item 6** of the **Reference Schedule**.

## Communications during the EOI Process

* 1. **Project Manager**

All communications relating to the Invitation and the EOI Process must be directed to the Project Manager via <https://gust.com/programs/bendigo-health-accelerator-2020>.

* 1. **Requests for clarification or further information**

Any questions or requests for further information or clarification of the Invitation (or any other document issued in connection with the EOI Process) must be submitted to the Project Manager in writing via <https://gust.com/programs/bendigo-health-accelerator-2020>.

Any communication by Applicant to Bendigo Health will be effective upon receipt by the Project Manager (provided such communication is in the required format).

Bendigo Health may restrict the period during which it will accept questions or requests for further information or for clarification and reserves the right not to respond to any question or request, irrespective of when such question or request is received.

Except where Bendigo Health is of the opinion that issues raised apply only to an individual Applicant, questions submitted and answers provided will be made available to all Applicants without identifying the person or organisation having submitted the question. In all other cases, Bendigo Health may deliver any written notification or response to Applicant by leaving or delivering it to the address of the Applicant (as notified to the Project Manager).

Applicant may, by notifying the Project Manager in writing, withdraw a question submitted in accordance with this **section 4.2** in circumstances where the Applicant does not wish Bendigo Health to publish its response to the question.

* 1. **Unauthorised communications**

Communications (including promotional or advertising activities) with staff of Bendigo Health or consultants assisting Bendigo Health with the EOI Process are not permitted during the EOI Process except as provided in **section 4.2** above, or otherwise with the prior written consent of the Project Manager. Nothing in this **section 4.3** is intended to prevent communications with staff of, or consultants to, Bendigo Health to the extent that such communications do not relate to this EOI or the EOI Process.

Applicants must not otherwise engage in any activities that may be perceived as, or that may have the effect of, improperly influencing the outcomes of the EOI Process in any way.

Unauthorised communications with such persons may, in the absolute discretion of Bendigo Health, lead to disqualification of Applicant.

* 1. **Improper assistance**

Applicants must not seek or obtain the assistance of employees, agents, contractors or service providers (with respect to the EOI) of Bendigo Health or the State in the preparation of their EOI except as expressly permitted by this Invitation. In addition to any other remedies available to it under law or contract, Bendigo Health may, in its absolute discretion, immediately disqualify Applicant that it believes has sought or obtained such assistance.

* 1. **Anti-competitive conduct**

Applicants and their respective officers, employees, agents and advisers must not engage in any collusion, anti-competitive conduct or any other similar conduct with any other Applicant or any other person in relation to the preparation, content or lodgement of their EOI. In addition to any other remedies available to it under law or contract, Bendigo Health may, in its absolute discretion, immediately disqualify Applicant that it believes has engaged in such collusive or anti-competitive conduct.

* 1. **Complaints about EOI Process**

Any complaint about the Invitation or the EOI Process must be submitted to the Project Manager in writing immediately upon the cause of the complaint arising or becoming known to the Applicant. The written complaint statement must set out:

1. the basis for the complaint (specifying the issues involved);
2. how the subject of the complaint (and the specific issues) affect the person or organisation making the complaint;
3. any relevant background information; and
4. the outcome desired by the person or organisation making the complaint.

## Submission of EOIs

* 1. **Lodgement**

EOIs must be lodged only by the means set out in **item 7** of the **Reference Schedule**.

Where the **Reference Schedule** requires or permits EOIs to be lodged via the Internet through the website nominated in **item 7** of the **Reference Schedule**, Applicants are deemed to accept the online user agreement applying to that website and must comply with the requirements set out in that website.

* 1. **Late EOIs**

EOIs must be lodged by the Closing Time. The Closing Time may be extended by Bendigo Health in its absolute discretion by providing written notice to Applicants.

EOIs lodged after the Closing Time or lodged at a location or in a manner that is contrary to that specified in this Invitation will be disqualified from the EOI Process and will be ineligible for consideration, except where the Applicant can clearly demonstrate (to the reasonable satisfaction of Bendigo Health) that late lodgement of the EOI:

1. resulted from the mishandling of the EOI by Bendigo Health; or
2. was hindered by a major incident and the integrity of the EOI Process will not be compromised by accepting an EOI after the Closing Time.

