

# NSW Housing Pattern Book Design Competition

## Stage 1 EOI

### Terms and Conditions

#### 1. Introduction

- 1.1 The NSW Department of Planning, Housing, and Infrastructure (DPHI) as represented by the Government Architect NSW (GANSW), invites eligible Entrants to participate in the **first stage** of the *NSW Housing Pattern Book Design Competition (PBDC)*. The PBDC comprises 2 primary stages, the first of which involves an Expression of Interest (Stage 1 – EOI).
- 1.2 Stage 1 – EOI is an open invitation that seeks submissions across two (2) categories:  
a) professional; and  
b) student.
- 1.3 Entrants must nominate in their EOI submission:  
Whether they are entering in the professional or student category; and  
For professional category entrants, whether they wish to be considered for the terrace house and/or mid-rise apartment typology.  
If professional entrants wish to be considered for both typologies, they do so in full knowledge that they will only be shortlisted for one typology, if successful.
- 1.4 No design work will be required for Stage 1 – EOI. Rather:  
a) professional Entrants will need to confirm capability and capacity to design a “pattern” for either one, or both, of the PBDC typologies, being:  
(i) terrace house (2 storeys, 3 dwellings); and  
(ii) mid-rise apartment (3 – 6 storeys); and  
b) student Entrants will need to confirm capability and capacity to design a “pattern” for a terrace house site (2 storeys, 3 dwellings).
- 1.5 A Jury will be established for the PBDC to evaluate Stage 1 – EOI submissions in accordance with the Stage 1 – EOI Brief and any evaluation criteria set out in these Terms and Conditions (T&Cs). The Jury will then confirm a shortlist of Entrants to participate in the second stage of the PBDC (Stage 2 – Design Competition).
- 1.6 Stage 2 – Design Competition will involve design work. In this stage, shortlisted Entrants will design “patterns” for either a terrace house or mid-rise apartment typology (depending on which typology was nominated in their Stage 1 – EOI Submission).
- 1.7 The Jury will evaluate Stage 2 – Design Competition submissions in accordance with a detailed Stage 2 – Design Competition Brief, which will be issued to shortlisted Entrants prior to the commencement of Stage 2 – Design Competition.
- 1.8 No fee will be paid to Entrants for Stage 1 – EOI submissions. A competition fee will be paid to each Stage 2 – Design Competition entrant, in accordance with these T&Cs. It is intended that winners of Stage 2 – Design Competition (professional category only) will be engaged to undertake further design development towards delivery of demonstration housing construction projects and / or developed “patterns” for the NSW Pattern Book.
- 1.9 Stage 1 – EOI of the PBDC and these Stage 1 – EOI T&Cs have been endorsed by the Australian Institute of Architects (AIA).
- 1.10 These T&Cs apply to Stage 1 – EOI of the PBDC. Further detailed T&Cs will be issued to shortlisted Entrants at the second stage of the PBDC (prior to commencement). The treatment of Intellectual Property Rights and moral rights will be clarified in the updated T&Cs, which will apply to Stage 2 – Design Competition. Entrants should assume that:  
a) subject to Clause 1.10 below, Entrants will retain their Intellectual Property Rights and moral rights in their submissions; and  
b) NSW Government will require a broad licence to publicly exhibit any content submitted as part of the competition and to modify any visual material into a format suitable for that purpose.
- 1.11 **Importantly**, please note that where an Entrant is selected to enter into an agreement for post-competition design development work, that agreement will require (subject to payment of the agreed fees to the Entrant):  
a) that all Intellectual Property Rights are transferred to the NSW Government (including for all drawings, images and documentation produced for the PBDC) to enable NSW Government to publish, promote, maintain, and distribute finished patterns; and  
b) a global consent / waiver of all moral rights.
- 1.12 To the extent of any inconsistency between these Stage 1 – EOI T&Cs and the Stage 1 – EOI Brief, these T&Cs take precedence.

## 2. Overview of competition and post-competition stages

2.1 The PBDC comprises 2 primary stages (Stage 1 – EOI and Stage 2 – Design Competition). Following completion of the PBDC, there will likely be 2 further post-competition stages.

A summary of stages is in the table below. Refer to the Stage 1 – EOI Brief for further detail.

2.2 For clarity, Stages 3 and 4 below do not form part of the PBDC. Winners from Stage 2 – Design

Competition (professional category only) will be eligible for participation in Stages 3 and 4, subject to separate procurement and contractual arrangements with the NSW Government.

