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Professional Endorsement



**Australian
Institute of
Architects**

This competition has been endorsed by the Australian Institute of Landscape Architects and the Australian Institute of Architects.

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COMPETITION CONDITIONS

STAGE ONE COMPETITION CONDITIONS FOR THE NATIONAL GALLERY OF AUSTRALIA SCULPTURE GARDEN DESIGN COMPETITION

Key details regarding Stage One

A summary of the key details for Stage One is below.

ITEM	DETAILS
SUBMISSION DEADLINES	
Soft Copy Submission Closing Time	4:00pm AEST on Wednesday 29 May 2024
Hard Copy Submission Closing Time	4:00pm AEST on Wednesday 29 May 2024
QUESTIONS REGARDING THE COMPETITION	
Contact Officer	sculpturegarden@nga.gov.au
Deadline for Submission of Entrant's Questions	4:00pm AEST on Friday 26 April 2024.
KEY SUBMISSION REQUIREMENTS	
General	<p>Entrants must lodge both Hard Copy Submissions and Soft Copy Submissions.</p> <p>Both Hard Copy Submissions and Soft Copy Submissions must be written in English and use Australian metric units of measurement.</p> <p>Entrants must not include their name/s, or use identifying images, symbols (e.g. business logos) or other marks within their Submissions (other than in the Submission Forms) that would allow the Jury to identify the Entrant.</p>
Hard Copy Submission Requirements	<p>Hard Copy Submissions must include:</p> <ul style="list-style-type: none">• Minimum three (3) X A1 and maximum four (4) X A1 presentation boards (refer Part 7.1 of the Stage One Brief for suggested composition of presentation boards), with the Entrant's Submission ID on each board.<ul style="list-style-type: none">• Each board must be mounted on lightweight foam core (or similar lightweight material) to resist bending. Framed boards will not be accepted.• Drawing diagram of the viewing arrangement of the submitted presentation boards for Jury consideration. <p>The Hard Copy Submission must only include material that is the same as the Soft Copy submission.</p>
Hard Copy Submission Address	<p>Hard Copy Submissions must be delivered to the following address by the Hard Copy Submission Closing Time:</p> <p><i>c/o National Gallery of Australia 30 Parkes Place East Parkes ACT 2600 Marked Confidential and attention: Cherie McNair</i></p>

ITEM	DETAILS
Soft Copy Submission Requirements	<p>Soft Copy Submissions must include:</p> <ul style="list-style-type: none"> • PDF format image of each A1 presentation board <ul style="list-style-type: none"> • Images should be at 300 dpi • Maximum file size is 12MB per file/image • Image of each A1 presentation board for web use • Soft copy of the drawing diagram • Fully completed Submission Forms (see Schedule 1)
Soft Copy Submission Upload	<p>Soft Copy Submissions must be uploaded into the Competition Portal at https://nga.awardsplatform.com by the Soft Copy Submission Closing Time</p>
ELIGIBILITY REQUIREMENTS	
Eligibility Requirements	<p>Entrant eligibility requirements</p> <p>The Entrant must be a single legal entity that exists at the Soft Copy Closing Time.</p> <p>Team Member requirements</p> <p>Entrants' Team Members must include:</p> <ul style="list-style-type: none"> • an Australian First Nations participant; • a landscape architect registered in Australia or eligible for registration in Australia; • an artist; • a botanist or horticulturist; and • an architect registered in Australia or eligible for registration in Australia. <p>Refer to Part 4.2 of the Stage One Brief for more detail about these roles.</p> <p>Entrants must also nominate:</p> <ul style="list-style-type: none"> • a Team Member as the team leader and primary contact for the Competition; and • a Quantity Surveyor they propose to use if they are selected to proceed to Stage Two. <p>A single Team Member may meet more than one of the eligibility requirements.</p>
People ineligible to be Entrants or Team Members	<p>The following people are ineligible to be Entrants or Team Members:</p> <ul style="list-style-type: none"> • Members of the Jury • The National Gallery (and its Council and Foundation) • Members of the Brief Development Panel • Professional Adviser to the National Gallery • Probity Adviser to the National Gallery • Family members or employees of any of the above except where the National Gallery, in consultation with the Probity Adviser and Professional Adviser, considers and documents that the Entrant has declared the relationship and substantiated, in writing, that the circumstances of the relationship does not give that Entrant any actual or potential advantage over other Entrants.

1. Introduction

1.1 The Competition

1.1.1 The National Gallery of Australia (**National Gallery**) is conducting a design competition to select and procure a design and design team for the Sculpture Garden at the National Gallery of Australia (**Competition**). The National Gallery intends to conduct the Competition as a two-stage procurement process:

- a. **Stage One:** An open (anonymous) design competition where Entrants have the opportunity to submit their conceptual designs for the Sculpture Garden for consideration by the independent Jury. Jury members have been appointed for their expertise, qualifications or professional design experience and diversity. Names and identities of Entrants will not be provided to the Jury. A delegate within the National Gallery may shortlist up to six Entrants to progress to Stage Two having regard to recommendations made by the Jury and in accordance with these Stage One Competition Conditions and applicable National Gallery legal and policy requirements (such as the Commonwealth Procurement Rules).
- b. **Stage Two:** A limited design competition where the National Gallery intends to invite shortlisted Entrants from Stage One to participate. Invited Entrants will be provided with the Stage Two Competition Conditions and invited to further develop their conceptual designs for consideration by the Jury. It is also intended that Stage Two Entrants will be required to demonstrate their capacity and capability to undertake design services in accordance with the National Gallery's contract terms. A delegate within the National Gallery may select a winning Entrant (if any) based on recommendations made by the Jury and in accordance with the Stage Two Competition Conditions and applicable Commonwealth legal and policy requirements (such as the Commonwealth Procurement Rules).

1.1.2 The National Gallery intends to enter into a contract with the winning Entrant selected as part of Stage Two (if any) for services in relation to design of the Sculpture Garden, which may include the following scope:

- a. Design development and production of associated documentation up to 100% 'for construction' design documentation.
- b. Assistance to the National Gallery in the obtaining of statutory and other approvals.
- c. Assistance to the National Gallery in selection of a construction contractor.
- d. Provision of contract management services in respect of any construction contractor.

- e. Provision of quality assurance services to the National Gallery during the execution of the works.

The scope of services remains subject to further consideration by the National Gallery. The National Gallery will provide the full scope of services to Entrants selected to progress to Stage Two.

1.1.3 The National Gallery intends to provide a draft contract based on the Australian Standards 4122-2010 General Conditions of Contract for provision of the Services to Entrants selected to progress to Stage Two. Any contract will be tailored to address the National Gallery's requirements as a Corporate Commonwealth entity.

