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## AUKUS Maritime Innovation Challenge 2025– Terms and Conditions for Stage 1

1. This Challenge is an invitation to treat and, to the extent permitted by law, no binding contract (including a process contract) or other understanding (including any form of contractual, quasi-contractual or restitutionary rights, or rights based upon similar legal or equitable grounds) will exist, unless and until any contract is signed with a successful respondent.
2. The AUKUS partners will not be responsible for any costs or expenses incurred by any respondent in preparation or lodgement of a submission or taking part in the Challenge process.
3. The AUKUS partners may amend the Challenge by giving timely written notice of an amendment.
4. Without limiting its rights under the Challenge, at law or otherwise, the AUKUS nations may suspend, defer or terminate this Challenge at any time prior to the execution of a formal written contract.
5. Respondents are responsible for:
  - a. examining the Challenge documentation, any documents referenced in or attached to the Challenge and any other information made available by the AUKUS nations to respondents in connection with the Challenge;
  - b. obtaining and examining all further information which is obtainable by the making of reasonable inquiries relevant to the risks, contingencies, and other circumstances having an effect on their submissions; and
  - c. satisfying themselves that their submission (including rough order of magnitude cost) is accurate, complete and not misleading.
6. Respondents are solely responsible for informing themselves of the export control status of the proposed solution to the Challenge Statement, and for ensuring their compliance with all applicable government export controls.
7. No classified content may be included in submissions.
8. Submissions in response to Stage 1 of this Challenge remain open for acceptance from the date of launch until 12:00/midday on 28 April 2025 (local time) (Submission Period). The AUKUS nations may, at their own discretion, extend the Submission Period.
9. The Respondent grants to the AUKUS nations the right to use submissions to Stage 1 in confidence:
  - a. for the evaluation of the submission;
  - b. for the preparation and negotiation of any resultant contract;



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- c. if required by law or government responsibilities, or for public accountability reasons;
  - d. for the purpose of defending any claim or proceeding in relation to this Challenge or any resultant contract or
  - e. for any other purpose as contemplated by the Challenge.
10. Respondents will be notified whether they have been successful or unsuccessful.
11. The AUKUS nations have no liability to pay the Respondent, or any other person, and are not liable to the Respondent for any compensation or any other contractual, quasi contractual or restitutionary grounds whatsoever as a consequence of any matter or thing relating to, or incidental to the Respondents participation in the Challenge.
12. Notwithstanding any contrary term of this document, the AUKUS partners reserve the right to not select any submissions in Stage 1 and to not proceed with Stage 2 if no submissions are successful in the evaluation process.