



Australian Government

Approach to Market

**REIMAGINING
WHERE WE LIVE
DESIGN IDEAS COMPETITION**

Reference ID: Health / E23-145151

UNSPSC: 80111617 Architectural services



This Approach to Market (ATM) is for the provision of design ideas for residential aged care accommodation. The Commonwealth of Australia as represented by Department of Health and Aged Care (the Client) is seeking submissions for the provision of design ideas (the Requirement) as described in this ATM. In lodging a submission, Entrants are required to comply with all requirements set out in the ATM Terms.

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Statement of Requirement

A.A.1 Key Information and Dates

Entrants should refer to the Competition Brief and ATM Documents for information regarding key dates, minimum content and format requirements, entrant eligibility and conditions of participation.

A.A.2 The Requirement

Entrants should refer to the Competition Brief and ATM Terms to understand the Client's requirements for the Design Competition.

A.A.3 ATM Distribution

AusTender Distribution

This ATM and any updates are subject to the [AusTender Terms of Use](#). Any updates to this ATM will be notified to Entrants via AusTender and all ATM Documents, updates to the ATM Documents and any questions answered by the Professional Adviser in accordance with the Competition Brief will be made available via the [Competition portal](#).

AusTender is the Australian Government's procurement information system. Access to and use of AusTender is subject to the AusTender Terms of Use. In participating in this ATM process, Entrants must comply with the AusTender Terms of Use and any applicable instructions, processes, procedures and recommendations as advised on AusTender.

A.A.4 Lodgement of Submissions

Submissions (both hard copy and soft copy) must be lodged in accordance with the Competition Brief and ATM Terms. Entrants should pay particular attention to the specific requirements for lodging Submissions in Part 7 of the Competition Brief.

A.A.5 Client's Contact Officers

A.A.5(a) ATM Contact Officer

For all matters relating to this ATM, the Contact Officer is:

Name/Position: Annabelle Pegrum / Professional Advisor

Email Address: accommodationdesign.reform@health.gov.au

A.A.5(b) Complaints Handling

Any complaints by Entrants related to the Competition must be made promptly in writing to the Complaints Officer, Procurement Advice Team at: procurement.advice@health.gov.au. Complaints will be handled in accordance with the Client's Procurement Complaints Handling Policy.

More information about how to make a complaint, what to include when making a complaint and how complaints will be processed is available on the following webpage: <https://www.health.gov.au/about-us/what-we-do/grants-and-tenders#making-a-complaint>.

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Approach to Market (ATM) Terms

A.B.1 Background

- 1.1 Some terms in this document have been given a special meaning. The meanings are set out in the Glossary.
- 1.2 The Client may:
- a) amend or clarify any aspect of this ATM, prior to the Closing Time, or
 - b) suspend the ATM process or issue a Public Interest Certificate prior to Contract execution,
- by issuing an addendum to the ATM in the same manner as the original ATM was distributed or, where this is not possible, issuing a notice to all Entrants.
- 1.3 Without limiting the requirement for Entrants to provide a fully executed Entrant's Deed Poll, no contract will exist until the Contract is executed by the Client. The Client, acting in good faith and in the public interest, may discontinue this ATM; decline to accept any Submission to this ATM or issue any contract; or satisfy its requirements separately from this ATM process.

A.B.2 Precedence of Documents

- 2.1 If there is inconsistency between any of the parts of this ATM, the following order of precedence will apply:
- a) these ATM Terms and the ATM Submission [Form](#);
 - b) the Glossary; and
 - c) Statement of Requirement, including the Competition Brief,
- so that the provision in the higher ranked document will prevail to the extent of the inconsistency.

A.B.3 Governance

- 3.1 The Client for the Competition is the Australian Government Department of Health and Aged Care.
- 3.2 The Professional Adviser has prepared the Competition Brief and ATM terms in consultation with the Client and the Organising Committee (refer Part 11 of the Competition Brief). The Client has approved the Competition Brief and the ATM Terms.