1.1.4 Any contract between the winning Entrant and the National Gallery will be subject to contract negotiation and final decision by the National Gallery's financial delegate. The National Gallery reserves the right to negotiate with other Entrants if a contract is not entered into with the winning Entrant. If a contract is not entered into with the winning Entrant, this will not affect the winning Entrant's entitlement to the prize money.

1.1.5 The National Gallery intends to separately procure a construction contractor to execute the works and the National Gallery will retain control over the build and any changes to the final design during the construction phase. Execution of construction works remains subject to funding prior to the National Gallery entering into any contracts for such work.

1.1.6 A failure by an Entrant invited to participate in Stage Two to submit a response in accordance with the Stage Two Competition Conditions may result in the Entrant being excluded from the Stage Two Competition or not being invited to participate in any subsequent procurement process.

1.2 Contribution and Prize Money

1.2.1 Entrants who are invited to participate in Stage Two and submit a response in accordance with the Stage Two Competition Conditions will be paid a contribution towards the costs of participation in the competition as described in Part 7.4 of the Stage One Brief. Payment of the contribution will be subject to the Stage Two Competition Conditions, and the shortlisted Entrants entering into a deed with the National Gallery.

1.2.2 The winning Entrant (if any) from Stage Two will be paid an additional prize as described in Part 7.4 of the Stage One Brief. The prize money is independent from the contract price in any resultant contract entered into as a result of the Competition, and if a contract is not entered into with the winning Entrant, this will not affect the winning Entrant's entitlement to the prize money. Payment of the additional prize will be subject to the Stage Two Competition Conditions.

1.3 About the National Gallery of Australia

- 1.3.1 The National Gallery is a body corporate established by the *National Gallery Act 1975* (Cth). The National Gallery is one of Australia's leading visual arts institutions. The National Gallery is based in Canberra and is a vital part of the Australian cultural landscape. The National Gallery's purpose is to collect, preserve, promote and share the national collection of art. The vision of the National Gallery is to be the international reference point for art in Australia, inspiring all people to explore, experience and learn. Values include boldness, respect, excellence and integrity.
- 1.3.2 The National Gallery is a Corporate Commonwealth entity, and operates under the *Public Governance, Performance and Accountability Act 2013* (Cth) and legislative instruments made under that Act including the *Commonwealth Procurement Rules*. As a Corporate Commonwealth entity, the National Gallery is subject to Commonwealth legislation including the *Privacy Act 1988*, *Freedom of Information Act 1982*, *Ombudsman Act 1976*, *Auditor-General Act 1997* and *Archives Act 1983*.

1.4 Government Procurement (Judicial Review) Act 2018 (Cth)

- 1.4.1 Entrants are advised that the Competition is a covered procurement for the purposes of the *Commonwealth Procurement Rules* and the *Government Procurement (Judicial Review) Act 2018* (Cth). Information on public interest certificates, including any issued after the release of these Stage One Competition Conditions, is available at <https://www.nga.gov.au/>.

1.5 Key terms

- 1.5.1 The following table sets out the details of some key terms used in these Stage One Competition Conditions and the Stage One Competition Brief:

AEST	Australian Eastern Standard Time
Client	the National Gallery
Competition	has the meaning given in paragraph 1.1.1
Commonwealth	the Commonwealth of Australia
Contact Officer	sculpturegarden@nga.gov.au The Principal Project Manager – Capital Works National Gallery of Australia
Deadline for Submission of Entrant's Questions	4:00pm Canberra time on Friday 26 April 2024
Entrant	any entity which submits a Submission or, where the context requires, is proposing to submit a Submission

Eligibility Requirements	the eligibility requirements for Stage One set out in Part 4.2 of the Stage One Brief, which are also summarised in the 'Key details regarding Stage One' section above
Hard Copy Submission	has the meaning given in paragraph 3.1.1
Hard Copy Lodgement Address	c/o National Gallery of Australia 30 Parkes Place East Parkes ACT 2600 Marked Confidential and attention: Cherie McNair
Hard Copy Submission Closing Time	4:00pm AEST on Wednesday 29 May 2024
Jury	the jury for the Competition described in Part 1.4 of the Stage One Brief
The National Gallery	the National Gallery of Australia (ABN 27 855 975 449)
Pavilion	the proposed pavilion building to be located in the Sculpture Garden, as described in the Stage One Brief
Probity Adviser	the probity adviser for the Competition, identified in Part 10 of the Stage One Brief
Professional Adviser	the professional adviser for the Competition, identified in Part 10 of the Stage One Brief
Quantity Surveyor	means a quantity surveyor nominated by an Entrant in its Submission
Sculpture Garden	the existing sculpture garden located at the National Gallery of Australia in Canberra, as described in the Stage One Brief
Services	the services which the National Gallery is seeking to procure through the Competition, the current scope of which is described in paragraph 1.1.2
Soft Copy Submission	has the meaning given in paragraph 3.1.1
Soft Copy Submission Closing Time	4pm AEST on Wednesday 29 May 2024
Sponsor	the Client
Stage One	Stage One of the Competition, as described in paragraph 1.1.1
Stage One Brief	the National Sculpture Garden and landscape setting design competition Stage One brief, available through AusTender
Stage Two	Stage Two of the Competition, as described in paragraph 1.1.1
Stage Two Brief	means a brief for Stage Two, which the National Gallery will issue to Entrants invited to participate in Stage Two as described in paragraph 1.1.1
Stage Two Competition Conditions	means terms and conditions applying to Stage Two, which the National Gallery will issue to Entrants invited to participate in Stage Two as described in paragraph 1.1.1

Submission	any Submission submitted in response to Stage One of the Competition
Submission Portal	the submission portal for Stage One of the Competition at https://nga.awardsplatform.com
Submission Requirements	the submission requirements for Stage One set out in Part 7.1 of the Stage One Brief, which are also summarised in the 'Key details regarding Stage One' section above
Team Leader	the Team Member identified as the team leader in an Entrant's Submission
Team Member	personnel identified as team members in an Entrant's Submission
Technical Adviser	means any technical adviser to the National Gallery, which will be detailed in the Stage Two Brief

AusTender Help Desk
Telephone: 1300 651 698

International: +61 2 6215 1558
Email: tenders@finance.gov.au

- 2.2.3 The AusTender Help Desk is available between 9am and 5pm ACT local time, Monday to Friday (excluding ACT and national public holidays).

2.3 Submission Portal

- 2.3.1 Entrants agree to comply with any terms and conditions which are applicable to their use of the Submission Portal.

2.4 Industry briefing

- 2.4.1 The National Gallery will not be conducting an industry briefing for Stage One of the Competition.