The determination of Bendigo Health as to the actual time that an EOI is lodged is final. Subject to paragraphs (a) and (b) above, all EOIs lodged after the Closing Time will be recorded by Bendigo Health, and will only be opened for the purposes of identifying a business name and address of the Applicant. Bendigo Health will inform Applicant whose EOI was lodged after the Closing Time of its ineligibility for consideration. All such EOIs will be returned at the conclusion of the EOI Process.

## EOI documents

* 1. **Format and contents**

Applicants must ensure that:

1. their EOI is presented in the required format as set out in **Part C** and in this document;
2. all the information fields in **Part C** are completed and contain the information requested.

**Bendigo Health may in its absolute discretion reject an EOI that does not include the information requested or is not in the format required.**

Unnecessarily elaborate responses or other presentations beyond what is sufficient to present a complete and effective proposal are not desired or required. Elaborate artwork and expensive visual and other presentation aids are not necessary.

Word limits where specified should be observed and Bendigo Health reserves the right to disregard any parts of the EOI exceeding the specified word limit.

Applicants should fully inform themselves in relation to all matters arising from the Invitation, including all matters regarding Bendigo Health’s requirements for the provision of the Services.

* 1. **Illegible content, alteration and erasures**

Incomplete EOIs may be disqualified or evaluated solely on the information contained in the EOI.

Bendigo Health may disregard any content in an EOI that is illegible and will be under no obligation whatsoever to seek clarification from the Applicant.

Bendigo Health may permit Applicant to correct an unintentional error in its EOI where that error becomes known or apparent after the Closing Time, but in no event will any correction be permitted if Bendigo Health reasonably considers that the correction would materially alter the substance of the Applicant’s EOI.

* 1. **Obligation to notify errors**

If, after an EOI has been submitted, the Applicant becomes aware of an error in the EOI (excluding clerical errors which would have no bearing on the evaluation of the EOI) the Applicant must promptly notify Bendigo Health of such error.

* 1. **Preparation of EOIs**

Bendigo Health will not be responsible for, nor pay for, any expense or loss that may be incurred by Applicants in the preparation of their EOI.

* 1. **Disclosure of EOI contents and EOI information**

EOIs will be treated as confidential by Bendigo Health. Bendigo Health will not disclose EOI contents and EOI information, except:

1. as required by law (including, for the avoidance of doubt, as required under the Freedom of Information Act 1982 (Vic));
2. for the purpose of investigations by the Australian Competition and Consumer Commission or other government authorities having relevant jurisdiction;
3. to external consultants and advisers of Bendigo Health engaged to assist with the EOI Process;
4. to other government departments or agencies in connection with the subject matter of the EOI Process; or
5. general information from Applicants required to be disclosed by government policy.
   1. **Use of EOI**

Upon submission in accordance with the requirements of section 5 of this **Part A** and **item 7** of the **Reference Schedule**, the physical elements of all EOIs become the property of Bendigo Health. However, Registrants will retain ownership of all intellectual property rights created in their EOI. The submission of an EOI does not transfer to Bendigo Health any ownership interest in the Registrant’s intellectual property rights, or give Bendigo Health any rights in relation to the Invitation, except as expressly set out in the Invitation.

Each Applicant, by submission of their EOI, is deemed to have licensed Bendigo Health to reproduce the whole, or any portion, of their EOI for the purposes of enabling Bendigo Health to evaluate the EOI.

* 1. **Withdrawal of EOI**

A Applicant who wishes to withdraw an EOI previously submitted by it must immediately notify Bendigo Health of that fact. Upon receipt of such notification, Bendigo Health will cease to consider that EOI.

* 1. **Status of EOI**

Each EOI constitutes a non-binding proposal by the Applicant to Bendigo Health to satisfy the requirements and Overview of Requirements (**Part B** of this Invitation).

The EOI is valid for ninety (90) days from the Closing Time of the Invitation for Expression of Interest at **Item 4** of this **Part A** Conditions of the EOI Process.