3.3 The eminent Jury has been appointed by the Client after consultation with the Organising Committee and Professional Adviser.

3.4 Jury members are independent of the Client and have been appointed for their design expertise, understanding of the residential aged care sector, lived experience and diversity. The Jury is chaired by the 2023 Senior Australian of the Year Professor Tom Calma AO. (Refer Part 2.5 The Jury and Part 9 Jury deliberations of the Competition Brief).

A.B.4 Entrant obligations: competition equity and integrity

- 4.1 To ensure all Entrants are treated equally and have the same access to participation in the Competition, Entrants **must**:
- a) Comply with the Competition Brief and the ATM Terms.
 - b) Maintain anonymity of Submissions for the Jury, until the Jury has finalised its evaluations and the Jury Report is made public.
 - c) Ensure their submission ID is the only identifier on all their Submission documents intended for the Jury (Refer Part 7.3 of the Competition Brief).
 - d) Respect the moral rights and copyright of others in the development of their Submission.
 - e) Promptly inform the Professional Adviser of any actual, potential or perceived conflict of interest in accordance with the ATM Terms.
 - f) Promptly inform the Professional Adviser of any contravention or suspected contravention of the Competition Brief or ATM Terms.
 - g) Accept that any decision of the Client's delegate will be final (Refer Part 9.1 of the Competition Brief).
 - h) Complete and sign the ATM Submission Form (including any Attachments and Annexures).
 - i) Continue to comply with their obligations after the announcement of the winner/s and the publication of the Jury Report.
- 4.2 Entrants **must not**:
- a) Attempt to influence, lobby or seek assistance from the Client, the Organising Committee, the Professional Adviser or the Jury.

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- b) Lobby or seek assistance from the Client, Organising Committee, Professional Adviser, or the Jury or any other party associated with the Competition, to secure preferential treatment, access to information or advice that is not available to all Entrants.
 - c) Produce a joint Submission with another Entrant unless the Professional Adviser determines, at her discretion, that this is acceptable. A written request for registered Entrants to lodge a joint Submission, must be made at least seven (7) days before the Closing Time to be considered.
 - d) Infringe the copyright, intellectual property or moral rights of others. If Entrants have received agreement in writing for the use in their Submission/s of such rights or property from the relevant persons / parties, they must provide such evidence to the Professional Adviser at least seven (7) days before the Competition close date. The Professional Adviser may determine, at her discretion, to accept such evidence or otherwise.
 - e) Communicate with any party associated with the Competition, other than the Professional Adviser.
 - f) Communicate with the media or make public comments about the Competition or another Entrant.
 - g) Disclose or make public confidential information, including responses related to questions, conflicts of interest or contraventions obtained in relation to the Competition.
 - h) Bring into disrepute or compromise the integrity of the Competition including for the Client, the Organising Committee, the Jury, the Professional Adviser, or any other Entrant or associated party.
- 4.3 Entrants may:
- a) Make public and make comment about their Submission after the winner/s have been announced and the Jury report has been published.
- A.B.5 Entrant questions and responses**
- 5.1 All Entrant questions must be in writing and addressed to the Professional Adviser via the contact address (Refer to A.A.5(a) of the ATM Document).
 - 5.2 Entrants can ask the Professional Adviser any general questions related to the Competition Brief or ATM Terms. She will answer all such questions in writing for all Entrants to access through the Competition portal in accordance with the Key Dates (Refer Part 2.4 of the Competition Brief).
 - 5.3 Entrants can ask the Professional Adviser confidential questions related to issues including for eligibility, conflict-of-interest or contraventions. She will endeavour to determine their issue in writing in a timely manner. Such answers will remain confidential to the Entrant to the extent that equity and fairness is not prejudiced.
 - 5.4 Wherever a response to an Entrant's question will require an amendment to the ATM Documents, an addendum will be provided in accordance with the ATM Terms.
 - 5.5 No verbal questions will be considered or answered.
- A.B.6 Copyright, intellectual property and moral rights**
- 6.1 Entrants will retain the ownership of any Intellectual Property in their Submissions including the moral rights of attribution and integrity.
 - 6.2 The Client will use best endeavours to ensure that publication, exhibition (or similar) of the Submissions will be appropriately attributed and to preserve the moral rights of Entrants as reported by Entrants in their ATM Submission Form.
- A.B.7 Referenced Material**
- 7.1 The Client will make available to the Entrants any Referenced Material necessary for responding to this ATM. Entrants are responsible for requesting and obtaining any Referenced Material.
- A.B.8 Lodging a Submission**
- 8.1 By lodging a Submission, Entrants agree to all matters set out in the Entrant's Deed Poll.
 - 8.2 When lodging a Submission, Entrants must:
 - a) lodge their Submission as specified in the Statement of Requirement (refer to A.A.4 of the ATM document) and using the ATM Submission Form provided without changing