Stage / purpose	Eligibility for participation	Contractual arrangements	Fees and awards at conclusion of stage
<b>Competition</b>			
<b>1 – Expression of Interest (EOI)</b> Seek professional and student EOI submissions which demonstrate qualifications, background, and experience relevant to the design of the relevant pattern(s).	Open EOI. Refer to Clauses 6.1 – 6.3 inclusive of these T&Cs for mandatory eligibility criteria.	Entrants must agree to the T&Cs. Entrants will agree to the T&Cs by signing the Entrant Declaration, which is a submission requirement for Stage 1 – EOI submissions.	<b>Fees</b> N/A – no fee or prize for Stage 1 – EOI participation. <b>Awards</b> Jury will confirm shortlist of EOI Entrants to proceed to Stage 2 – Design Competition.
<b>2 – Design Competition</b> Seek detailed concept designs from shortlisted Entrants for specific sites that meet the requirements of the Stage 2 – Design Competition Brief.	Only shortlisted Entrants from Stage 1 – EOI may participate. Shortlist will be confirmed by the Competition Jury following evaluation of Stage 1 – EOI.	Entrants must agree to the <i>Stage 2 Design Competition T&amp;Cs</i> prior to commencement of the Stage 2 – Design Competition. These will be issued prior to commencement of Stage 2 – Design Competition.	<b>Fees</b> — \$35,000* total for each professional terrace house entrant/team. — \$60,000* total for each professional mid-rise apartment entrant/team. — \$5,000* for each student entrant/team. <b>Awards</b> The Jury may award commendations. These will not receive a cash prize but may be used for promotional purposes. Winners from Stage 2 ( <u>professional category only</u> ) may be eligible to participate in Stage 3 and / or Stage 4 below. Winners from Stage 2 (student category) are not eligible to participate in Stage 3 or 4.
<b>Post-competition</b>			
<b>3 – Design Development for Demonstration Housing Project</b> Design development of the winning designs to enable construction of built demonstration projects.	Only winning professional Entrants from Stage 2 – Design Competition will have the opportunity participate in this stage.	NSW Government organisations intend to work with the winning architect for each site to deliver a built demonstration project. The contract for services will be an amended version of the buy.NSW Infrastructure Advisory Services Contract – Long Form** (please see notes below).	<b>Fees</b> Professional fees for design work to be negotiated under a separate procurement / contract. <b>Awards</b> No award or prize, however, participants will have the opportunity to have their design developed and built as a demonstration housing project in partnership with government.
<b>4 – Design Development for the NSW Pattern Book</b> Design development of nominated winning designs for potential inclusion in the NSW Pattern Book.	Only winning professional Entrants from Stage 2 – Design Competition will have the opportunity participate in this stage.	Winners from the professional category in Stage 2 will be invited to enter into a contract with NSW Government to develop winning design for inclusion in the NSW Pattern Book.	<b>Fees</b> Professional fees for design work to be negotiated under a separate agreement. <b>Awards</b> No award or prize, however, participants will have the opportunity to have their design developed for potential inclusion in the NSW Pattern Book.

### Notes:

\* All fees are in AUD and exclude GST.

\*\* The unamended version of this contract can be accessed at: [https://www.info.buy.nsw.gov.au/\\_\\_data/assets/word\\_doc/0008/1184723/IA-Services\\_-Contract-Long-Form\\_PID\\_edits\\_uploaded.docx](https://www.info.buy.nsw.gov.au/__data/assets/word_doc/0008/1184723/IA-Services_-Contract-Long-Form_PID_edits_uploaded.docx).

**Importantly**, please note that such contract will be amended as required, including:

- to reflect the agreed fees;
- to address any necessary or appropriate transfer of risk and liability between the parties;
- as noted in Clause 1.10, to provide for
  - the transfer of all Intellectual Property Rights to the NSW Government (including for all drawings, images and documentation produced for the pattern book competition PBDC) to

- enable NSW Government to publish, promote, maintain, and distribute finished patterns; and
- a global consent / waiver of all moral rights; and
- such other amendments as GANSW considers necessary or appropriate.