3. Lodging Submissions to Stage One

3.1 Submissions for Stage One

- 3.1.1 For Stage One, Entrants are required to lodge certain documents forming part of their Submission in hard copy (**Hard Copy Submission**), and are required to lodge certain documents forming part of their Submission electronically (**Soft Copy Submission**), as specified in Part 7 of the Stage One Brief.
- 3.1.2 Full details regarding Submissions for Stage One (including Eligibility Requirements and Submission Requirements) are set out in the Stage One Brief.

3.2 Stage One Closing Time

- 3.2.1 For Stage One:
- Hard Copy Submissions must be lodged at the Hard Copy Lodgement Address before the Hard Copy Submission Closing Time; and
 - Soft Copy Submissions must be lodged in the Submission Portal before the Soft Copy Submission Closing Time.
- 3.2.2 It is the responsibility of each Entrant to ensure that the Hard Copy Submission and Soft Copy Submission comprising their Submission are lodged in accordance with paragraph 3.2.1.
- 3.2.3 The judgement of the National Gallery as to the time a Hard Copy Document or Soft Copy Submission has been lodged will be final.

3.3 Stage One Late Submissions

- 3.3.1 Any Hard Copy Submission or Soft Copy Submission will be deemed to be late if it is not lodged in accordance with paragraph 3.2.1.
- 3.3.2 Subject to paragraph 3.3.3, the National Gallery will not admit an Entrant with a late Hard Copy Submission or Soft Copy Submission to evaluation.
- 3.3.3 The National Gallery will admit to evaluation any

1.6 Inconsistency

- 1.6.1 These Stage One Competition Conditions take precedence over the Stage One Brief to the extent of any inconsistency.

1.7 Governing law

- 1.7.1 These Stage One Competition Conditions are to be construed in accordance with, and any matter related to them and the Competition is to be governed by, the law of the Australian Capital Territory. The courts of that Territory have non-exclusive jurisdiction to decide any matter related to these Stage One Competition Conditions and the Competition.

2. Obtaining Competition documentation

2.1 Stage One Documentation available on AusTender

- 2.1.1 These Stage One Competition Conditions and the Stage One Brief are available on the AusTender website at <https://www.tenders.gov.au>. Entrants should regularly check the AusTender website for any updates or addenda to the Competition Conditions and the Stage One Brief.

2.2 AusTender, the Australian Government Tender system

- 2.2.1 AusTender is the Australian Government's procurement information system. Access to and use of AusTender is subject to terms and conditions. In participating in this Competition, Entrants must comply with those terms and conditions and any applicable instructions, processes, procedures and recommendations as advised on AusTender at <https://www.tenders.gov.au/infolinks/termsofus>.
- 2.2.2 All queries and requests for technical or operational support should be directed to:

Hard Copy Submission or Soft Copy Submission that was received late solely due to mishandling by the National Gallery. For the avoidance of doubt, 'mishandling by the National Gallery' does not include:

- a. mishandling by a courier or mail service provider engaged by an Entrant to deliver the Hard Copy Submission; or
- b. a circumstance where a Soft Copy Submission is lodged late due to problems arising from Entrants' infrastructure and/or internet connectivity.

3.4 Indicative submission requirements for Stage Two

- 3.4.1 Indicative submission requirements for Stage Two are included in the Stage One Brief. For the avoidance of doubt, these are indicative only, and the National Gallery reserves the right to revise these requirements.
- 3.4.2 Final submission requirements for Stage Two will be provided to Entrants participating in Stage Two.

4. Additional information and variations to the Competition

4.1 Requests for additional information

- 4.1.1 Requests for further information in relation to Stage One must be directed in writing to the Contact Officer by the Deadline for Submission of Entrants' Questions.
- 4.1.2 Subject to paragraph 7.3, the only point of contact for all matters relating to these Stage One Competition Conditions and the Competition is the Contact Officer.
- 4.1.3 The Contact Officer will determine what, if any, response should be given to an Entrant question. The Contact Officer may circulate Entrant questions and the Contact Officer response to those questions to all other Entrants without disclosing the source of the questions or revealing any confidential information of an Entrant. Entrants should identify in their question what, if any, information in the question the Entrant consider is confidential. Inappropriate identification of information as confidential will be considered by the Contact Officer when determining what, if any, response will be given.
- 4.1.4 If an Entrant believes it has found a discrepancy, error, ambiguity, inconsistency or omission in these Stage One Competition Conditions, the Stage One Brief, or any other information given or made available by the National Gallery, the Entrant should promptly notify the Contact Officer setting out the error in sufficient detail so that the National Gallery may take the corrective action, if any, it considers appropriate.

4.2 Variation of Competition

- 4.2.1 The National Gallery may amend the Competition (including these Stage One Competition Conditions) or vary or suspend the Competition

at any time, including but not limited to the timeframes and dates set out in these Stage One Competition Conditions or the Stage One Brief.

- 4.2.2 If the National Gallery does so prior to the Closing Time, the National Gallery will issue a formal addendum to the Competition Conditions or the Stage One Brief via AusTender (see <https://www.tenders.gov.au>).

4.3 Termination of the Competition

- 4.3.1 The National Gallery may terminate the Competition at any time if the National Gallery determines that it is otherwise in the public interest to do so.

4.4 Errors & alterations

- 4.4.1 Entrants should ensure that any errors or alterations made to a Submission are clearly identified and, where appropriate, initialled. Any alteration or erasure made to a Submission that is not clearly identified may result in the Submission being excluded from consideration.
- 4.4.2 If the National Gallery considers that there are unintentional errors of form in a Submission, the National Gallery may request the Entrant to correct or clarify the error, but will not permit any material alteration or addition to the Submission.

5. Information management

5.1 The National Gallery's confidential information

- 5.1.1 Entrants must not, and must ensure that their employees, agents or subcontractors do not, either directly or indirectly record, divulge or communicate to any person:
 - a. any confidential information concerning the affairs of the National Gallery, the Commonwealth or a third party acquired or obtained in the course of the Competition, or preparing a Submission; or
 - b. any documents, data or information provided by the National Gallery and which the National Gallery indicates to Entrants is confidential, or which Entrants know or ought reasonably to know is confidential.
- 5.1.2 The National Gallery may require that all written information (whether confidential or otherwise and without regard to the type of media on which such information was provided to Entrants) provided to Entrants (and all copies of such information made by Entrants) be:
 - a. returned to the National Gallery - in which case Entrants will be required to promptly return all such information to the address identified by the National Gallery; or
 - b. destroyed by Entrants - in which case Entrants will be required to promptly destroy all such information and provide the National Gallery with written certification that the information has been destroyed.
- 5.1.3 The National Gallery may exclude from further

consideration any Submission lodged by an Entrant who has engaged in any behaviour contrary to paragraph 5.1.

of any resultant contract, and in accordance with paragraph 5.4.

