



Australian Government

SUBMISSION FORM
Approach to Market (ATM)

**REIMAGINING
WHERE WE LIVE**
DESIGN IDEAS COMPETITION

ATM Reference ID: Health / E23-145151



Approach to Market (ATM) Submission Form

Response to ATM

Reimagining Where We Live – Design Ideas Competition

ATM Reference ID: Health / E23-145151

All information on this form will remain anonymous for the Jury until their evaluation is completed. The Professional Adviser and any other personnel from the Department of Health and Aged Care (the Client) will have prior access to this information, in accordance with the ATM Terms.

This form, fully completed and executed (including in relation to any Attachments or Annexures), is to be uploaded on the [competition portal](#) as part of the soft copy Submission.

This Submission will be prepared and lodged in accordance with the Minimum Content and Format requirements as set out in the Competition Brief and ATM Documents.	<input type="checkbox"/> Yes <input type="checkbox"/> No: Do not proceed as your Submission will not be eligible for further consideration
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1. Submission Details

Submission ID (one per entry):	
Project entered (urban metro OR regional town):	

2. Entrant Team Lead

For all matters relating to this Submission, the Entrant Team Lead is the representative and Contact Officer.

Name (lead architect):	
Architect registration number / State(s) or Territory(s) registered OR Name of Australian accredited architectural program / year of graduation	
Telephone / Mobile:	
Email Address:	
Street Address:	
Postal Address (if different from Street Address):	

3. Entrant Team Members

Team Member Name	Profession / title <ul style="list-style-type: none"><i>If the interior designer is also the Entrant Team Lead, confirm that you have the appropriate professional experience</i><i>If the interior designer is also another team member, add their name and confirm that they have the appropriate professional experience.</i>

4. Entrant Team – other details

a) Nominate the participation / involvement (if any) of people with lived experience of aged care (e.g. older people and their families and carers, service providers or aged care staff):
b) Nominate the moral rights holder/s for the Submission to be used for attribution in any publication of the Submission:

Note: The following questions relate to the entity the Client will contract with for the purposes of paying prize money if the Entrant Team is successful.

5. Entrant's Details

Entrant's Full Legal Name:	Drafting Note: If your Team is successful in the Competition, this will be the name of the Entrant for the Contract.
Legal Entity Type:	<input type="checkbox"/> Individual/Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Company

	<input type="checkbox"/> Sole Director Company <input type="checkbox"/> Trust (see note below) <input type="checkbox"/> Educational Institution (see note below) <input type="checkbox"/> Other (please state):
NOTE FOR ALL ENTRANTS: Entrants are required to provide an ABN / ACN and ARBN before entering into a contract with the Client for the payment of prize money if successful. If you are forming a multidisciplinary team for the purpose of entering the competition that is not a legal entity, you will need to nominate a legal entity that will execute the Deed Poll (Attachment A to this form) on behalf of your team and provide an ABN / ACN and ARBN in order to enter into a contract with the Client for the payment of prize money if your team is successful.	
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.	
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.	
Australian Business Number (ABN):	Drafting Note: 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'.
Australian Company Number (ACN):	Drafting Note: If the Entrant is an Australian company, then the ACN must be given. If the Entrant is not an Australian Company, insert 'Not Applicable'.
Australian Registered Body Number (ARBN):	Drafting Note: 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'.
Registered Address:	Drafting Note: 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'.

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6. Previous Judicial Decisions

Has the Entrant, or where relevant any of its directors, ever had a judicial decision against them (not including decisions under appeal) relating to employee entitlements or engaged in practices that have been found to be dishonest, unethical or unsafe?	<input type="checkbox"/> Yes, see below. <input type="checkbox"/> No
If yes , what was the date of discharge? <i>The Entrant acknowledges that the giving of false or misleading information to the Commonwealth (the Client) is a serious offence under section 137.1 of the schedule to the Criminal Code Act 1995 (Cth).</i>	(DD/MM/YYYY) <i>Note: The Client cannot enter a contract with an Entrant who has an undischarged judicial decision relating to employee entitlements.</i>