### 3. Competition entry

- 3.1 Entrants acknowledge and agree that they have carefully considered the overview of the entire process for the PBDC and likely subsequent stages, as described in these T&Cs, including, in particular, in Clauses 1 and 2, prior to entering into the PBDC, and that they acknowledge and accept that they may not proceed to any particular stage of the process.
- 3.2 To enter the PBDC, Entrants must submit a response to the Stage 1 – EOI Brief for one of the following competition categories:
  - a) professional; or
  - b) student.
- 3.3 Responses must be prepared in accordance with the Stage 1 – EOI Brief, which sets out the details of the PBDC.
- 3.4 A Jury will be established for the PBDC. The Jury will evaluate Stage 1 – EOI submissions and confirm a shortlist of approximately 15 professional Entrants and 6 student Entrants to proceed to Stage 2 – Design Competition.
- 3.5 The Jury will confirm the following for each shortlisted Entrant:
  - a) the housing typology that the shortlisted Entrant will be required to prepare a Stage 2 submission for (terrace house or mid-rise apartment); and
  - b) the site that the shortlisted Entrant will be required to prepare Stage 2 – Design Competition design(s) for.
- 3.6 The Jury will evaluate Stage 2 – Design Competition in accordance with the Stage 2 – Design Competition Brief. The Jury will award up to 1 winner per site; there will be up to 5 sites in total.
- 3.7 If, for whatever reason, an Entrant is unable to participate in or at any time is removed or withdraws from any stage of the PBDC or likely subsequent stages, the Jury may (in its absolute discretion) select a replacement Entrant for such Entrant.

### 4. Competition governance

- 4.1 GANSW have appointed a Competition Manager for the PBDC who is responsible for the governance of the PBDC (Stages 1 and 2 only) and who undertakes to:
  - a) act in accordance with and ensure compliance with these T&Cs and any future Stage 2 – Design Competition T&Cs;
  - b) make no attempt to unfairly or inappropriately influence the Jury process or any member of the Jury; and
  - c) accept the decision of the Jury as final.
- 4.2 The Competition Manager:
  - a) is responsible for general oversight of the PBDC; and
  - b) will review and affirm the details contained in all PBDC documents before they are released publicly.
- 4.3 The Competition Manager:
  - a) will ensure the Competition is conducted fairly, equitably and with integrity;
  - b) is authorised by GANSW to prepare and coordinate this PBDC;
  - c) will ensure that confidentiality is maintained throughout the PBDC (where required by these T&Cs);
  - d) will confirm that all entries comply in all respects with these T&Cs, and disqualify any entry that does not comply;
  - e) will ensure that Entrants have the opportunity to ask questions and, where practicable and appropriate, receive answers to all questions asked by Entrants;
  - f) will promptly notify Entrants of any material change in the T&Cs, key dates, the Competition Briefs, or the constitution or identity of any of the key participants, including Jury members; and
  - g) must promptly respond and take appropriate action after advice of any actual, potential, or perceived conflict of interest.
- 4.4 GANSW will procure an independent Probity Advisor to oversee the competition process and monitor that all

Entrants are acting ethically, appropriately and in line with these T&Cs.

- 4.5 The Probity Advisor will observe the Stage 1 – EOI evaluation and shortlisting process and the Stage 2 – Design Competition process.

### 5. Competition integrity

#### Equity of Treatment and Access

- 5.1 To ensure that all Entrants are treated equally and have the same access to participation in the Competition, each Entrant must:
  - a) comply in all respects with these T&Cs;
  - b) not act or behave in any way that could bring the PBDC into disrepute or compromise its integrity;
  - c) not act or behave in any way that could inappropriately influence, or be seen to influence, the Jury or any outcome of the PBDC;
  - d) inform the Competition Manager of any actual, potential or perceived conflict of interest; and
  - e) co-operate fully with the Competition Manager to provide any reasonable information requested, or to assist any investigation into potential breaches of these T&Cs.

#### Authorised Communications

- 5.2 Except where these T&Cs provide otherwise, all communications from Entrants or prospective Entrants, including questions, complaints and notices required or permitted by these T&Cs, must be communicated via email in accordance with Clause 12.3.

#### Unauthorised Communications

- 5.3 Other than as prescribed by these T&Cs, each Entrant must not, in relation to this PBDC:
  - a) communicate during the PBDC with any Jury member, representative of GANSW representative of DPHI, or the Competition Manager;
  - b) make or be associated with any public comment about the PBDC or another Entrant; or

- c) make public any confidential information obtained in relation to the PBDC.