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the structure or formatting of the Submission form, and

- b) comply with any conditions for participation and ensure their Submission complies with any minimum content and format requirements set out in the Statement of Requirement (refer to A.A.1 and A.A.2 of the ATM document).

- 8.3 The Client may decline to consider a Submission that is unable to be read or contains alterations, erasures, illegibility, ambiguity or incomplete details.
- 8.4 Entrants and their officers, employees, agents, advisors and proposed subcontractors must not engage in any collusive, anti-competitive or any other similar conduct with any other Entrant or person or offer any unlawful inducements in relation to their Submission or this ATM process.
- 8.5 The Client will only extend the Closing Time in exceptional circumstances and, if extended, the extension will apply equally to all Entrants. The Client will not consider any Submissions received after the Closing Time specified in this ATM unless the Submission is late as a consequence of the Client's mishandling (which does not include postage strike, delay or mishandling by a courier or postal service). Hard copy Submissions must only include material in the soft copy Submission provided before the Closing Time.
- 8.6 Prior to the finalising of evaluations, selection of the winning Submissions and execution of a contract, the Client through the Contact Officer may seek clarification or additional information from, and enter into discussions with, any or all Entrants in relation to their Submission. In doing so, the Client will treat all Entrants equitably and will not permit any material alterations or additions to Submissions.
- 8.7 If any Conflicts of Interest arise during ATM process, Entrants must notify the Contact Officer (refer A.A.5 in the ATM Statement of Requirement) immediately and comply with any reasonable directions issued by the Client. All communications must be confirmed in writing. The Contact Officer will consult with the Client's delegate and seek any advice required before providing a direction.

A.B.9 Receipt of Submissions

- 9.1 An email receipt confirmation will be issued from the competition portal once soft and hard

copies of Submissions have been lodged. No receipt will be issued for Submissions lodged after the close date / time.

- 9.2 In exceptional circumstances late submissions may be accepted in accordance with these ATM Terms.

A.B.10 Entrant costs

- 10.1 The Client, Organising Committee, Professional Adviser or Jury accepts no responsibility for any costs incurred by the Entrant resulting in any way from their participation in the Competition including for the preparation of competition materials, travel, postage or any tax implications arising from production or payment of prizes.

A.B.11 Non-compliant Submissions

- 11.1 The Client, considering recommendations and advice from the Professional Adviser, will have regard to Entrant compliance with the Competition Brief and ATM Terms.
- 11.2 The Client, considering recommendations and advice from the Professional Adviser, will determine if any non-compliance is material, can be remedied or take any other actions it considers to be fair and reasonable and that will not unduly advantage or disadvantage any Entrant, including to disqualify the Entrant's Submission.
- 11.3 The Professional Adviser will promptly advise in writing any Entrant who the Client has determined is required to take remedial action or who has been disqualified.
- 11.4 This process will not apply to any non-compliance with minimum content and format requirements set out in the Statement of Requirement (refer to the ATM Document). The process at clause 12.2 shall apply to these non-compliances.