7. Workplace Gender Equality

Is the Entrant classified as a 'relevant employer' under the Workplace Gender Equality Act 2012 (the WGE Act)? See https://www.wgea.gov.au/about	<input type="checkbox"/> Yes, the Entrant is a relevant employer <input type="checkbox"/> No, the Entrant is not a relevant employer
If yes , you are required to provide a current letter of compliance with the WGE Act prior to entering into a contract. Have you provided a letter of compliance with your Submission?	<input type="checkbox"/> Yes <input type="checkbox"/> No, I will provide a current letter of compliance prior to contract
<p>NOTE: If the Entrant Team is successful in the Competition process and the Entrant is a relevant employer under the WGE Act, the Entrant must provide evidence that it complies with its obligations under the WGE Act before commencement of any Contract.</p> <p>If the Entrant becomes non-compliant with the WGE Act during the course of the Contract, the Entrant must notify the Contact Officer in writing within 10 Business Days. Compliance with the WGE Act does not relieve the Entrant from its responsibilities to comply with its obligations under the Contract.</p>	

8. Conflicts of Interest

Drafting Note:

Commonwealth officials have an obligation to disclose Conflicts of Interest under section 29 of the [Public Governance, Performance and Accountability Act 2013](#) (Cth). Suppliers to Commonwealth entities need to assist the Commonwealth to meet its obligations by complying with the same standard of conduct.

Conflicts can be real or apparent. The perception of a conflict can be just as damaging to the public's confidence in public administration as an actual conflict based on objective facts.

Provide full details of any Conflicts of Interest (if any) that could arise as a result of entering into the Contract for the payment of prize money with the Department, or any other Conflict of Interest that the Entrant is aware of in relation to their involvement in the competition, and propose a strategy to manage the conflict. For complex issues, you may choose to attach a Conflict of Interest Management Plan detailing your proposed approach.

After this response is submitted, Entrants must report any Conflicts of Interest that may have arisen or been identified during the evaluation period to the Customer without delay.

If no Conflicts of Interest were identified, type "Nil".

The Entrant has identified the following potential Conflicts of Interest and management strategies:

Details	Management Strategy

9. Confidentiality

Please identify any information in your Submission, which you consider should be kept confidential, with reason(s).

The Client will only agree to treat information as confidential in cases that meet the Commonwealth's guidelines and which the Client considers appropriate. If the Client does not agree that the information should be treated as confidential, the Client may choose not to accept the Entrant Team's Submission.

Information to assist you to assess whether the Client is able to treat particular information as confidential is available at: <https://www.finance.gov.au/government/procurement/buying-australian-government/additional-reporting-confidentiality>.

If none, type "Not Applicable". Add extra lines to the table as required.

Information the Entrant Team is seeking be kept Confidential	Reasons for Confidentiality Request

Attachment A – Entrant's Deed Poll

The Entrant must complete, sign and scan the Deed Poll set out below and submit the Executed Deed Poll as part of its Submission. This is a minimum content and format requirement.

Entrant's Deed Poll

This deed poll is made on the _____ (Insert Date)

By:

Note to Entrants: insert name, ABN/ACN and ARBN if applicable (Entrant)

This deed poll is for the benefit of the Commonwealth of Australia as represented by the Department of Health and Aged Care (**Client**).

1. Definitions

In this deed poll, terms have the same meaning as in the Approach to Market, Reimagining Where We Live Design Ideas Competition (Health / E23-145151) (**ATM**). This deed poll is provided in connection with the ATM.

2. Entrant Declarations and Agreements

The Entrant unconditionally and irrevocably declares and agrees that:

- a. it has accepted and submits its Submission to the ATM (including all information, materials, drawings, designs and documentation provided by the Entrant) in accordance with the terms and provisions of the ATM, including this deed poll;
- b. in preparing this Submission, it has examined the ATM, all documents referred to in this ATM and all other information made available to it and all applicable legislation and policies;
- c. it has relied entirely on its own enquiries and has not relied on any representation, warranty or other conduct by or on behalf of the Client, except as expressly provided in this ATM or in notices received by it;
- d. to the extent permitted by law, neither the Client, the Organising Committee, Professional Adviser, Jury and any of their employees, contractors or agents will be liable to any person for any action, claim, demand, proceedings, loss, damage, cost or expense of any nature arising in any way out of or in connection with:
 - i. any representations, opinions, projections, forecasts or other statements, actual or implied, contained in or omitted from the ATM;
 - ii. any breach of the Competition Brief or ATM Terms, and the Entrant releases the Client, the Organising Committee, Professional Adviser, Jury and their employees, contractors and agents in respect of any such liability;
- e. the Entrant agrees to indemnify the Client, the Organising Committee, Professional Adviser, Jury and their employees, contractors and agents in respect of any action, claim, demand, proceedings, loss, damage, cost or expense resulting from any:
 - i. breach of the ATM Documents;
 - ii. negligence by the Entrant; and
 - iii. unlawful act, omission or fraud of the Entrant,

except to the extent caused by or contributed to the Client, the Organising Committee, Professional Adviser, the Jury and their employees, contractors and agents;