### **Lobbying or Seeking Assistance**

- 5.4 Entrants must not request anything from GANSW, any Sponsor, the Competition Manager, or any Jury member, or any advisor to any of the foregoing, with the intent of securing preferential treatment, access to information, assistance or advice that is not available to all other Entrants.

### **Anti-Competitive Behaviour**

- 5.5 Entrants must not engage in any collusion, anti-competitive conduct or similar conduct with any other Entrant or person in relation to their entry in the PBDC at any stage.
- 5.6 An Entrant may be immediately disqualified from the PBDC for any collusive, anti-competitive conduct or similar conduct.

### **Confidentiality**

- 5.7 Apart from anything made public by the GANSW or the Competition Manager, all information provided to Entrants in relation to the PBDC is confidential and must be kept confidential, except where the Entrant is required by law to provide such confidential information to a court or other responsible authority.

### **Complaints Handling Procedure**

- 5.8 All complaints in relation to this PBDC must be directed to the Competition Manager, who will investigate and make a determination in relation to the complaint. Communication to the Competition Manager must be via the protocol in Clause 12.3. Any such determination of the Competition Manager is final.
- 5.9 A complaint must be submitted in writing (by email) as soon as practicable after the circumstances that led to the complaint becoming known. The written complaint must set out, at least:
  - a) the circumstances forming the basis of the complaint;
  - b) the impact of the complaint

- on the person making the complaint;
- c) any other relevant information; and
- d) the remedy or corrective action desired by the person or organisation making the complaint.

## **6. Eligibility requirements**

### **Entrant Eligibility – Mandatory Threshold Criteria**

- 6.1 Entrants in the **student category** must be an individual (or a team of individuals) who are currently enrolled in a recognised architecture degree or course in Australia or international jurisdiction, completion of which will entitle the entrant to future registration to practice as an architect in Australia or the relevant international jurisdiction.
- 6.2 Entrants in the **professional category** must be an individual (or a team including an individual) who is:
  - a) registered as an architect in NSW;
  - b) registered as an architect in an international jurisdiction with reciprocal recognition rights with the NSW Architects Registration Board; or
  - c) registered as an architect in an international jurisdiction and willing to form partnership with a NSW registered architect if successful in Stage 2 of the PBDC.

### **Entrant Ineligibility**

- 6.3 The following are ineligible to enter the PBDC:
  - a) all Jury members of this PBDC;
  - b) any sponsors of this PBDC;
  - c) any person involved in the preparation or organisation of the PBDC;
  - d) DPHI employees;
  - e) GANSW employees; and
  - f) a family member, associate, or employee of any of the above, except where the Competition Manager formally documents that the Entrant has declared the relationship and substantiated, in writing,

that the circumstances of the relationship do not give that Entrant any actual or potential advantage over other Entrants.

### **Withdrawal of an entry**

- 6.4 An Entrant may withdraw their Stage 1 – EOI submission at any time **before** the deadline for submitting entries.
- 6.5 An Entrant who wishes to withdraw **after** the deadline for submitting Stage 1 – EOI entries, may submit a written request to withdraw to the Competition Manager. The written request must be issued to the Competition Manager by the contact details in Clause 12.3.
- 6.6 If an Entrant seeks to withdraw **after** the Competition Jury has confirmed that same Entrant has been shortlisted for Stage 2 – Design Competition participation, the Jury may award that place to an alternative Entrant who submitted a compliant and acceptable Stage 1 – EOI submission.

### **Non-compliant entries and disqualification**

- 6.7 Where an Entrant fails to comply in any respect with these T&Cs, the Competition Manager may disqualify the Entrant. Such non-compliance may include (but will not be limited to):
  - a) breach of any obligation in these T&Cs;
  - b) not submitting an entry before the deadline or, submitting it at a location or in a manner not in accordance with these T&Cs; or
  - c) submitting an entry that does not address all requirements of these T&Cs or the relevant Brief.
- 6.8 Where the Competition Manager deems that a non-compliance can be remedied without undue advantage or disadvantage to any Entrant, the Competition Manager may request the non-complying Entrant to undertake the proposed remedial action and specify the time for it to be



completed. The Competition Manager must promptly notify, in writing, any Entrant who has been disqualified or who is required to undertake remedial action to avoid being disqualified.

#### **Entrant Declaration**

6.9 All Entrants for Stage 1 – EOI must fully complete and sign the Entrant Declaration appended to these Conditions at **Appendix A**.