5.2 Entrants' confidential information

- 5.2.1 Subject to paragraphs 5.2.2, 5.2.3 and 5.4, the National Gallery will treat as confidential all Submissions submitted by Entrants in connection with this Competition.
- 5.2.2 The National Gallery will not be taken to have breached any obligation to keep information provided by Entrants confidential to the extent that the information:
- is disclosed to the Jury;
 - is disclosed by the National Gallery to its advisers, officers, employees or subcontractors solely in order to conduct the Competition or to prepare and manage any resultant contract;
 - is disclosed to the National Gallery's internal management personnel, solely to enable effective management or auditing of the Competition;
 - is disclosed by the National Gallery to the responsible Minister;
 - is disclosed by the National Gallery in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia;
 - is shared by the National Gallery within the National Gallery's organisation, or with another Commonwealth agency, where this serves the Commonwealth's legitimate interests;
 - is authorised or required by law to be disclosed; or
 - is in the public domain otherwise than due to a breach of the relevant obligations of confidentiality.

Entrants should also refer to paragraphs 6.3.1.b to d.

- 5.2.3 Further information on the Commonwealth's confidentiality policy is available at <https://www.finance.gov.au/government/procurement/buying-australian-government/confidentiality-throughout-procurement-cycle>.

5.3 Use of Submissions

- 5.3.1 All Submissions become the property of the National Gallery upon submission.
- 5.3.2 Notwithstanding paragraph 5.3.1 and without prejudice to anything agreed in any subsequent contract, ownership of intellectual property in the information contained in a Submission remains unchanged.
- 5.3.3 However, the National Gallery may use any material contained in a Submission, or otherwise provided by an Entrant, for the purposes of the Competition, for the preparation and management

5.4 Exhibition of Submissions from shortlisted Entrants and winning Entrant

- 5.4.1 The National Gallery may, at its sole discretion, publish and exhibit, or arrange a third party to publish and exhibit:
- designs contained in, or statements or announcements using information contained in, Submissions which are submitted by Entrants that are invited to participate in Stage Two; and
 - designs contained in, or statements or announcements using information contained in, responses to Stage Two (including designs submitted by the winning Entrant (if any)).
- 5.4.2 The National Gallery will use best endeavours to ensure that publication and exhibition of the designs will be appropriately attributed to the Entrants and Team Members.

6. Policy and law

6.1 Ethical dealing

- 6.1.1 The Commonwealth's policy is to promote the ethical use of Commonwealth resources and to engage in ethical behaviour throughout its procurement processes. The Commonwealth requires the same standards from those with whom it deals.
- 6.1.2 Submissions must be compiled without improper assistance of current or former officers, employees, contractors or agents of the National Gallery and without the use of information improperly obtained or in breach of an obligation of confidentiality (including any obligation referred to in this paragraph 6.1).
- 6.1.3 To ensure Entrants are treated equally and have the same opportunity to participate in the Competition, Entrants must:
- comply with these Stage One Competition Conditions and the Stage One Brief, and promptly inform the National Gallery of any contravention or suspected contravention of the same;
 - respect the moral rights and intellectual property rights of others in the development of their Submission; and
 - in respect of Stage One Submissions:
 - not publicly identify themselves until the National Gallery has announced the outcome of Stage One; and
 - ensure their submission ID is the only identifier on all their Submission documents intended for provision to the Jury (see Part 7.1.3 of the Stage One Brief).
- 6.1.4 Entrants must not:
- attempt to influence, lobby, or seek assistance from the National Gallery, its

officers, employees, contractors, advisers or the Jury, including to seek preferential treatment, access to information or advice that is not available to other Entrants;

- b. infringe the intellectual property rights or moral rights of other individuals or entities;
- c. bring into disrepute or compromise the integrity of the Competition, including for the National Gallery, the Jury, and any other Entrant or associated party;
- d. engage in misleading or deceptive conduct in relation to their Submissions or the Competition;
- e. engage in any collusive or anti-competitive conduct, or any other unlawful or unethical conduct with any other Entrant, or any other person in connection with the preparation of their Submissions or the Competition;
- f. violate any applicable laws or Commonwealth policies regarding the offering of inducements in connection with the Competition;
- g. engage in, or procure or encourage others to engage in, activity that would result in a breach of the Lobbying Code of Conduct and APSC Circular 2008/4 Requirements relating to the Lobbying Code of Conduct and post separation contact with Government; or
- h. otherwise act in an unethical or improper manner or contrary to any law.

6.1.5 The National Gallery may exclude from consideration any Submission lodged by an Entrant that has engaged in any behaviour contrary to this paragraph 6.1. In addition, the National Gallery may refer the matter to relevant Commonwealth, State or Territory authorities. This right is in addition to any other remedies the National Gallery may have under law or in any resultant contract with a winning Entrant (if any).

6.2 Conflicts of interest

- 6.2.1 A conflict of interest means any matter, relationship, circumstance, interest, or activity affecting an Entrant (including the officers, employees, agents and subcontractors of the Entrant) which may or may appear to give an Entrant an unfair advantage over other Entrants or which otherwise affect the equitable treatment of Entrants or the fairness of the Competition.
- 6.2.2 An actual, potential or perceived conflict of interest may exist if:
- a. Entrants or any of their personnel have a relationship (whether professional, commercial or personal) with the National Gallery's officers, employees, contractors, advisers or the Jury involved in the Competition, including evaluation of Submissions; or
 - b. Entrants have a relationship with, and obligations to, an organisation which would affect the equitable treatment of Entrants

or the fairness of the Competition or would bring disrepute to or embarrass the National Gallery.

- 6.2.3 If at any time prior to progressing through the Competition, including prior to entering into any contract in connection with the Competition, an actual, potential or perceived conflict of interest concerning itself or a related entity arises or may arise for any Entrant, that Entrant should immediately notify the Contact Officer.
- 6.2.4 If an actual, potential or perceived conflict of interest arises, the National Gallery may:
- a. exclude the relevant Submission from further consideration;
 - b. enter into discussions with the Entrant to seek to resolve the conflict of interest; or
 - c. impose conditions on the Entrant for the management of the actual, potential or perceived conflict of interest;
 - d. take any other action it considers appropriate.
- 6.2.5 If an Entrant is unwilling or unable to enter in to discussions under clause 6.2.4.b or comply with the conditions imposed under clause 6.2.4.c, or otherwise resolve the conflict of interest in a manner satisfactory to the National Gallery, the National Gallery may then exclude the Submission from further consideration.