A.B.12 Evaluation

- 12.1 The Client will evaluate Submissions in accordance with the ATM, including Part 9 of the Competition Brief, and consistent with the *Commonwealth Procurement Rules* to determine the best value for money outcome for the Client.
- 12.2 Subject to clause 12.7, the Client will exclude from consideration any Submission that does not meet the minimum content and format requirements and the conditions for

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participation (if any) as set out in the Statement of Requirement.

- 12.3 The criteria for evaluation are set out in Part 9.1 of the Competition Brief.
- 12.4 Following evaluation of Submissions by the Jury on the basis set out in the Competition Brief and the ATM Terms, the Jury will advise the Client of the winning Submissions based on their evaluation and will provide the Client with the Jury Report.
- 12.5 The Client's delegate will determine the winning Submissions taking into account the Jury Report, value for money and any other relevant material which is permitted to be taken into account. The Client will invite the Entrants that provided winning Submissions to enter into a Contract for the payment of prize money in the form set out at Appendix A to the ATM document. (Please note – the contract template has been provided for information only. Entrants do not need to complete and return the contract template as part of their Submission).
- 12.6 The Client may at any time exclude a Submission from consideration if the Client considers that the Submission is clearly not competitive (this includes Submissions provided by teams that are not eligible in accordance with Part 8 of the Competition Brief).
- 12.7 Prior to the Jury evaluations, if the Client determines that an Entrant has made an unintended error or omission in their Submission, the Client may contact an Entrant in order to have this part of their Submission clarified or corrected but will not permit any material alteration or addition to the Submission. In doing so, the Client will treat all Entrants equitably and will not permit any material alterations or additions to Submissions.
- 12.8 The Client will notify all Entrants of the final decision and, if requested, will debrief Entrants as requested following selection and publication of the list of winning Entrants.

A.B.13 Jury report

- 13.1 The Jury will prepare its report outlining its evaluation of the Submissions.
- 13.2 The report will be provided to the Client before publication.

13.3 The Jury Report will be published on the same day that the winner/s are made public. Once published Entrants will have full access to the Report.

13.4 The Professional Adviser may telephone those Entrants recognised by the Jury for their Submission, prior to the public announcement of the Competition outcomes and release of the Jury Report

A.B.14 Prize money payment

- 14.1 Entrants will be paid prize money in accordance with the Competition Brief at the discretion of the Client's delegate.
- 14.2 Payment will be made in accordance with the contract executed between the winning Entrant(s) and the Client.

A.B.15 Competition materials

- 15.1 Competition materials includes all submission documentation.
- 15.2 Competition materials will not be returned and may be retained, archived or disposed of by the Client at their discretion.
- 15.3 Entrants should retain copies of the material submitted.

A.B.16 Reporting Requirements

- 16.1 Entrants acknowledge that the Client is subject to legislative and administrative accountability and transparency requirements including disclosure to Parliament and its Committees.
- 16.2 Without limiting the Client's right to disclose other information, for any contracts awarded, the Client may publicly disclose the Entrant's name, postal address and other details about any contract for the payment of prize money.
- 16.3 Entrants should also note the requirements of the *Freedom of Information Act 1982 (Cth)*.

A.B.17 Confidentiality of Entrant's Information

- 17.1 Entrants should note that, following delivery of an executed Entrant's Deed Poll, parts of their Submission may be made available to the public as required by the Client. Entrants must identify and justify any aspects of their Submission or the proposed Contract that they consider should be kept confidential and

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the Client may enter into discussions with the Entrant in relation to this prior to accepting their Submission. Entrants should note that the Client will only agree to treat information as confidential in cases that it considers consistent with Australian Government legislation and policies. In the absence of such an agreement, Entrants acknowledge that the Client has the right to publicly disclose the information.