## Capacity to comply with Overview of Requirements

**Part B** of this Invitation gives an overview of Bendigo Health’s requirements with regard to the Services the subject of this Invitation. It will be assumed that each Applicant will be capable of attending the BHx program in full from 4 May – 31 July 2020. The location of this program will be Bendigo Health of 100 Barnard Street, Bendigo, Victoria, Australia 3550 and applicants are required to be physically located. Where Applicants believe they will not be capable of attending the BHx program in full or will only comply with the Overview of Requirements subject to conditions, they should either not apply or set out any potential limitations in the Applicant’s Response.

## Evaluation of EOI

* 1. **Clarification of EOI**

If, in the opinion of Bendigo Health, an EOI is unclear in any respect, Bendigo Health may, in its absolute discretion, seek clarification from the Applicant. Failure to supply clarification to the satisfaction of Bendigo Health may render the EOI liable to disqualification.

Bendigo Health is under no obligation to seek clarification of anything in an EOI and Bendigo Health reserves the right to disregard any clarification that Bendigo Health considers to be unsolicited or otherwise impermissible in accordance with the rules set out in this **Part A**.

## Next stage

* 1. **Options available to Bendigo Health**

After evaluation of all EOIs, Bendigo Health may, without limiting other options available to it, do any of the following:

1. prepare a shortlist of Applicants and invite presentations from those Applicants;
2. decide not to proceed further with the EOI process or any other procurement process for the Services; or
3. commence a new process for calling for EOI’s on a similar or different basis to that outlined in this Invitation.
   1. **No legally binding contract**

Being short listed does not give rise to a contract (express or implied) between the Applicant and Bendigo Health. No legal relationship will exist between Bendigo Health and Applicant relating to the supply of the Services unless and until such time as a binding contract is executed by them.

## Supplier Code of Conduct

* 1. The Victorian State Government's Supplier Code of Conduct is available at the Victorian Government Purchasing Board website: <http://www.procurement.vic.gov.au/Suppliers/Supplier-Code-of-Conduct>. Updates and amendments to the Code will also be made available at this website.
  2. The Applicant acknowledges that:

1. the Supplier Code of Conduct is an important part of the State’s approach to procurement and describes the State’s minimum expectations regarding the conduct of its suppliers;
2. the Applicant has read the Supplier Code of Conduct; and
3. the expectations set out in the Supplier Code of Conduct are not intended to reduce, alter or supersede any other obligations which may be imposed on the supplier, whether under this Agreement or at Law’.
   1. The appropriate handling of offers of gifts, benefits and hospitality is critical to earning and sustaining public trust. As such, Applicants are expected not to:
4. offer Bendigo Health personnel gifts or benefits, either directly or indirectly, and offers of hospitality will be limited to token offers of basic courtesy (such as tea and coffee during a meeting); or
5. take any action in order to entice Bendigo Health personnel or obtain any unfair or improper advantage.

## Additional rules

Any rules governing the Invitation or the EOI Process in addition to those set out in this **Part A**, are set out in **item 8** of the **Reference Schedule**.

## Applicant warranties

By submitting an EOI, Applicant warrants that:

1. in lodging its EOI it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of Bendigo Health, its officers, employees, agents or advisers other than any statement, warranty or representation expressly contained in the Invitation documents;
2. it did not use the improper assistance of Bendigo Health employees or information unlawfully obtained from Bendigo Health or elsewhere in compiling its EOI;
3. it has examined this Invitation, and any other documents referenced or referred to herein, and any other information made available in writing by Bendigo Health to Applicants for the purposes of submitting an EOI;
4. it has sought and examined all necessary information which is obtainable by making reasonable enquiries relevant to the risks and other circumstances affecting its EOI;
5. it has otherwise obtained all information and advice necessary for the preparation of its EOI;
6. it is responsible for all costs and expenses related to the preparation and lodgement of its EOI, any subsequent negotiation, and any future process connected with or relating to the EOI Process;
7. it otherwise accepts and will comply with the rules set out in this **Part A** of the Invitation;
8. it will provide additional information in a timely manner as requested by Bendigo Health to clarify any matters contained in the EOI; and
9. it is satisfied as to the correctness and sufficiency of its EOI.