6.3 Application of law and Commonwealth policy

- 6.3.1 Entrants are considered to have familiarised themselves with all relevant Commonwealth legislation and policies relating to the Competition, Commonwealth procurement, and the provision of the Services including:
- a. Division 137.1 of the *Criminal Code* which makes it a serious offence to knowingly provide false or misleading information to a Commonwealth entity;
 - b. the *Freedom of Information Act 1982* (Cth) which requires Australian Government departments and agencies to provide access to certain documents in their possession;
 - c. the *Auditor-General Act 1997* (Cth) which allows the Auditor-General to conduct a review or examination, at any time, of any aspect of the operations of Australian Government agencies;
 - d. the *Ombudsman Act 1976* (Cth) which authorises the Ombudsman to investigate the administrative actions of Australian Government departments and agencies and to investigate the actions of certain Australian Government contractors;
 - e. the *Privacy Act 1988* (Cth) which aims to ensure that contractors and their subcontractors do not engage in an act or practice that would breach an Australian Privacy Principle under the *Privacy Act* (Cth) if done by the Commonwealth. The *Privacy*

Act (Cth) also imposes obligations directly on contractors and subcontractors;

- f. the *Government Procurement (Judicial Review) Act 2018* (Cth) which provides a formal complaints mechanism that applies to some procurements;
- g. the *Work Health and Safety Act 2011* (Cth) which requires a person conducting a business or undertaking to ensure the health and safety of all workers; and
- h. the *Public Interest Disclosure Act 2013* (Cth) which aims to promote the integrity and accountability of the Commonwealth public sector.

6.3.2 The National Gallery will not enter into a contract with Entrants:

- a. that have been named in Parliament as not complying with the *Workplace Gender Equality Act 2012* (Cth);
- b. who are subject to a judicial decision against them relating to employee entitlements, not including decisions under appeal, and have not paid the claim; or
- c. who are listed as a designated entity by the Minister for Foreign Affairs by notice in the Gazette under s 15 of the *Charter of the United Nations Act 1945* (Cth) or who intend to engage subcontractors who are listed as a designated entity by the Minister for Foreign Affairs by notice in the Gazette under s 15 of the *Charter of the United Nations Act 1945* (Cth). A consolidated list of such persons, entities and associated assets is maintained by the Department of Foreign Affairs and Trade under the *Charter of the United Nations (Dealing with Assets) Regulations 2008* and can be found at <https://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx>.

Note: For a fact sheet on Commonwealth legislation that may apply to Australian Government contractors see <http://www.ags.gov.au/publications/fact-sheets/index.html>

6.4 Workplace Gender Equality

- 6.4.1 Commonwealth policy prevents the National Gallery from entering into contracts with potential suppliers who are non-compliant under the *Workplace Gender Equality Act 2012* (Cth) (the WGE Act). In performing any contract, the successful Entrant will be required to:
 - a. comply with its obligations, if any, under the WGE Act; and
 - b. if the term of the contract exceeds 18 months, provide a current letter of compliance within 18 months from the commencement date of the contract and following this, annually to the National Gallery.
- 6.4.2 Entrants should note that, if they are the successful Entrant, and during the term of the contract they become non-compliant with the

WGE Act, they must notify the National Gallery. For further information about coverage of the WGE Act, contact WGEA on (02) 9432 7000.

- 6.4.3 Entrants must indicate in the Entrant's Deed (see Attachment 2: Entrant's Deed in Schedule 1), whether or not they are a 'relevant employer' under the WGE Act and, if applicable, provide a current letter of compliance as part of their Submission, or if selected as the preferred or successful Entrants, upon request from the National Gallery and prior to entering into any contract.

7. Matters concerning Submissions

7.1 Entrants to inform themselves

- 7.1.1 Information provided to Entrants in the Stage One Brief or otherwise in connection with the Competition concerning current or past requirements, volumes, location, environment or other relevant matters has been prepared from information available to the National Gallery and may not have been independently verified. Such information may be based on projections from information on available historical information which may not be accurate and may assume trends or events or other matters that may not be valid or eventuate as and when expected or at all. In addition, the National Gallery does not guarantee that this information will remain true at any future point in time.
- 7.1.2 The National Gallery has no liability to any Entrant should any information or material provided with respect to the Competition or the Services be inaccurate or incomplete or if actual volumes, locations, environments or other relevant matters vary from the National Gallery's current expectations.
- 7.1.3 Entrants are considered to have:
 - a. examined these Stage One Competition Conditions and the Stage One Brief, including any variations or addenda to those documents, any documents referenced in those documents and any other information made available by the National Gallery to Entrants for the purpose of submitting Submissions;
 - b. examined 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;
 - c. satisfied themselves as to the correctness and sufficiency of their Submissions; and
 - d. examined the AusTender Terms of Use which are obtainable on the AusTender website (<https://www.tenders.gov.au>).
- 7.1.4 In preparing their Submissions, Entrants must not rely on:
 - a. any representation, letter, document or arrangement, whether oral or in writing, or other conduct as adding to or amending

the Competition other than amendments in accordance with paragraph 4.2.1; or

- b. any warranty or representation made by or on behalf of the National Gallery, except as are expressly provided for in these Stage One Competition Conditions.

7.1.5 The National Gallery will not be responsible for any costs or expenses incurred by Entrants in complying with the requirements of these Stage One Competition Conditions or preparing Submissions.

7.2 Disclaimer

7.2.1 The Competition is not to be taken to be or relied upon as an offer capable of acceptance by any person or as creating any form of contractual (including a process contract), quasi contractual, restitutionary or promissory estoppel rights, or rights based on similar legal or equitable grounds, whether implied or otherwise.

7.2.2 The National Gallery is not liable to any Entrant on the basis of any contract or other understanding (including any form of contractual, quasi contractual, restitutionary or promissory estoppel rights, implied obligations or rights based on similar legal or equitable grounds) whatsoever, or in negligence, as a consequence of any matter relating or incidental to the Competition, the procurement of any or all of the Services or an Entrant's participation in the Competition, including instances where:

- a. an Entrant is not invited to participate in any subsequent process as part of or following completion of Stage One or Stage Two;
- b. the National Gallery varies the Competition;
- c. the National Gallery elects to enter into a contract for all or any of the Services with any party, whether or not that party was an Entrant in the Competition;
- d. the National Gallery decides to terminate the Competition or not to contract for all or any of the Services; or
- e. the National Gallery exercises or fails to exercise any of its other rights under or in relation to the Competition.

7.3 Complaints

7.3.1 Any complaints arising out of the Competition or the procurement, including those made under the *Government Procurement (Judicial Review) Act 2018* (Cth) should be directed to the Contact Officer.

