

PROGRAMME PROSPECTUS INTERNETNZ

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"FOCUS ON HEALTH" - THE CHALLENGE OVERVIEW

"Focus on Health - A New Zealand Innovation Challenge" (The Challenge) is a leading edge programme designed to bring together local and international experts from the healthcare, technology and investment sectors. The Challenge is designed to stimulate commercialisation, collaboration and innovation among entities in the New Zealand health sector, academia, and among health technology vendors and individuals interested in developing health solutions. It also provides a vehicle for identifying and promoting New Zealand innovation with commercial potential in the global health market.

The Challenge is composed of two rounds which will take place over 18 months (2008-2010). During the first round participants will submit their health innovation ideas in the form of a business plan, with the option of attending business plan development workshops. The top 20 semi-finalists will then present their idea to the judges, having gone through an optional "pitch" training process.

Ten finalists will be chosen to enter round two of The Challenge and will be provided with seed money, mentors, and business development support for six months to allow them to develop their idea into a prototype/product. Three grand-prize winners will be selected from the ten finalists. All ten finalists will participate in a United States road show at the end of round two where they will be introduced to potential buyers, investors and partners.

Participants will be able to submit any type of health innovation as long as it is novel and has not been commercialized. Participants in The Challenge are encouraged but not required, to participate in one of the following categories:

- Chronic disease management
- The aging population
- Health delivery transformation
- Health & Wellness
- Underserved populations

NZTE and The Challenge partners would like to invite InternetNZ to be the key "Industry Support Organisation" to support the successful outcome for the programme. We believe this programme presents an exceptional opportunity for a non-profit organisation such as InternetNZ who wish to promote thought leadership through technology exposure with mediums such as the internet.

One of the key benefits to InternetNZ will be the ability to tap into a non-conventional pool of organisations throughout the challenge that will help highlight current opportunities of the Internet as a medium to deliver efficient healthcare through innovation. This will assist InternetNZ in framing various scenarios as well as a validation to existing research that is used to rally support from government and the industry on ongoing investment in areas of opportunity.





BENEFITS OF SUPPORTING THE PROGRAMME

The Challenge will provide InternetNZ with an outstanding opportunity to position the organisation as a thought leader that supports innovation in the healthcare and technology sector in New Zealand. As a sponsor, InternetNZ will also be granted on-going access to a community that is bound to drive ongoing growth of internet innovation locally and abroad.

PROGRAMME INVOLVEMENT

InternetNZ is recognized as an organisation that cares about the advent of technology Utilisation leveraging the internet. As an Industry Support Organization, InternetNZ can have a seat on the advisory council,

Additionally, InternetNZ will have the opportunity to be involved as a presenter to promote the effective use of the internet, especially relating to areas such as "Connected Health" and "Telemedicine" at Challenge events such as:

- Networking events
- Workshops
- Gala Awards functions in New Zealand and United States

The InternetNZ logo will also be pertinently displayed on:

- Website
- Executive summaries
- Event collateral

ACCESS TO GROUND BREAKING HEALTH INNOVATION

Throughout The Challenge sponsors will have access to participants during networking events and one-on-one discussions and will receive a contact database at the completion of the challenge. As the industry support organisation you will also be exposed to exciting and novel health innovations as they move through the various stages of development. InternetNZ can use this opportunity to promote efficiencies of technology and the internet as a medium of business enablement within the healthcare sector and superior healthcare access for the public.





BENEFITS OF SPONSORSHIP CONTD

ADVOCACY ROLE

IDC and NZTE would like to work together with InternetNZ as to how to best maximize your organisations objectives and strategies to these communities. As InternetNZ will have no commercial interest in The Challenge network, the promotion and assistance of InternetNZ as an organisation will be to provide the appropriate level of advocacy and alignment around the use of the internet

IDC will stage invitation only events and workshops at which sponsors can capitalise on exposure by engaging with industry leaders, participants and other thought leaders within the health sector.

These events include:

- New Zealand Health Innovation Summit
- New Zealand workshops
- United States & New Zealand awards events (optional for InternetNZ)
- United States road show. (optional for InternetNZ)

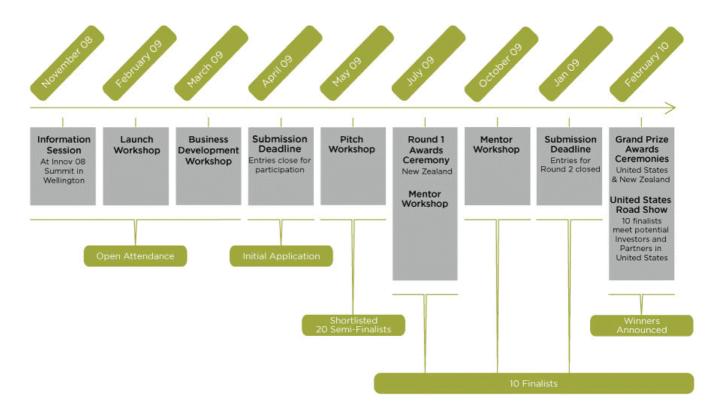
The US events and road shows have been included as an optional value add for InternetNZ. Involvement in these events may provide InternetNZ the opportunity to promote New Zealand aligning itself as a nation that is leading the charge in the areas of the use and protection of the internet.