## Bendigo Health’s rights

Notwithstanding anything else in this Invitation, and without limiting its rights at law or otherwise, Bendigo Health reserves the right, in its absolute discretion at any time, to:

1. vary or extend any time or date specified in this Invitation for all or any Applicants or other persons; or
2. terminate the participation of any Applicant or any other person in the EOI Process.

## Governing law

This Invitation and the EOI Process is governed by the laws applying in the State of Victoria.

Each Applicant must comply with all relevant laws in preparing and lodging its EOI and in taking part in the EOI Process.

## Interpretation

* 1. Definitions

In this EOI, unless a contrary intention is apparent:

**Bendigo Health** means the Bendigo Health (as specified in **item 1** of the **Reference Schedule**) responsible for the EOI Process.

**Briefing** means a meeting (the details of which are specified in **item 5** of the **Reference Schedule**) that may be held by or on behalf of Bendigo Health to provide information about the Invitation and the EOI Process.

**Closing Time** means the time specified as such in **item 4** of the **Reference Schedule** by which EOI must be received.

**EOI** means a document lodged by Applicant in response to this Invitation containing a proposal to provide Services.

**EOI Process** means the process commenced by the issuing of an Invitation for EOIs and concluding upon formal announcement by Bendigo Health of the selection of short listed Applicant(s) or upon the earlier termination of the process.

**Intellectual Property Rights** includes copyright and neighbouring rights, and all proprietary rights in relation to inventions (including patents) registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets and know how) and circuit layouts, and all other proprietary rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields.

**Invitation for EOIs or Invitation** means this document (comprising each of the parts identified in section 2 of this **Part A**) and any other documents so designated by Bendigo Health.

**Overview of Requirements** means the overview of Bendigo Health’s requirements contained in **Part B** (Overview of Requirements) of this Invitation.

**Project Manager** means the person so designated in **item 3** of the **Reference Schedule**.

**Reference Schedule** means the schedule so designated forming part of **Part A** of the Invitation.

**Applicant** means a person or organisation that submits an EOI.

**State** means the Crown in right of the State of Victoria.

* 1. **Instruction**

In this Invitation, unless expressly provided otherwise:

1. “includes” or “including” means includes or including without limitation;
2. “$” or “dollars” is a reference to the lawful currency of the Commonwealth of Australia; and
3. if a word or phrase is defined, its other grammatical forms have corresponding meanings.

**Invitation Part B – Overview of Requirements**

**Bendigo Health**

**BH 128-19**

**Invitation for Expression of Interest**

For

**The Bendigo Health Accelerator Program 2020**

**Overview of Requirements**

Bendigo Health of 100 Barnard Street, Bendigo, ABN 26 875 445 912, a Public Health Service incorporated pursuant to the provisions of the Health Services Act 1988 as amended is seeking responses to this Invitation for Expression of Interest (EOI) from health related Startup companies to join the 2020 Bendigo Health Accelerator Program (BHx).

1. Applicants must ensure that:
2. their EOI is presented in the required format as set out in **Part C** and in this document;
3. all the information fields in **Part C** are completed and contain the information requested.

**Bendigo Health may in its absolute discretion reject an EOI that does not include the information requested or is not in the format required.**

1. Specifications

The specifications for the BHx under the EOI are as follows:

2.1 Applicants are to carefully consider the following questions:

* 1. Do you have a disruptive idea or technology in a Startup company with the potential to improve patient outcomes or healthcare efficiencies, particularly in rural and regional communities?
  2. Do you see an opportunity for healthcare improvement but not know how to realise it?
  3. Do you want help in making your solution for health a reality?

If Applicants answer is yes to the above, we invite Applicants to apply for the 2020 Bendigo Health Accelerator (BHx) Program by submitting an on-line application at <https://gust.com/programs/bendigo-health-accelerator-2020> and by completing Section C of this EOI that is available on our website <https://www.bendigohealth.org.au/bendigohealthaccelerator/>.