- f. only winning Submissions will be allocated a prize in accordance with the Competition Brief, not all Submissions will be winning Submissions, and the Entrant releases the Client from any liability or claim it may have in relation to the selection of winning Submissions or its chance to be allocated a prize;
- g. the Client may direct the Entrant at any time to remove from view any publication it has made in relation to its participation in the competition;
- h. the Client will have received the Entrant's Submission in reliance on this deed poll and that the Client may suffer loss if any of the representations in this deed poll or the Entrant's Submission are misleading or deceptive; and
- i. the Entrant agrees that the Client will not be responsible for any costs associated with their participation in the competition.

3. IP Licence

The Entrant will retain the ownership of any Intellectual Property in its Submission including the moral rights of attribution and integrity. The Entrant grants to the Client a Licence to Use all Intellectual Property in the Submission documents for the following purposes:

- a. developing the National Aged Care Design Principles and Guidelines;
- b. rolling out the National Aged Care Design Principles and Guidelines to the public (including industry); and
- c. for any other purpose which is consistent with the objectives of the competition as set out in the Competition Brief,

including the right to grant a sublicense of the Intellectual Property in the Submission documents on the same terms.

The Entrant agrees:

- a. to do all things necessary to ensure that the Client is granted this Licence including with regard to Moral Rights and any third party Intellectual Property; and
- b. that the Licence applies irrespective of whether it is a winning Entrant to, or is awarded any prize money in respect of, the competition.

In this clause 3 the following words have the following meanings:

- a. **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.
- b. **Licence** means a non-exclusive licence of Intellectual Property that:
 - i. is fully paid-up and does not require any additional payment by the licensee, including by way of royalty or any other fee;
 - ii. cannot be revoked or terminated by the licensor for any reason;
 - iii. operates in perpetuity without any action required on the part of the licensee to renew or extend the licence;

- iv. operates on a world-wide basis; and
- v. binds each successor in title to the owner of the Intellectual Property.
- c. **Moral Rights** means a right of attribution of authorship, a right not to have authorship falsely attributed or a right of integrity of authorship.
- d. **National Aged Care Design Principles and Guidelines** means a comprehensive, evidence-based resource published by the Department of Health and Aged Care to guide the design of residential aged care accommodation from 1 July 2024.
- e. **Use** means use, reproduce, modify, adapt, archive, publish, display, broadcast and communicate to the public.

4. Specific Acknowledgments and Representations

The Entrant acknowledges and represents to the Client the following with regard to its Submission:

- a. having made all reasonable enquiries, there are currently no unsettled judicial decisions against the Entrant including in relation to unpaid employee entitlements (not including decisions under appeal);
- b. the Entrant has accurately represented its status as a 'relevant employer' under the *Workplace Gender Equality Act 2012* (Cth); and
- c. the information in the Entrant's Submission will not be kept confidential by the Client unless the information has been identified as confidential information In the ATM Submission Form.

5. Miscellaneous

- a. This deed poll survives the termination or expiry of the ATM.
- b. The Entrant agrees that the laws of the Australian Capital Territory apply to this deed poll and the Entrant submits to the non-exclusive jurisdiction of the courts of that Territory, in respect of any proceedings in connection with the ATM.

Executed as a deed

[Note to Entrants: the below is provided as guidance only. Entrants will be expected to execute this deed poll 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 or an individual. Please raise any questions in relation to this with the Contact Officer]

[Note to Entrants: where an Entrant will execute this deed poll in accordance with s127 of the Corporations Act, this execution block is to be used]

Signed, sealed and delivered 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 deed poll 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 deed poll on behalf of the Entrant, if
requested by the Client]*

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

[The following signature block can be used for individuals]

**Signed, sealed and delivered by **[INSERT
NAME OF INDIVIDUAL]**:**

Signature

Date

Signature of witness

Name of witness

Date