7.3.2 More information on making complaints is available at <https://nga.gov.au/about-us/feedback/>.

8. General matters

8.1 Entrants must be a single legal entity prior to submitting Stage One Submission

8.1.1 Without limiting the National Gallery's rights, the

National Gallery intends to enter into a contract with a single legal entity following Stage Two of the Competition that will be the party responsible for the performance of the Services under any resultant contract.

8.1.2 Any Submission to Stage One must be submitted by a single legal entity that exists at the Soft Copy Submission Closing Time, and which proposes to contract with the National Gallery for the Services if selected as the winning Entrant.

8.2 Joint or part Submissions

8.2.1 The National Gallery will not consider joint Submissions to Stage One.

8.2.2 Subject to paragraph 8.3, the National Gallery will not consider Submissions to Stage One which meet only part of the requirements specified in the Stage One Brief.

8.3 Alternative Submissions

8.3.1 The National Gallery may consider a Submission to Stage One that does not fully conform with the requirements in the Stage One Brief (**Alternative Submission**) if:

- a. the Entrant also lodges a Submission that conforms with the requirements in the Stage One Brief; and
- b. the Alternative Submission:
 - i) proposes a solution that achieves the objectives specified in the Stage One Brief, including any identified essential requirements;
 - ii) separately identifies in detail the proposed alternative approach and solution;
 - iii) clearly specifies each instance of change; and
 - iv) clearly states the reasons for each instance of change and how the change is more beneficial to the National Gallery than the approach required by the Stage One Brief.

8.3.2 Failure to provide the information requested in paragraph 8.3.1 may result in the National Gallery not considering the Alternative Submission.

8.4 Multiple Submissions

8.4.1 Entrants may submit multiple Submissions to Stage One. If an Entrant submits multiple Submissions to Stage One, they may have different Team Members for each Submission, provided that the Entrant satisfies the Eligibility Requirements separately for each Submission.

8.4.2 Each Submission by an Entrant will have its own Submission ID and will be treated and evaluated separately from each other.

8.5 Team Members participating in multiple Submissions

8.5.1 Entrants may submit Submissions to Stage One which nominate Team Members that are also participating in other Submissions.

- 8.5.2 If an Entrant submits a Submission which nominates a Team Member that is also participating in a Submission submitted by a third party, the Entrant must ensure that the third party has knowingly consented to the Team Member participating in both Submissions. The Entrant must promptly provide a copy of this consent to the National Gallery upon request.

9. Evaluation of Submissions

9.1 Stage One evaluation process

- 9.1.1 Following the Closing Time, Submissions to Stage One will be screened for compliance with Eligibility Requirements and Submission Requirements. Subject to paragraph 4.4.2, the National Gallery will exclude a Submission to Stage One from further consideration if the National Gallery considers that:
- the Entrant who submitted the Submission does not meet an Eligibility Requirement; or
 - the Submission does not comply with a Submission Requirement.
- 9.1.2 Submissions which pass initial screening will be evaluated by the Jury to identify those Submissions that are most likely to deliver best value for money on the basis of the following evaluation criteria:
- The extent to which the Submission demonstrates an appreciation of the National Gallery vision – the National Gallery’s vision is described in Part 2.1 of the Stage One Brief.
 - The extent to which the Submission delivers on the design aspirations – the design aspirations are described in Part 5.1 of the Stage One Brief.
 - The extent to which the Submission interprets the spatial considerations – the spatial considerations are described in Part 6.1 of the Stage One Brief.
- 9.1.3 Names and identities of Entrants and Team Members will not be provided to the Jury until after Submissions have been evaluated.
- 9.1.4 The National Gallery may shortlist up to six Entrants to progress to Stage Two based on recommendations made by the Jury and in accordance with applicable Commonwealth legal and policy requirements (such as the *Commonwealth Procurement Rules*) and these Stage One Competition Conditions. Value for money is a comprehensive assessment involving a comparative analysis of the relevant financial and non-financial costs and benefits of the Submission, including an assessment of risk.

9.2 Stage Two evaluation process

- 9.2.1 Submissions to Stage Two will be evaluated to identify which Submission represents best value for money on the basis of a set of evaluation criteria, and taking into account relevant Commonwealth policy and these Stage One Competition Conditions. Value for money

is a comprehensive assessment involving a comparative analysis of the relevant financial and non-financial costs and benefits of the Submission, including an assessment of risk.

- 9.2.2 Given the scope of the Services is complex and yet to be finalised, the evaluation criteria and evaluation process for Stage Two is yet to be finalised, but will likely include an assessment of matters such as:

- the quality of designs included in the Entrant’s Submission, and the extent to which those designs meet the National Gallery’s requirements and vision;
- approach/methodology in delivering the services;
- past experience and performance for similar services;
- management capability and key personnel;
- pricing information; and
- financial viability.

Only the criterion in paragraph a would be assessed by the Jury. The criteria in paragraphs b to f would not be assessed by the Jury, but would be taken into account by the National Gallery in its overall value for money assessment.

- 9.2.3 Final evaluation criteria for Stage Two will be provided to Entrants selected to progress to Stage Two.

- 9.2.4 The Stage Two Jury will consist of the same members as for Stage One.

9.3 General provisions regarding evaluation process

- 9.3.1 In conducting evaluations, the National Gallery may take into account information provided by an Entrant in response to one evaluation criterion in its evaluation of another evaluation criterion.
- 9.3.2 If any additional evaluation criteria are intended to be applied in evaluating Submissions, the National Gallery will notify Entrants who will be given an opportunity to respond.
- 9.3.3 The National Gallery may at any time exclude a Submission from consideration if the National Gallery considers that the Submission is incomplete or clearly not competitive. However, the National Gallery may consider such Submission and seek clarification in accordance with paragraph 9.5.

9.4 Security, probity and other checks

- 9.4.1 The National Gallery may perform such security, probity and financial investigations and procedures as the National Gallery may determine are necessary in relation to Entrants, their employees, officers, partners, associates, subcontractors or related entities and their officers, employees and subcontractors.
- 9.4.2 Entrants should promptly provide the National Gallery with such information or documentation

that the National Gallery requires in order to undertake such investigations on request. The National Gallery may exclude a Submission from further consideration if the Entrant does not promptly provide all reasonable assistance to the National Gallery in this regard, or based on the outcomes of the investigations or procedures.

- 9.4.3 The National Gallery may make independent enquiries about any matters that may be relevant to the evaluation of a Submission.