## **7. Conduct of Entrants**

#### **Entrant Obligations**

7.1 In addition to any other obligations set out in these T&Cs and for the sake of clarity, all Entrants in this PBDC must:

- a) comply in all respects with these T&Cs (and any addendums to those T&Cs);
- b) acknowledge, accept, and fully comply with the T&Cs by completing the Entrant Declaration at **Appendix A**;
- c) respect moral rights and not infringe the Intellectual Property Rights of others in relation to development of their entry;
- d) promptly inform the Competition Manager of any actual, potential or perceived conflict of interest;
- e) make no attempt to unfairly or inappropriately influence the jury process or any member of the Jury; and
- f) accept the decision of the Jury as final.

#### **Disqualification**

7.2 Where an Entrant fails to comply in any respect with these T&Cs, the Competition Manager may disqualify the Entrant.

#### **Others to be bound**

7.3 The Entrant and each Entrant team member must ensure that any person to whom it supplies any documentation related to the PBDC will, in relation to confidentiality, be bound by the terms of confidentiality as set out in these T&Cs.

## **8. Competition timetable**

- 8.1 The timetable in relation to the PBDC is set out in the Stage 1 – EOI Brief Part 2.3 (Competition Timeline). This timetable may be updated as required by GANSW.
- 8.2 Any change to the timetable associated with the competition will be published on the Competition Website. [www.planning.nsw.gov.au/pattern-book-design-competition](http://www.planning.nsw.gov.au/pattern-book-design-competition).

## **9. Submission method**

- 9.1 All Submissions for the Stage 1 – EOI must be lodged before 5:00pm Australian Eastern Standard Daylight-Saving Time on the last date for entries specified in the Stage 1 – EOI Brief Part 2.3 (Competition Timeline).
- 9.2 All Stage 1 – EOI submissions must be addressed to the Competition Manager, and lodged via the competition website nominated in Clause 8.2 above.
- 9.3 All Stage 1 – EOI submissions must be made via the following method:  
  
Digital entry submissions must not exceed **10MB** in total. Only **one consolidated document in PDF format** must be submitted.
- 9.4 Subject to Clause 6.8, late submissions will not be considered.
- 9.5 Upon receipt, all entries will be checked by the Competition Manager for compliance with the requirements in Clause 10.1.

## 10. Submission requirements

10.1 A complying entry in Stage 1 – EOI of this Competition shall be comprised of the following:

### Stage 1 – EOI submission requirements:

Item	Stage 1 EOI submission requirement	Details	Page Limit
1	<b>Eligibility criteria – mandatory threshold requirements</b>	Each Entrant must demonstrate how they meet the Entrant eligibility requirements in accordance with Clauses 6.1 and 6.2 of these T&Cs. Provide certification of professional registration or student enrolment.	1/2 page
2	<b>Entrant declaration</b>	Complete <b>Appendix A – Entrant Declaration</b>	N/A – must use proforma
3	<b>Entrant profile</b>	Profile(s) for each company (where applicable). If the entry is by a consortium team of more than 1 company, only 1 consolidated team profile may be submitted.	1 page
4	<b>Key personnel CVs and capacity</b>	Curriculum vitae(s) summaries for each key personnel confirming individual relevant experience.  Provide a Statement of Capacity which confirms your capability to commence design work for Stage 2 – Design Competition in August 2024, if successful and shortlisted to participate. This statement must also confirm you will: — commit to participation in Stage 2 – Design Competition if you are shortlisted by the Competition Jury; — retain key personnel identified in the EOI for the duration of the Competition; and — retain key personnel identified in the EOI after the Competition period for any required design development.	1 page total for all CVs  1 page capacity
5	<b>Portfolio of relevant experience</b>	Provide illustrated examples of your work to demonstrate experience in similar projects, or otherwise relevant experience. Relevant experience may relate to: the development of “patterns” or similar work, or the delivery of good design outcomes for terrace house and mid-rise housing design typologies.	Max. 3 pages
6	<b>Intended methodology for Stage 2</b>	Explain your intended methodology for developing a repeatable pattern based on your site specific design response for Stage 2.	1 page
7	<b>Capability statement and ability to deliver Stage 2 submission requirements</b>	Provide a Capability statement explaining why your design team should be selected for Stage 2 – Design Competition, including: — opportunities; — challenges; and — understanding of the team required including registered architects, landscape architects, urban designers and engineers.  Design teams must demonstrate their capability to produce the following documentation and visuals for Stage 2 – Design Competition: a) drawings sufficient to communicate the design proposal for the nominated site and typology (plans, sections, elevations, adaptation plans); b) 3D sketches, interior views, perspectives to illustrate the proposal; c) landscape and deep soil diagrams within site and at interfaces; d) a clear explanation of Pattern Adaptation approach in diagrams, drawings and text. That is, how the design can be adapted to sites of varying characteristics; and e) a minimum of 1 photomontage of the base pattern in streetscape.  A full list of Stage 2 – Design Competition submission requirements will be outlined in the Stage 2 – Design Competition Brief which will be released to shortlisted Entrants prior to any design work for Stage 2 of the PBDC.  <b>Note: Entrants in the student category will not be required to produce any photomontages in accordance with e).</b>	2 pages