A.B.18 Criminal Code

- 18.1 Entrants acknowledge that the giving of false or misleading information to the Commonwealth is a serious offence under section 137.1 of the schedule to the *Criminal Code Act 1995 (Cth)*.
- 18.2 Entrants must ensure that any intended Subcontractors participating in the Entrant's Submission are aware of the information in this clause.

A.B.19 Personal Information

- 19.1 Entrants agree to provide the Client, or its nominee, relevant Personal Information relating to the Entrant, its officers, employees, agents or Subcontractors, for the purposes of preventing, detecting, investigating or dealing with a fraud or security breach relating to this ATM. When providing Personal Information to the Client, the Entrant warrants that they will have obtained consent or provided reasonable notification in accordance with the *Privacy Act 1988 (Cth)*.

A.B.20 Freedom of information

- 20.1 Information provided to Entrants, other than that made public by the Client or Professional Adviser, is and must be kept confidential.
- 20.2 Entrants may provide the Competition Brief and ATM Terms, the Principles and Guidelines, resources and answers by the Professional Adviser to general questions (as provided to all Entrants) to their teams or participants / advisers in preparing their Submissions.
- 20.3 Private information provided by Entrants will be considered confidential by the Client in

accordance with the *Privacy Act 1988*. Requests under the *Freedom of Information Act 1982* will be considered on a case-by-case basis according to law.

- 20.4 The Jury Report and all Submissions may be made public by the Client.

A.B.21 Governing law and jurisdiction

- 21.1 These ATM Terms are governed by the laws of the Australian Capital Territory.
- 21.2 Entrants must comply with all relevant laws in preparing and lodging their Submission and participating in the competition.

A.B.22 Professional Adviser obligations

- 22.1 The Professional Adviser is responsible for the conduct of the competition on behalf of the Client such that it is fair, equitable and conducted with integrity.
- 22.2 The Professional Adviser will manage and oversee all administrative matters related to the competition from its launch to the announcement of the winner/s.
- 22.3 The Professional Adviser will to the best of her endeavours and in good faith ensure that:
- Anonymity of Entrants and confidentiality is maintained.
 - The Client is provided is with advice on whether Submissions are compliant.
 - Entrants are notified of any material changes to the Competition Brief or ATM Terms including to the Key Dates or the Jury.
- 22.4 The Professional Adviser is not a member of the Organising Committee or of the Jury.

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Glossary

In the ATM Documents:

“**Approach to Market**” or “**ATM**” means the notice inviting Entrants to participate in the relevant procurement (the Reimagining Where We Live – Design Ideas Competition) and includes the ATM documents.

“**ATM Closing Date**” means the date on which Submissions are required to be submitted in accordance with this ATM.

“**ATM Documents**” means all of the documents comprising this ATM, including:

- the Statement of Requirement, including the Competition Brief and any Attachments and Annexures to these documents;
- the ATM Submission Form
- this ATM Glossary; and
- the ATM Terms.

“**ATM Glossary**” or “**Glossary**” means this glossary.

“**ATM Submission Form**” means the form included in the section of the ATM Documents titled “Approach to Market (ATM) Submission Form”.

“**ATM Terms**” means the terms that apply to this ATM process (the Reimagining Where We Live – Design Ideas Competition) set out in the section of the ATM Documents titled “ATM Terms”.

“**Business Days**” means a day that is not a Saturday, a Sunday or a public holiday or bank holiday in the place concerned, as defined by the *Corporations Act 2001* (Cth), and also excludes the period between Christmas Day and New Year’s Day.

“**Client**” means the Commonwealth of Australia as represented by Department of Health and Aged Care.

“**Closing Time**” means the closing time as specified in the Approach to Market.

“**Commonwealth Procurement Rules**” means the legislative instrument issued by the Finance Minister under section 105B of the *Public Governance, Performance and Accountability Act 2013* (PGPA Act), which establishes the framework under which entities govern and undertake their own procurement.