9.5 Clarification, short-listing and negotiations

- 9.5.1 The National Gallery may:
- a. use any relevant information obtained in relation to a Submission (provided in the Submission itself, otherwise through this Competition or by independent inquiry) in the evaluation of Submissions;
 - b. seek clarification or additional information from any Entrant for the purposes of Submission evaluation;
 - c. shortlist one or more Entrants and seek further information from them;
 - d. enter into negotiations or discussions with one or more Entrants; or
 - e. discontinue negotiations or discussions with an Entrant, whether or not the Entrant has been notified that it is a preferred or winning Entrant (if any).
- 9.5.2 The National Gallery is not under any obligation to take into account additional information provided by an Entrant in response to a request.

10. Other Matters

10.1 Public Statements

- 10.1.1 Except with the prior written approval of the National Gallery, Entrants must not make a statement, issue any document or material or provide any other information for publication in any media, concerning Submission evaluation, the acceptance of any Submission, commencement of negotiations, creation of a shortlist, or notification that an Entrant is the winning Entrant.
- 10.1.2 The National Gallery may exclude a Submission from further consideration if the Entrant does not comply with this requirement.

10.2 Additional Rights of the National Gallery

- 10.2.1 Without limiting other rights contained in these Stage One Competition Conditions, the National Gallery may do any or all of the following at any time:
- a. seek amended Submissions or call for new Submissions;
 - b. forward any clarification about this Competition to all known Entrants on a nonattributable basis and without disclosing any confidential information of an Entrant;
 - c. allow or not allow another legal entity to take

over a Submission in substitution for the original Entrant, including where an event occurs that has the effect of substantially altering the composition or control of the Entrant or the business of the Entrant; and

- d. negotiate with one or more persons who have not provided Submissions or enter into a contract or other binding relationship for similar services to the Services outside the Competition.

- 10.2.2 Disclosure to Entrants of any information concerning this Competition is at the complete discretion of the National Gallery unless expressly provided otherwise in these Stage One Competition Conditions.

10.3 Debriefing

- 10.3.1 Entrants will be notified whether they have been shortlisted and may request a debriefing following the conclusion of Stage One. Entrants requiring a debriefing should contact the Contact Officer.
- 10.3.2 Entrants will be debriefed against the evaluation criteria set out in the Stage One Brief. An Entrant will not be provided with information concerning other Submissions, except for publicly available information such as the name of the shortlisted Entrants. No comparisons with other Submissions will be made.

Attachment 1: Entrant's Details Form

Entrants **must** complete a copy this form and submit it electronically to the Submission Portal with their Submission in accordance with the requirements set out in the Stage One Brief.

None of the information on this form will be disclosed to the Jury until their evaluation is completed. The National Gallery and its employees, officers, agents and contractors will have prior access to this information, in accordance with the Competition Conditions.

1. Submission Details

Submission ID (one per entry):	
<p>NOTE FOR ALL ENTRANTS: You can obtain a Submission ID by opening a Submission on the Submission Portal. National Gallery Sculpture Garden (awardsplatform.com) . Register an Account, Start your Entry, Save it in Progress and each started and saved Submission/Entry will be assigned a unique number.</p>	

2. Entrant's Details

Provide details regarding the Entrant below.

NOTE: The Entrant is the legal entity which:

- is taking responsibility for the Submission;
- will be entitled to payment of the contribution (if progressed to Stage Two) and additional prize money (if the winner of Stage Two), as described in paragraph 1.2 of the Competition Conditions; and
- will enter into a contract with the National Gallery to provide the Services if the winner of the Competition.

The Entrant **must** be a single legal entity that exists at the Soft Copy Closing Time. Refer to paragraph 8.1 of the Competition Conditions for further information.

Entrant's Full Legal Name:	
Legal Entity Type:	<input type="checkbox"/> Individual/Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Corporate trustee (see note below) <input type="checkbox"/> Educational Institution (see note below) <input type="checkbox"/> Other (please specify)
<p>NOTE FOR ALL ENTRANTS: Entrants are required to provide an ABN / ACN and ARBN before entering into a contract with the National Gallery if the winner.</p>	
<p>NOTE FOR TRUSTS: If the Entrant is trading as a trust, please provide details of the relevant trust (and trustee) including a copy of the relevant trust deed (including any variations to that deed) as an attachment to this Submission.</p>	
<p>NOTE FOR EDUCATIONAL INSTITUTIONS: If your Submission is successful, prior to entering a Contract you will be required to provide details of any enabling legislation as well as details of any delegations or other authorisations that are relevant to the execution of a contract.</p>	

Australian Business Number (ABN):	<p>Drafting Note:</p> <p>If the Entrant is an entity registered on the Australian Business Register, then the ABN used by the business must be given. If the Entrant is not registered on the Australian Business Register, insert 'Not Applicable'.</p>
Australian Company Number (ACN):	<p>Drafting Note:</p> <p>If the Entrant is an Australian company, then the ACN must be given. If the Entrant is not an Australian Company, insert 'Not Applicable'.</p>
Australian Registered Body Number (ARBN):	<p>Drafting Note:</p> <p>If the Entrant's business is an entity registered on the business names register kept under the law of a State or Territory of Australia, then each ARBN used by the business must be given in respect of each State or Territory of registration. If the Entrant's business is not on business names register, insert 'Not Applicable'.</p>
Registered Address:	<p>Drafting Note:</p> <p>Insert the Entrant's main business address as registered with the Australian Business Register. If the Entrant is not registered on the Australian Business Register, insert 'Not Applicable'.</p>

3. Entrant Team Leader

Include details for the Entrant team leader below.

NOTE: One Team Member for each Entrant **must** be nominated as the Team Leader for the Competition – see Part 4.2.2 of the Stage One Brief.

The Team Leader will be the primary contact for the Entrant for the purposes of the Competition, and must have authority to act on behalf of and bind the Entrant for the purposes of the Competition.

Name :	
Telephone / Mobile:	
Email Address:	
Street Address:	
Postal Address (if different from Street Address):	

4. Team Members

Include details for Team Members below.

NOTE: The Entrant's team **must** include the following roles:

- an Australian First Nations participant
- a landscape architect registered in Australia or eligible for registration in Australia
- an artist
- a botanist or horticulturist
- an architect registered in Australia or eligible for registration in Australia.

Part 4.2 of the Stage One Brief sets out further details about what is required for each of these roles.

The Entrant **must** also nominate a Quantity Surveyor it proposes to use if they are selected to progress to Stage Two.

An individual Team Member may perform more than one of these roles.

Team Member Name	Role(s)
[insert name]	[insert role]
[insert name]	[insert role]
[insert name]	[insert role]
[insert name]	[insert role]
[insert name]	[insert role]
[insert name]	[insert role]
[insert additional rows as needed]	

5. Privacy Consent

For each Team Member identified in section 4, you should:

- confirm that the Team Member has read and understood the privacy notice set out below; and
- seek and obtain the Team Member's express consent to provide their information to the National Gallery.