10.2 Submissions for Stage 1 – EOI **must not** include any design work for the PBDC. This excludes the provision of relevant entrant

experience (i.e., past portfolio work) to meet the Stage 1 – EOI criteria set out above.

10.3 Entrants interested in both terrace house and apartment typologies are to respond with a single EOI submission.

## 11. Stage 1 – EOI: evaluation criteria

- 11.1 The documents submitted in accordance with Clause 10.1 represent the entirety of the material that will be available for consideration by the Competition Jury for Stage 1 – EOI of the PBDC. There will be no Entrant presentations to the Jury.
- 11.2 All EOI submissions will be provided to the Jury for evaluation before the evaluation process commences. Detailed arrangements for the display, assessment and consideration of entries will be agreed by the Competition Manager and the Chair of the Jury.
- 11.3 The Jury will be assisted on procedural and organisational matters by the Competition Manager, but the Competition Manager will not participate in the evaluation of entries or in any decisions of the Jury.
- 11.4 Entries will be evaluated by the Jury on the basis of the entrants' responses to the 7 items set out at Clause 10.
- 11.5 At the conclusion of the Jury's evaluation, all Entrants who have been shortlisted by the Jury to participate in Stage 2 – Design Competition will be formally notified of their shortlisting in writing by the Competition Manager.
- 11.6 Subject to Clause 11.8, an explanation, justification, or opportunity to seek feedback will be provided to unsuccessful Stage 1 – EOI Entrants.
- 11.7 An explanation, justification and rationale for the Jury's decision in the evaluation of entries in Stage 1 – EOI will be included in the final competition report, which will be prepared at the completion of Stage 2 – Design Competition. The final competition report will be published following the conclusion of Stage 2 – Design Competition.

## 12. Stage 1 – EOI: Questions

- 12.1 The Stage 1 – EOI Brief contains relevant background, contextual information, as well as strategic objectives and requirements for the PBDC.
- 12.2 Entrants may ask questions relating to the PBDC to clarify any aspect of:
  - a) these T&Cs;
  - b) the Stage 1 – EOI Brief; or
  - c) any other information considered necessary or desirable to prepare a complying entry.
- 12.3 All questions and communications must be submitted by email addressed to the Competition Manager at [patternbookcompetition@dphi.nsw.gov.au](mailto:patternbookcompetition@dphi.nsw.gov.au)
- 12.4 For Stage 1 – EOI, all questions must be submitted in accordance with the Stage 1 – EOI Brief, Part 2.7.
- 12.5 The Competition Manager will endeavour to respond to questions within 5 working days of receipt, but in any case, not later than the last date for the issue of answers to Entrant questions set out in Clause 8.1.
- 12.6 The Competition Manager's responses will be available online to all current Entrants during the respective stage of the PBDC, except where the question or answer:
  - a) relates to proprietary information of an Entrant; and
  - b) publishing the question or answer would have an impact on the fairness, equity or integrity of the PBDC.

## 13. Stage 1 – EOI: Jury

- 13.1 The chair of the Jury is Abbie Galvin, Government Architect NSW. The chair will conduct meetings of the Jury.
- 13.2 The Jury will comprise 5 members including the chair. Other members will include a nominee from the AIA and 3 design experts (architecture, urban design and landscape).
- 13.3 The Jury chair will determine, in consultation with the

Competition Manager, whether decisions of the Jury will be by consensus or majority vote.