2.2 The BHx provides a platform to explore and validate healthcare related business opportunities by supporting a selected group of companies to work within an in-situ hospital co-working space, attend customised educational workshops, and access world-class clinicians. Successful Applicants will participate in a semi-structured curriculum covering intellectual property, licensing, product design, business models, law, finance, ethics, and research governance, sales, marketing and pitching. As a part of the program Bendigo Health will introduce participants in the BHx to the entrepreneurial and clinical ecosystems, increasing their network exponentially and increased their chance of success.

The program is designed to help startups move to the next stage of their business cycle. The program provides knowledge and expertise in areas such as, but is not limited, Finance, Legal, R&D Tax Incentives, B2B Sales & Marketing, Intellectual Property, Licensing, Investors/Venture Capital, Product Design, and Branding.

The program does not change the ownership of any Intellectual Property (IP). The ownership of IP in the concept, product or idea remains 100% with the startup at the end of the program. The purpose of Bendigo Health participation in the accelerator is to facilitate the provision of training and advice, not to build new IP. If potential future collaborative work is identified during the program, it will be subject to a negotiated collaborative agreement after the accelerator has been completed.

The program is fully funded by LaunchVic and is provided at no cost to the successful applicants. Participants will be responsible for any associated costs in relation to attending the program in Bendigo such as, but not limited to, travel and accommodation. The BHx or Bendigo Health does not provide capital or any form of funding for participants.

2.3 BHx will accept up to 12 Startups into the 13-week accelerator program, running from 4 May - 31 July 2020. Startups accepted into the program will range from minimum viable product (MVP) development to companies that are post-seed and series A ready. One founder from each Startup will be required to commit to compulsory attendance of two to three days per week during this period. Applications will close on the 6 March 2020, with interviews to be held for short-listed candidates shortly after.

1. Screening Criteria

Bendigo Health may choose to accept or reject any application at its absolute discretion. The screening criteria to be applied by Bendigo Health to select the 12 Startups to participate in the BHx will include but is not limited to the following:

1. The responses lodged by the Respondent in their line application at: <https://gust.com/programs/bendigo-health-accelerator-2020>
2. The response to Section C of this EOI as lodged by the Respondent at <https://gust.com/programs/bendigo-health-accelerator-2020> .
3. Originality - Is the idea original? If not, is there potential for significant improvement over existing technologies?
4. Alignment with Bendigo Health - Does the solution align with research and/or clinical activities at Bendigo Health? Has the Respondent considered this?
5. BHx Value Add - Is participating in the BHx likely to add value to this Startup? Are the objectives outlined in the application realistic?
6. Team - Consider the experience, diversity, and capabilities of the Respondents team.
7. Business Model - Does the Respondent’s response clearly describe (1) the Startups unique value proposition (the business concept), (2) how the Startup uses its sustainable competitive advantage to perform better than its rivals over time (strategy), and (3) how the Startup can make money now and in the future (revenue model)?
8. Product - Does the Applicant’s response clearly describe what they are selling, or plan to sell, to customers?
9. Market - Does the Applicant’s response clearly describe who they are targeting and how big the market is?
10. Team - Does the Applicant’s response clearly outline and describe their key team members?
11. Any other factors deemed relevant by Bendigo Health.
12. Shortlisting Process

Bendigo Health may choose to accept or reject any application at its absolute discretion. The shortlisting process to be applied by Bendigo Health to select the 12 Startups to participate in the BHx will include but is not limited to the following:

1. A short virtual or face-to-face interview conducted by the BHx selection panel;
2. A short formal presentation maybe required and this will be determined during the final selection process;
3. A business referencing process.

**Invitation Part C – Applicant’s Response**

**EOI document**

Applicants must complete the on-line application at:

<https://gust.com/programs/bendigo-health-accelerator-2020>

**And**

Applicants are also to provide a response to this Section C via <https://gust.com/programs/bendigo-health-accelerator-2020> in accordance with the following:

1. Information to be included in email message containing the Quotation: Bendigo Health Accelerator Program EOI BH 0128-19.
2. Applicants must provide one complete copy in editable Microsoft Office 2010 or later format of their Applicant’s Response to this Section C of the EOI.
3. All responses must be provided within the required fields and specified boxes and must respond to Applicants Response (**Part C**) in accordance with the Conditions of the EOI Process (**Part A**).
4. Do not alter the format of this EOI document.
5. Do not include graphics or data in the specified boxes. Where necessary, any graphics or data should be placed at the end of the documents and referred to in the response.
6. All documents must be virus checked before lodgement.
7. Files for email attachments are not to collectively exceed 20MB in size.
8. File names for email attachments are not to exceed 45 characters in length.