“**Competition Brief**” means the section of the ATM documents titled “Competition Brief”.

“**Competition Portal**” means the registration and submission portal for the competition at <https://reimaginingwherewelive.awardsplatform.com/>

“**Competition Website**” means website for the competition at <https://www.health.gov.au/reimagining-where-we-live>.

“**Confidential Information**” means any information that the Entrant does not wish to be shared outside those involved in the Competition. It can include anything that has been acquired, developed or made available to in the course of the Competition. It includes, but is not limited to, information:

- a) specifically identified as confidential in the Entrant’s Submission in accordance with the ATM Terms.
- b) where disclosure would cause unreasonable detriment to the owner of the information or another party, or
- c) where the information was provided under an understanding that it would remain confidential.

“**Conflicts of Interest**” means any actual, apparent or perceived situation where the personal interests of the Entrant, its officers, employees or agents could improperly influence the Competition.

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“**Contract**” means the contract to be executed between the Client and the winning Entrants for the payment of prize money in the form of Appendix A to the Statement of Requirement.

“**Entrant**” means any entity that is eligible to respond to this ATM.

“**Entrant’s Deed Poll**” means the deed to be completed and lodged by Entrants as part of their Submission, as set out in Attachment A to the ATM Submission Form.

“**GST**” means a Commonwealth goods and services tax imposed by the GST Act.

“**GST Act**” means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

“**Intellectual Property**” means all present and future rights conferred by law in or in relation to any of the following:

- i. copyright;
- ii. rights in relation to circuit layouts, patents, registrable designs or trademarks; and
- iii. any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world whether registered or unregistered.

“**Jury**” means the jury as described in the Competition Brief.

“**Moral Rights**” means the rights in Part IX of the *Copyright Act 1968* (Cth), including the right of attribution, the right against false attribution and the right of integrity.

“**Personal Information**” means information relating to a natural person as defined in the *Privacy Act 1988* (Cth).

“**Professional Adviser**” means the professional adviser as described in the Competition Brief and ATM Terms.

“**Public Interest Certificate**” means a certificate issued under section 22 of the *Government Procurement (Judicial Review) Act 2018* (Cth).

“**Referenced Material**” means any materials referenced in the ATM, including but not limited to, reports, plans, drawings or samples.

“**Statement of Requirement**” means the section of the Approach to Market with the heading ‘Statement of Requirement’.

“**Submission**” means information provided by an Entrant in response to this ATM.

Interpretation

In this ATM, unless stated otherwise:

- a) if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning
- b) words in the singular include the plural and words in the plural include the singular
- c) the words ‘including’, ‘such as’, ‘particularly’ and similar expressions are not used as and are not intended to be interpreted as words of limitation
- d) a reference to dollars is a reference to Australian dollars
- e) a reference to any legislation or legislative provision includes any statutory modification, substitution or reenactment of that legislation or legislative provision; and
- f) clause headings are for reference only and have no effect in limiting or extending the language of the terms to which they refer.

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Statement of Requirement – Appendix A

Draft Contract for the Payment of Prize Money

IMPORTANT: You do **NOT** need to complete and return this draft contract template with your submission. It has been provided for information only. The Client will offer a Contract for the Payment of Prize Money to winning entrants only at the conclusion of the competition process.

Contract for the Payment of Prize Money

This Contract is made on the _____ (Insert Date)

Between:

The Commonwealth of Australia, represented by the Department of Health and Aged Care (Department)
and

[insert legal name, ABN/ACN and ARBN if applicable] (**Entrant**)

Together the parties

1. Background and Context

The Entrant's Submission to the Department's Approach to Market – Aged Care Design Ideas Competition, Health / E23-145151 (**ATM**) has been selected as a winning Submission following evaluations in accordance with the ATM.

The Entrant has been selected as the [insert name of prize won, e.g. runner up etc].