- 13.4 The Jury:
  - a) will make decisions (as set out in these T&Cs), which are final, and which will be made public at a date determined to be appropriate by the Jury, but no later than the date in which the competition report is published;
  - b) may, but only in exceptional circumstances and after consultation with the Competition Manager, make a decision differently to that proposed in these T&Cs;
  - c) may award a winner per "site" for Stage 2 – Design Competition only;
  - d) will finalise its Jury Report prior to the date for public announcement of the winners and runners up; and
  - e) members will remain the same at both stages of the PBDC, subject to the need for inclusion of any reserve juror at the discretion of the Jury chair and / or Competition Manager.
- 13.5 The criteria or basis for evaluating entries for Stage 1 – EOI are as set out or referred to in Clause 10.
- 13.6 The jury will be supported by the following advisors, where deemed necessary, primarily for Stage 2 – Design Competition:
  - a) Advisory panel – comprising senior executives from Landcom, Homes NSW, SOPA; and
  - b) Technical advisors – cost, construction methodology, planning, buildability and the like.
- 13.7 The rationale for the Jury's decisions will be set out in a formal competition report to GANSW, signed by all jurors.
- 13.8 The competition report will be available to GANSW prior to the public announcement of the winner(s). After such announcement, the competition report will be available to all Entrants and, in the interests of transparency and accountability, made public.

## 14. Competition fees and prizes

- 14.1 Stage 1 – EOI will not require any design work and thus, there will be no competition fee associated with this stage.
- 14.2 Competition fees will be awarded to each shortlisted entrant in Stage 2 – Design Competition. Details of payment will be provided in the Stage 2 – Design Competition Brief and Stage 2 – Design Competition T&Cs.

## 15. Promotion and exhibition

- 15.1 The Entrant grants GANSW a world-wide, royalty free, non-exclusive, perpetual, freely transferable, sub-licensable and irrevocable licence to use, edit, and reproduce the Entrant's submissions, subject to full and accurate attribution of the Entrant in each instance, for the purposes contemplated by this Clause 15.
- 15.2 GANSW, with the assistance of the Competition Manager, will be responsible for promoting the PBDC, in relation to:
- a) the call for entries;
  - b) any public exhibition or publication of submitted entries;
  - c) the announcement of winners; and
  - d) any other promotional activity deemed necessary or desirable as part of the PBDC.
- 15.3 GANSW may arrange for the public exhibition or publication, either physically or online, of all awarded entries.

## 16. General conditions

### Intellectual Property and Copyright

- 16.1 Ownership of all Intellectual Property Rights in submitted materials for Stage 1 – EOI remain with the Entrant.
- 16.2 The Entrant warrants that in preparing their Stage 1 – EOI submissions, there has been no infringement of the Intellectual Property Rights or other rights

of any third party, and that they have obtained any necessary licences or assignments from third parties.

### Moral Rights

- 16.3 In relation to any publication, exhibition or public dissemination of Stage 1 – EOI submissions, GANSW and Competition Manager will take all reasonable action to preserve the moral rights of the Entrant.
- 16.4 Moral rights for Stage 2 – Design Competition will be clarified in the Stage 2 Competition Brief and Conditions, which will be issued to shortlisted participants prior to commencement of Stage 2 – Design Competition.

### Entrant Costs

- 16.5 GANSW and Competition Manager will accept no responsibility for any costs incurred by an Entrant resulting in any way from their participation in Stage 1 – EOI of the PBDC.
- 16.6 All costs associated with the preparation and submission of an entry into Stage 1 – EOI of the PBDC, including labour, materials, and any indirect costs such as photography, travel and sub-consultant costs must be met by the Entrant.
- 16.7 Reimbursement of costs in relation to Stage 2 – Design Competition will be clarified in the Stage 2 – Design Competition T&Cs, which will be issued to shortlisted participants prior to commencement of Stage 2 of the PBDC.

### Conflict of Interest

- 16.8 For the purpose of this PBDC, a 'conflict of interest' will occur where an Entrant or any associate has any business, personal or other relationship that could result in, or could reasonably be perceived to result in, the Entrant gaining a benefit not available to all other Entrants in the PBDC.
- 16.9 A 'benefit' for the purpose of this Clause includes

non-financial benefits or relationships that might not be considered "material" at law.