PROGRAMME EVENTS CALENDAR

The diagram below outlines an abbreviated timeline of the proposed activities of The Challenge. Should you wish to have access to a detailed overview, please feel free to get in contact with any of the IDC programme managers.



Source: Focus on Health- A New Zealand Innovation Challenge, Timeline for 2008-2010





THE CHALLENGE NETWORK

The Challenge consists of a vastly experienced network of companies, individuals and organisations, all of whom contribute to the delivery of The Challenge. Sponsors will, throughout various stages of The Challenge, have access to this network including:

PARTICIPANTS

The Challenge will comprise New Zealand early stage and established healthcare companies, New Zealand-based not-for-profit organizations and individuals who are New Zealand citizens or permanent residents.

MENTORS

The mentors are experienced healthcare industry and business professionals who will assist the participants throughout the competition process. The mentor's role is to assist the participants with developing the business plan and prototype / product development and advising the participants on how to present their proposal to the judges and sponsors in the most effective manner.

JUDGES

Judges are selected from a pool of experienced healthcare industry and business professionals. They will assess and score the participating entries and eventually choose the winners.

EVENT AUDIENCE

The audience for the events associated with The Challenge will provide the sponsor company with a broad spectrum of contacts that will be applicable to your business. This will range from technology decision makers such as CXO's, senior IT managers and technology and healthcare specialists, to investment firms and a varied group of organisations and individuals including clinicians, decision makers and influencers from the health sector, universities and research institutes, all of whom play a pivotal role in healthcare innovation. The Challenge network will provide InternetNZ with invaluable exposure to this community.





THE CHALLENGE NETWORK CONTD

NEW ZEALAND TRADE & ENTERPRISE (NZTE)

NZTE is the architect and key stakeholder of The Challenge.

NZTE is the government's trade and economic development agency formed to stimulate and grow the international competitiveness, profitability and capability of New Zealand businesses. For more information refer to www.nzte.govt.nz

Through direct intervention with associated government bodies and agencies, NZTE will encourage, promote and bring to market the successful participants.

IDC

IDC has been tasked by NZTE to advise and assist with the structure/operation of The Challenge through its wholly owned subsidiary, Health Industry Insights. IDC's main responsibilities will include the development of The Challenge framework, enlisting suitable sponsorship, marketing, event management and facilitating workshops and identifying and recruiting suitable mentors and judges as well as managing the awards ceremonies in New Zealand and the United States.

STEERING COMMITTEE

The Challenge Steering Committee has been formed by appointing suitably qualified supervisors from NZTE and IDC. The Steering Committee's main duties are to supervise the smooth running of The Challenge, enforce the policies and procedures which govern the competition and act as an escalation and conflict resolution mechanism.

ADVISORY COUNCIL

The Advisory Council is an independent body charged with providing guidance to the Steering Committee.

PARTNERSHIP ORGANISATIONS

Partnership organisations are not for profit or industry organisations key to the success of The Challenge as they are the conduits to the health industry and act as The Challenge evangelists.





ASSOCIATION SPONSORSHIP AND BENEFITS

The following is a list of benefits proposed for InternetNZ as the "Industry Support Organisation":

BENEFIT TYPE	ASSOCIATION SPONSOR
Framing of challenge scenarios	In cooperation with the Advisory Council, InternetNZ will have the opportunity to frame possible scenarios of current shortcomings in the Healthcare sector as identified by InternetNZ with the option to integrate this into the challenge.
InternetNZ branding on Knowledge Share Pieces	IDC and HII will produce knowledge pieces throughout the challenge which will be framed around IDC and HII content that is pertinent to the challenge. The InternetNZ logo will be included as part of these documents.
Inclusion of the InternetNZ logo in all web collateral and print collateral where appropriate	150 words (depending on medium)
The ability to promote the InternetNZ messaging and objectives of the Internet as an open tool for business growth	A speaking slot at each Challenge Event
Ability to provide a mentor	InternetNZ has the opportunity to provide a mentor for The Challenge to assist the participants through various stages of The Challenge. The mentor needs to be approved by the steering committee.
Attendance to all challenge events	InternetNZ will have 2 access passes to all events relating to The Challenge.
Corporate invitations to all award ceremonies	InternetNZ has the ability to invite guests to the awards events
SUPPORT INVESTMENT FROM InternetNZ	NZ\$ 200,000