**Invitation for Expression of Interest**

**BH 128-19**

**Bendigo Health Accelerator Program 2020**

By signing below I confirm acceptance of the provisions contained in the Conditions of the EOI Process.

|  |  |
| --- | --- |
| **Applicant’s Information** | |
| **Applicant’s Legal Entity:** | Click here to enter text. |
| **Applicant’s Business Name (if any):** | Click here to enter text. |
| **Applicant’s Trading Name (if any):** | Click here to enter text. |
| **Address of Registered Office:** | Click here to enter text. |
| **Australian Company Number (if any):** | Click here to enter text. |
| **Australian Business Number (if any):** | Click here to enter text. |
| **Principal office in Australia (if any):** | Click here to enter text. |
| **Postal Address:** | Click here to enter text. |
| **Telephone:** | Click here to enter text. |
| **Email:** | Click here to enter text. |
| **Name and title of Applicant’s authorised agent:** | Click here to enter text. |
| **Signature of Applicant’s authorised agent:** | Click here to enter text. |
| **Date:** | Click here to enter text. |

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| 1. **Commercial** | | |
| If the answer to any of the following questions is yes, provide an explanation. | | |
| (a) Are there any significant events, matters or circumstances which have arisen since the end of the last financial year which may significantly affect the operations of the Applicant? | Choose an item. | Click here to enter text. |
| (b) Are there any mergers/acquisitions either recent (within the past 12 months) or which are imminent? | Choose an item. | Click here to enter text. |
| (c) Are there any proceedings, either actual or threatened, against the Applicant, its parent or associated entities or any director of the Applicant, its parent or associated entities or have there been any such proceedings within the past five years? If so, what (if any) remedial action has been taken in respect of such proceedings? | Choose an item. | Click here to enter text. |
| (d) Are there any bankruptcy actions against a director of the Applicant, its parent or associated entities, or has there been within the past five years? | Choose an item. | Click here to enter text. |
| (e) Are there any de-registration actions against the Applicant, its parent or associated entities on foot, or have there been any within the past five years? | Choose an item. | Click here to enter text. |
| (f) Are there any insolvency proceedings, actual or threatened (including voluntary administration, application to wind up, or other like action) against the Applicant, its parent or associated entities on foot, or have there been any within the past five years? | Choose an item. | Click here to enter text. |
| (g) Is the Applicant, its parent or associated entities currently in default of any agreement, contract, order or award that would or would be likely to adversely affect the financial capacity of the Applicant to provide the Services contemplated by this Invitation? | Choose an item. | Click here to enter text. |
| (h) Are there any other factors which could adversely impact on the financial ability of the Applicant to successfully perform the obligations contemplated by this Invitation? | Choose an item. | Click here to enter text. |
| (i) Is the Applicant **insolvent and unable to meet its debts** as and when they fall due in the normal course of business? | Choose an item. | Click here to enter text. |
| In addition to the information required above, Applicants are required to undertake to provide to Bendigo Health (or its nominated agent) upon request all such information as Bendigo Health reasonably requires.  **Response required:** Noted and confirmed. | | |
| Choose an item. | | |

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| 1. **Conflict of interest** | |
| Provide details of any actual, potential or perceived conflicts of interest which are, or may become relevant to an EOI lodged by you. These may comprise of interests, relationships, clients as well as gifts, benefits and hospitality to Bendigo Health employees. | Click here to enter text. |
| Outline the processes you have in place to prevent or if necessary, manage any future actual, potential or perceived conflict of interest which may arise. | Click here to enter text. |

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| 1. **Any other matters** | |
| Detail any matters which have not been covered in previous sections, and you believe need to be taken into consideration when your EOI is evaluated. | Click here to enter text. |