In light of this selection, and in consideration of the Department's future use of the Submission (including all information, materials, drawings, designs and documentation provided by the Entrant), the Department will pay to the Entrant the prize money as set out in this Contract.

2. Definitions

In this Contract, terms which are capitalised but not defined have the same meaning as the ATM.

3. Payment of Prize Money

The following amount of prize money shall be payable to the Entrant following approval of a claim for payment submitted in accordance with clause 4 (**Prize Money Amount**).

[\$[insert dollar amount of prize money] AUD.

4. Claim for Payment Requirements

To facilitate payment of the Prize Money Amount, the Entrant must provide a valid claim for payment meeting all of the requirements below to [insert email address for claim for payment]:

- (a) the claim for payment is correctly addressed;
- (b) the claim for payment reflects all of the Prize Money Amount;
- (c) the claim for payment includes accurate and sufficient details for payment to the Entrant's nominated account;
- (d) the claim for payment includes the Purchase Order Number provided by the Department to the Entrant; and

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- (e) the claim for payment is a valid tax invoice in accordance with the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

The Department is not required to make a payment of the Prize Money Amount unless and until a valid claim for payment is submitted.

5. Payment

Following delivery of a valid claim for payment in accordance with clause 4, and within 20 days, the Department will make payment of the Prize Money Amount to the Entrant's nominated account.

If the Department fails to pay within 20 days of receiving a valid claim for payment in accordance with clause 4, the Department must pay interest on the unpaid amount at the General Interest Charge Rate calculated in respect of each day that the payment was late.

The Department must pay interest whether or not the Entrant has submitted a separate invoice for the interest amount. Interest will only be payable in accordance with this provision if the interest amount exceeds \$100 AUD.

'**General Interest Charge Rate**' means the means the general interest charge rate determined under section 8AAD of the *Taxation Administration Act 1953* (Cth) on the day payment is due, expressed as a decimal rate per day.

6. Applicable Law

The parties agree that the laws of the Australian Capital Territory apply to this Contract and the parties submit to the non-exclusive jurisdiction of the courts of that Territory and of any court that may hear appeals from any of those courts, in connection with this Contract.

7. Term

This Contract ends upon the payment of the Prize Money Amount and any interest payable.

8. Entrant's Responsibility

Entrants will be responsible for the splitting of the Prize Money Amount and any interest payable between the team members comprising the Entrant. The Department's responsibilities under this Contract end upon payment.

Executed as an agreement

Signed for and on behalf of the Commonwealth of Australia as represented by the Department of Health and Aged Care ABN 83 605 426 759 on:

Date

by:

Printed name of signatory

Signature

Position of signatory

Reference Number: Health / E23-145151

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in the presence of:

Printed name of witness

Signature of witness

[Note to Entrants: the below is provided as guidance only. Entrants will be expected to execute this agreement using one of the relevant execution clauses below. Areas shaded below are placeholders to be filled out when executing. There may be suitable alternatives to these execution blocks where the Entrant is not a company. Please raise any questions in relation to this with the Contact Officer]

[Note to Entrants: where an Entrant will execute this Contract in accordance with s 127 of the Corporations Act, this execution block is to be used]

Executed by [INSERT NAME] in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of director

Signature of company secretary/director
[delete position as appropriate]

Full name of director who states that they are a director of **[INSERT NAME]**

Full name of company secretary/director
[delete position as appropriate] who states that they are a company secretary/director ***[delete position as appropriate]*** of **[INSERT NAME]**

[Note to Entrants: where an Entrant will execute this Contract via an authorised signatory in accordance with s126 of the Corporations Act this execution block is to be used. Please also provide evidence of your authority to enter the agreement on behalf of the Entrant, if requested by the Department]

Signed, sealed and delivered for and on behalf of **[INSERT NAME]** in accordance with section 126 of the *Corporations Act 2001* (Cth) by its authorised signatory:

Signature of authorised signatory

Full name of authorised signatory