- 16.10 An actual or potential conflict of interest may be declared by the affected Entrant, any other Entrant, the Competition Manager or GANSW.
- 16.11 On becoming aware of any actual or potential conflict of interest, the relevant person must immediately notify the Competition Manager in writing.
- 16.12 The Competition Manager will then determine whether:
- a) the Entrant will be required to withdraw from the PBDC; or
  - b) the Entrant may continue in the PBDC, subject to the Jury being advised of the relevant circumstances of the conflict; or
  - c) some other action(s) are required to deal with the conflict.
- 16.13 The Competition Manager will promptly notify all Entrants of any material change in the T&Cs, timetable, Stage 1 – EOI Brief, or the constitution or identity of the Jury members.

### Indemnity

- 16.14 To the extent permitted by law, DPFI, GANSW, the Competition Manager and Jury members will have no liability arising from these T&Cs or the PBDC, including in relation to:
- a) rights of the Entrant or any associate regarding any alleged misrepresentation in the provision of information as part of the PBDC; and
  - b) any Entrant information, including proprietary or confidential information, designs or other entry material during its submission or at any time while in the possession of the Competition Manager.
- 16.15 The Entrant agrees to indemnify and hold harmless the DPFI, GANSW, Competition Manager, Jury members and all their respective officers, employees, contractors, agents and associates and keep them indemnified and



held harmless in respect of any loss suffered as a result of:

- a) breach of these T&Cs by the Entrant or any third party associated with the Entrant;
- b) negligence of the Entrant or any third party associated with the Entrant, and
- c) any unlawful act, omission or fraud of the Entrant or any third party associated with the Entrant in connection with the PBDC.

16.16 Such indemnity does not apply to the extent that the loss is caused or contributed to by the breach, negligence or other wrongful act or omission of DPHI, GANSW, the Competition Manager, or Jury members.

### **Governing Law and Jurisdiction**

16.17 These T&Cs are governed by the laws applying in the State of New South Wales, Australia.

16.18 The parties submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

16.19 The Entrant must comply with all relevant laws in preparing and submitting their entry and participating in the PBDC.

16.20 To the extent of any inconsistency between the T&Cs and the Stage 1 – EOI Brief, the terms of the T&Cs will prevail.

## **17. Definitions**

In this document, capitalised words have the meaning assigned to them below:

### **Competition Manager**

means Gyde Consulting, including the following personnel:

- a) Mel Krzus, Director.
- b) Yvonne Kanti, Senior Associate.

### **Intellectual Property Rights**

means all present and future rights throughout the world conferred by any law in or in relation to any patent, design, registered design, trademark, name (including domain names), copyright, circuit layout, software, database, invention, know how, business process or other protected right, in each case whether registered or unregistered

and including all rights in all applications to register, renew or extend these rights.

**Jury** means the evaluation, assessment and judging committee for the PBDC established in accordance with Clause 13.

**PBDC** means the NSW Housing Pattern Book Design Competition.

**Probity Adviser** means an independent consultant monitors probity matters throughout the competition and who provides advice and assistance where required.

**Stage 1 – EOI Brief** means the brief for Stage 1 – EOI of the PBDC as available at: [www.planning.nsw.gov.au/pattern-book-design-competition](http://www.planning.nsw.gov.au/pattern-book-design-competition)

**Stage 2 – Design Competition Brief** means the brief for Stage 2 of the PBDC, as will be made available to successful Entrants prior to the commencement of Stage 2 – Design Competition.

**T&Cs** means these Terms and Conditions.

# NSW Housing Pattern Book Design Competition

## Appendix A Entrant declaration form

**This form, fully completed and executed, in English, is to be included as a separate accompanying document with any Stage 1 – EOI Submission.**

I/We

Name of entrant  
of

Address of entrant

Address (line 2)

City

State

Country

Postcode

Phone contact

Email address

Confirm and declare that:

- I/we have read and understood the T&Cs and agree to be bound by them; and
- I/we have complied with the T&Cs in relation to the stage of the Competition to which the accompanying submission relates; and
- I/we will comply with the T&Cs in relation to any later stage of the PBDC to which any future submission relates; and
- I/we meet all relevant eligibility provisions of the T&Cs; and
- the work and materials submitted is the original work of the Entrant, or I/we have all necessary consents, indemnities, licences or assignments to present the material submitted as the work of the Entrant; and
- the person signing the declaration on behalf of the Entrant warrants that they are duly authorised to act on behalf of the Entrant and make the above declarations.

- Professional category – terrace house typology only
- Professional category – mid-rise apartment typology only
- Professional category – both terrace house and mid-rise apartment typologies
- Student category – terrace house typology only

Dated this \_\_\_\_\_ day of \_\_\_\_\_  
Day Month Year