Please note that the National Gallery may publish the name and role of each Team Member if the Entrant is selected to progress to Stage Two.

<p>The Entrant confirms that each Team Member included in its Submission has:</p> <ul style="list-style-type: none"> • read and understood the privacy notice below; and • consented to the inclusion of its personal information in this Submission 	<p>[Confirmed/not confirmed]</p>
--	----------------------------------

Privacy Notice

You consent to the inclusion of your personal information, including your name and your role in the team, in this Submission to the National Gallery of Australia Sculpture Garden design competition.

Your personal information will be collected and used by the National Gallery for the purpose of evaluating your Submission to the Competition and administering the Competition. Your personal information will be disclosed to staff of and advisers to the National Gallery for this purpose. The National Gallery will handle your personal information in accordance with the requirements of the Privacy Act 1988.

If your Submission is selected to progress to Stage 2, the National Gallery may publish your name and role on the internet, and in this circumstance you consent to Australian Privacy Principle 8.1 (which deals with overseas information disclosures) not applying.

You can choose not to provide consent for your personal information to be disclosed to the National Gallery by asking not to be included in this Submission.

The Privacy Policy of the National Gallery, available at <https://nga.gov.au/media/dd/documents/privacypolicy.36b4396.pdf>, contains details about how you can contact the National Gallery, how you may access your personal information held by the National Gallery and seek the correction of the information, how you can make a complaint about any breach of the Australian Privacy Principles, and how the National Gallery will deal with the complaint.

Entrant Team – other details

a) Nominate the moral rights holder/s for the design in the Submission to be used for attribution in any publication of the Submission:

Attachment 2: Entrant's Deed

Entrants **must** complete the Entrant's Deed and include it in their Submission. This Deed may be executed in electronic form. Amendments may only be made where necessary to complete the Deed.

DEED POLL

Date: ^insert date^

By: ^insert full legal name of Entrant^ (Entrant)

Context

National Gallery of Australia Sculpture Garden Design Competition (Competition).

Interpretation

In this Deed, terms not otherwise defined have the meaning ascribed to them in the Competition Conditions.

Compliance with Competition Conditions

The Entrant represents that it has read and understood, and that its Submission is submitted in accordance with, the Competition Conditions.

The Entrant undertakes that it will participate in the Competition in accordance with the Competition Conditions and on the basis of its Submission.

Team Leader

The Entrant warrants that the Team Leader nominated in its Submission is authorised to act on behalf of and bind the Entrant in connection with the Competition.

Confidentiality

The Entrant will not, and will ensure that its Team Members, employees, agents or subcontractors do not, either directly or indirectly record, divulge or communicate to any person any confidential information concerning the affairs of the National Gallery, the Commonwealth of Australia or a third party acquired or obtained in the course of preparing a Submission, or any documents, data or information provided by the National Gallery and which the National Gallery indicates to the Entrant is confidential or which the Entrant know or ought reasonably to know is confidential.

Ethical Dealing

The Entrant represents that its Submission has been compiled without the improper assistance of any current or former the National Gallery officer, employee, contractor or agent and without the use of information obtained unlawfully or in breach of an obligation of confidentiality to the National Gallery.

The Entrant represents that it has not:

- a. attempt to influence, lobby, or seek assistance from the National Gallery, its officers, employees, contractors, advisers or the Jury, including to seek preferential treatment, access to information or advice that is not available to other Entrants;
- b. engaged in misleading or deceptive conduct in relation to its Submission or the Competition;
- c. infringed the intellectual property rights or moral rights of other individuals or entities in connection with its Submission;
- d. bring into disrepute or compromise the integrity of the Competition, including for the National Gallery, the Jury, and any other Entrant or associated party;
- e. engaged in any collusive or anti-competitive conduct, or any other unlawful or unethical conduct with any other Entrant, or any other person in connection with the preparation of their Submission or the Competition;
- f. violate any applicable laws or Commonwealth policies regarding the offering of inducements in connection with the Competition; or
- g. engage in, or procure or encourage others to engage in, activity that would result in a breach of the Lobbying Code of Conduct and APSC Circular 2008/4 Requirements relating to the Lobbying Code of Conduct and post separation contact with Government; or
- h. otherwise acted in an unethical or improper manner or contrary to any law.

If the Entrant's Submission contains any Team Members that are also participating in a Submission being submitted by a third party, the Entrant represents that the third party has knowingly consented to those Team Members participating in both Submissions.

Conflict of Interest

The Entrant represents that, having made all reasonable enquiries the following represents its only known actual, potential or perceived conflicts of interest in respect of the Competition, its Submission or the provision of the Services:

^insert list or, where no conflict exists, write 'none'^

The Entrant undertakes to advise the National Gallery in writing immediately upon becoming aware of any actual, potential or perceived conflicts of interest in respect of the Competition, its Submission or the provision of the Services.

Employee entitlements

The Entrant represents that, having made all reasonable enquiries, as at the date of this declaration, it is not subject to any judicial decisions or any resulting order relating to employee entitlements (not including decisions under appeal) which claims have not been paid.

Workplace Gender Equality Requirements

The Entrant understands that it is obliged to indicate whether or not it is covered by the *Workplace Gender Equality Act 2012* (Cth) (the WGE Act). The Entrant is covered by the WGE Act if it is a 'relevant employer', defined as being a non-public sector employer (including higher education institutions, trade unions and not-for-profit organisations) of 100 or more employees in Australia. For information about the coverage of the WGE Act, contact the Workplace Gender Equality Agency on (02) 9432 7000.

Note to Entrants: Entrants must choose one of the following:

The Entrant confirms that it is a relevant employer. The Tenderer has attached a current letter of compliance as part of its Tender which indicates its compliance with the *Workplace Gender Equality Act 2012* (Cth).

OR

The Entrant confirms that it is a relevant employer. If selected as the preferred or winning Entrant, the Entrant will upon request from the National Gallery provide a current letter of compliance prior to entering into any contract. The Entrant acknowledges that failure to provide a current letter of compliance when requested will result in it losing its status as the winning Entrant.

OR

The Entrant confirms that it is not a relevant employer.

EXECUTED AS A DEED POLL for the benefit of the National Gallery of Australia

Dated this **^insert day^** day of **^insert month^** 20**^year^**

Note to Entrants: This execution block is only suitable if the Entrant is an individual. If the Entrant is another type of legal entity such as a company, the Entrant must replace this execution block with another execution block that is suitable to bind that legal entity type.

SIGNED SEALED AND DELIVERED by ^insert name of Entrant^ by its duly authorised representative:	
^Name of signatory^	Signature
In the presence of:	
^Name of witness^	Signature of witness