AGREEMENT FOR SPONSORSHIP

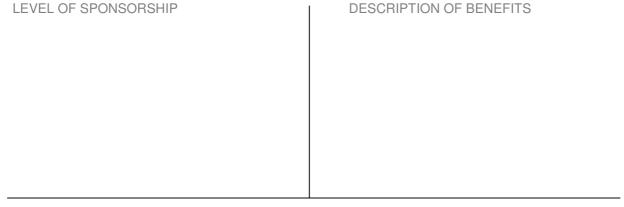
AGREE	EMENT dated the	day of		2008	
PARTI	ΞS				
INTERI	NET NEW ZEALAND (THE SP	ONSOR):			
and					
	ZEALAND TRADE AND ENT d Trade and Enterprise Act 200		tity established under	section 7 of the New	
INTRO	ODUCTION				
a.	NZTE is the organiser of "Focus on Health – A New Zealand Innovation Challenge" (the Event) which is outlined in the above proposal.				
b. c.	The Sponsor intends to provide financial assistance to the Event as a sponsor. The parties have reached agreement on the terms set out in this Agreement.				
It is agr	reed that:				
1.	 The Sponsor will be one of the sponsors of the Event. NZTE reserves the right to obtain other sponsors for the Event, who will be entitled to advertise at the Event on terms agreed to by NZTE. 				
2.	The Sponsor will pay to NZTE the following amounts at the dates set out below. Payment will be made by cheque or direct deposit to NZTE's nominated bank account.				
LEVEL	OF SPONSORSHIP		AMOUNT		





AGREEMENT FOR SPONSORSHIP CONTD

3. Provided payment is made as described in 2 above, NZTE will provide the following benefits to the Sponsor as consideration:



The benefits recorded above constitute NZTE's entire obligation to the Sponsor. NZTE gives no warranties about the success, attendance or business opportunities available to the Sponsor at the Event.

- 4. The Sponsor agrees that:
 - a) It will not use any NZTE logo or the Event logo without NZTE'S written permission for each use.
 - b) It will not claim any endorsement of its products or services by NZTE.
 - c) It will obtain NZTE's prior written approval of any communication with or statement, instruction or brief given or provided to any other media outlet relating to the Event or your participation as a sponsor.
 - d) It will comply with NZTE's proper directions in respect of its participation in the Event (if any).
 - e) It cannot enter the competition as a participant to compete in The Challenge.
 - f) It cannot participate as a Judge in The Challenge
- 5. NZTE may:
 - Without charge, use the Sponsor's name, trademark (s) and/or logo (s) to promote NZTE and the Event provided NZTE seek the Sponsor's consent (not to be unreasonably withheld). Unless the Sponsor notifies NZTE otherwise, such consent will be deemed to have been given within 3 days of notification of an intention to use such name, trademark or logo. The Sponsor will notify NZTE of its current name, trademarks or logo for that purpose.
 - b) Add to or change the Event program as it sees fit.





AGREEMENT FOR SPONSORSHIP CONTD

- 6. If NZTE cancels the Event
 - a) NZTE will not be liable for any expenses incurred by the Sponsor in connection with participating in the Event, including the costs of travel to the Event, preparing material for the Event, or the supply of goods and services.
 - b) Where possible, NZTE will return any sponsorship amounts received from the Sponsor that NZTE determine have not been applied for the Event up to the date of cancellation.
- 7. Assignment: Neither party may must not directly or indirectly assign, transfer or sub-license any of its rights, obligations or interests under this Agreement (including through change in control) without the prior written consent of the other.
- 8. Disputes: The parties agree to settle any dispute in a fair, objective and friendly spirit by discussion. If a party believes that there is a dispute in respect of this Agreement, it will first notify the other party in writing giving details of the nature of the dispute. If the parties cannot resolve the dispute within 20 Working Days, any party may require that the dispute be submitted to mediator appointed by the parties (or If the appointment cannot be agreed within 10 Working Days, a mediator to be appointed by the President of the New Zealand Law Society, or the President's nominee.)
- 9. Waiver: No delay or failure to act is a waiver. No waiver is effective unless it is in writing. A waiver of a breach is not a waiver of any other breach.
- 10. Relationship between the parties: Nothing in this Agreement creates or evidences any partnership, joint venture, agency or employer/employee relationship between the parties.
- 11. Confidentiality: The parties hereby acknowledge that the information contained in this Agreement shall remain confidential to the parties and their respective legal advisers and the obligations in respect of this clause continue until the Agreement is terminated or the parties agree that the information is no longer confidential. The parties a knowledge that the information contained in this Agreement and any other information held by the parties in relation to this Agreement may be deemed to be official information as that term is defined under the Official Information Act 1982 and such information may be released to the public on request unless there is a good reason, in terms of that Act, to withhold the information".
- 12. Governing Law: This Agreement shall be governed by and interpreted according to the laws of New Zealand. Each party irrevocably submits itself to the jurisdiction of the Courts of New Zealand over any proceedings arising out of or relating to this Agreement.
- 13. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all prior agreements and understandings between the parties with respect to the matters covered by this Agreement.





AGREEMENT FOR SPONSORSHIP CONTD

14. Counterparts: This Agreement may be executed in any number of counterparts (including facsimile copies) and provided each party has executed a counterpart, the counterparts together shall constitute a binding and enforceable agreement between the parties. A copy of the Agreement which has been signed by one party and sent to the other party by facsimile or any similar means of communication will satisfy the requirements of this clause.

EXECUTION

ON BEHALF OF INTERNETNZ:	ON BEHALF OF NZTE
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:

