

The National Gallery of Victoria invites you to participate in the 2019 Architecture Commission Design Competition.

This is a two-stage annual design competition open to teams led by a registered architect. Teams can include Australian and international members and may bring together various design and broader creative disciplines to propose a project that explores new terrain for an architecture commission – from a conceptual, material or formal sense. The Gallery encourages a collaborative and multi-disciplinary design approach.

An anonymous Stage One calls for high level design proposals, of which up to five will be chosen to proceed to a paid Stage Two.

This document contains the Brief and the Conditions. Attachments include Site Information and a Submission Form.

Please read all documents carefully, in preparation for your Submission.

INTRODUCTION

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The NGV Architecture Commission

Introduction

Design and architecture has become an important part of the NGV's thinking across all aspects and platforms of the institution. In recognition of this central role for design and architecture our long-term design strategy informs an ambitious program of exhibitions, programs and commissions.

The NGV Architecture Commission offers a unique opportunity for any Australian architect to propose a compelling design idea for presentation within one of Australia's great civic and cultural spaces – the Grollo Equiset Garden at NGV International.

Through this competition we encourage architects across Australia to get involved and submit evocative and compelling proposals for a temporary architectural intervention which connects with our audiences and communicates the ideals, ambitions and values of architecture within the public realm.

Tony Ellwood
Director

Commissioning Architecture

Architecture increasingly displays a curiosity to explore new thresholds of practice, knowledge, skills and engagement. In the backyard of Australia's busiest gallery, the NGV Architecture Commission offers a unique opportunity, to enable good ideas to become a reality, and through doing so, to create new ways for architecture to engage with people.

The Commission is an open invitation for our audiences to look afresh at and to physically engage with architecture up close – as a tactile experience that is less about the traditions of building than it is about the potential of experimentation.

It is an architecture-led conversation, where a broad spectrum of audiences can interact, participate, examine, communicate, think and feel. We invite design proposals that create opportunities to open the mind to new ideas, or to stop and reflect, bringing together ideas and materials that present new trajectories of architecture.

Ewan McEoin
Senior Curator, Contemporary Design and Architecture

DOCUMENT 1 PART A:

DESIGN BRIEF



DESIGN BRIEF

1. Scope

2019 marks the fifth year of the NGV Architecture Commission (the Commission), which invites architect-led multi-disciplinary teams to propose ideas for an architectural commission within the NGV's Grollo Equiset Garden (the Garden) over the summer of 2019/20. While titled an architecture commission, the ambition of the Commission is to offer an opportunity for architecture to be enacted and experienced in the broadest sense. To this end the Gallery encourages proposals that promote collaborative thinking, demonstrating the capacity of architecture, design, and other forms of creative practice to converge in ways that actively engage the community.

Competitors are invited to activate the garden with an engaging temporary structure or installation. Design proposals could fulfil various roles including a performance space, a work of speculative architecture, a landscape intervention, a place designed for playful interaction, or an immersive space for reflection. The successful concept should be capable of performing multiple functions, with a 'default setting' that self activates through audience participation.

The NGV garden is a unique cultural and civic space in the heart of Melbourne, yet it is also a sculpture garden built on a roof deck structure, and as such presents a particular set of challenges – spatially and technically. As such the commission is expected to deliver a compelling response to the site while also utilising low impact design and construction methodologies that intelligently respond to the site condition.

2. Project Understanding

- The Project is a temporary installation; however, it must be sufficiently durable to sustain use and interaction by large audience, for up to six months;
- The primary ambition for the Project is to produce an evocative architectural intervention that may be expressed in spatial, material, temporal and/or electronic form;
- It is not intended nor required that the Project has a life beyond its installation in the Garden. This makes it imperative that the Project strives for excellence in relation to environmental sustainability during construction, use and post-use;
- Any requirements within the final design, for elements such as furniture, fixtures, lighting and sound, must be taken into account, and carefully considered, within the design concept;
- The intended use of the Project is not predetermined and will vary in response to the winning design. While the project may provide shelter or take the form of a venue or enclosure, this is not a requirement of the commission;
- The Project is not intended, nor required as a space for the formal delivery of events. Therefore, it is the Gallery's preference that audience participation or activation is approached as an integral aspect of the design idea;
- The Project is to be located within the Grollo Equiset Garden at NGV International and as such the sculptures, trees (and their roots), and permanent features of the garden must remain unaltered. Similarly, the fire egress within the garden should remain unaltered;
- The Gallery is committed to universal accessibility within its cultural program. Competitors are therefore encouraged to design for universal access;
- As the site is a roof deck with significant sub-surface services and shallow coverage, the design of the Project should strive for a lightweight structural solution. Large footings or sub-surface elements should be minimised; and,
- The design of the Project must observe any loading constraints of the existing site.

3. The Site

The Garden is located at the rear of the NGV International on St Kilda Road, Melbourne. The NGV and original garden was designed by renowned Melbourne Architect Roy Grounds and opened to the public in 1967.

The Garden underwent a significant redesign a decade ago, at the time of the NGV's renovations by the architect Mario Bellini in collaboration with Metier 3. Refurbishments were intended to provide an accessible, relaxing, yet vibrant garden. Work began in 2006 and the Garden, including its children's playground, and was reopened in 2006.

The Garden includes approximately 2,500 square metres of drought-resistant Kikuyu grass and approximately 600 square metres of honed bluestone paving.

Competitors are strongly advised to carefully consider the limitations of the site as a roof deck structure, with limited capacity to accommodate sub-surface elements such as footings.

Water is a significant feature of the Garden. Rainwater is collected from the roof and drains into five moats around the gallery, one of which is situated in the Garden. This in turn is used to water the lawn and planting.

Another significant element of the Garden is the collection of several major sculptures that are located throughout the Garden.

The Garden provides a peaceful and engaging space for visitors to take time out when visiting the gallery. Visitors represent a wide range of demographics, from children and parents, to teenagers lolling on the grass or workers enjoying a lunchtime refuge.

DESIGN BRIEF

The Garden also provides a special ambiance for evening events and activities, hosting a range of public programs, entertainment and summer activities. It is intended that the Commission engages with and extends this existing program, both formal and informal, activating the Garden as an extension of the NGV's exhibitions and events program.

Climate

The Garden is prone to strong cross winds and significant temperatures in the summer due to direct overhead and western sun. While it is not a requirement that design propositions form an enclosure, where appropriate to the design proposal, Competitors are asked to consider the capacity of their design to respond creatively to the summer weather patterns, and the capacity of the Commission to mitigate such weather impacts on the Garden.

4. Budget and delivery

A project budget (Project Budget) is up \$250,000, for the delivery of the Commission. This amount is to include all aspects of the Commission's delivery, including all materials, services (with the exception of the Winner's fees, which are funded separately) and licensing, as required.

To the extent that the Commission involves prototyping, model making or pre-fabrication, such costs may be included within the Project Budget, subject to Client approval.

The Client will contract a contractor, in discussion with the Winner, to deliver the Commission. The Winner is expected to work closely with the contractor, to ensure a successful translation of design intent to built outcome. For a full programme schedule see Attachment 1.

The budget for the Project is modest, requiring a thoughtful and site specific design, to maximise deployment of the available resources. Competitors are therefore encouraged to explore fabrication and installation methods and material options that maximise the Commission's opportunity within the given budget.

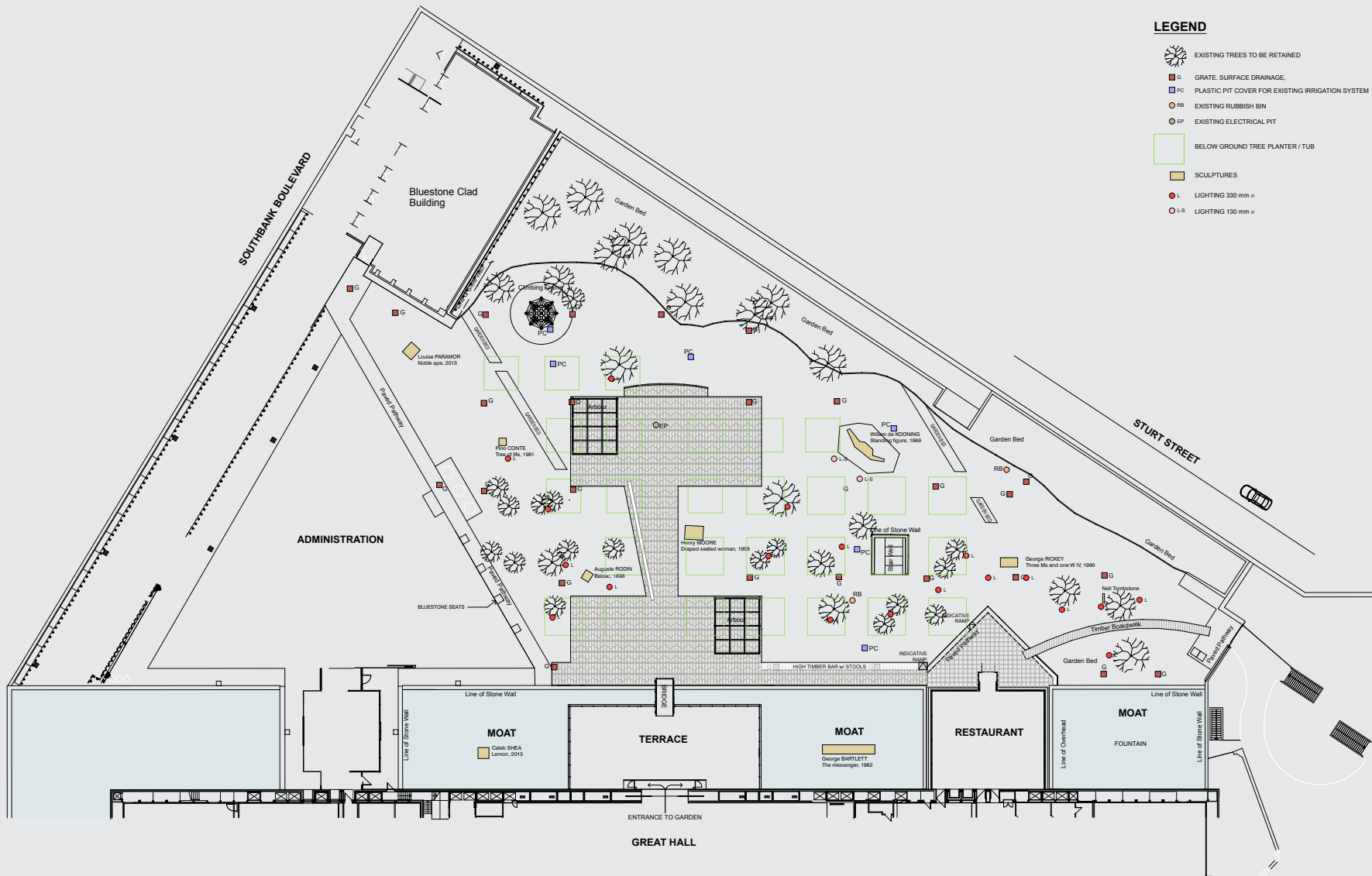
When considering the combined factors of high wind-loading, limited anchor points and footings, high visitor traffic numbers and modest budget, Competitors are encouraged to carefully consider the viability of their proposal, optimizing the efficiency of installation, so that a strong conceptual idea is underpinned by a rigorous fabrication and installation proposal.

5. Installation

The Garden is an important part of the NGV's programmed space and as such, the NGV encourages Competitors to consider installation processes that cause minimal disruption to the Garden and its users. Competitors are also asked to consider the time constraints associated with the Commission, which has a relatively tight schedule for both installation and de-installation.

Installation works must take care to avoid impact on existing trees (and their roots), underground services and/or structural loads that may threaten the integrity of the Garden's foundations. For further information, please see Site information.

Installation works must take care to avoid impact on underground services and/or structural loads that may threaten the integrity of the Garden's foundations. For further information please see Site information.



LEGEND

- EXISTING TREES TO BE RETAINED
- GRATE SURFACE DRAINAGE
- PLASTIC PIT COVER FOR EXISTING IRRIGATION SYSTEM
- EXISTING RUBBISH BIN
- EXISTING ELECTRICAL PIT
- BELOW GROUND TREE PLANTER / TUB
- SCULPTURES
- LIGHTING 330 mm ø
- LIGHTING 130 mm ø



NOTE: Work to figured dimensions when given, written dimensions take precedence over scaled drawings. Check all dimensions on site prior to construction. All drawings referred to belong to the same set. All dimensions are given in millimeters unless otherwise stated.

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NGVI
Garden
Landscape Plan

Drawn By: BG Checked By: AF
Phase: FOR INFORMATION ONLY

Date: 21/11/18
Scale: 1:500@ A3

REV: A
ID: 1.1

DOCUMENT 1 PART B:

CONDITIONS



CONDITIONS

6. Invitation

The NGV invites architect-led teams, to participate in the National Gallery of Victoria Architecture Commission Competition (The Competition).

The Competition is a two-stage design competition that will be run consistent with best practice. The Competition seeks compelling design proposals that will deliver a distinctive new commission for the Garden in 2019.

7. Competition objectives

The objectives of the Competition are:

- Develop an understanding of a range of options and approaches to what the Commission might be in 2019;
- Select a Competitor with a design proposal that is both most resonant and inspiring, while also being viable within the constraints of this brief;
- Achieve a high level of assurance regarding buildability within the available budget;
- Achieve a high level of assurance regarding cost estimates, as a result of both;
 - > A high level cost estimate (in Stage Two), confirming that the design proposal can be accommodated within the estimated budget for the project (the Project); and,
 - > A sufficiently detailed design response that allows the Project Advisor and Engineering Advisor (see clause 9) to independently verify the high level cost estimate; and,
- Develop supporting material as required to communicate the proposal and the competition process to the public.

8. Management of the Competition

The Competition proponent is the National Gallery of Victoria.

Advisors

Competition Advisor

Andrew Mackenzie Director City Lab

Probity Advisor

Jared Heath Partner, Corrs Chambers Westgarth

Project Curator

Ewan McEoin Senior Curator, Contemporary Design and Architecture, NGV

Other technical advice will be determined pending requirements.

9. Competition Jury

The Jury will be responsible for selecting Shortlisted Competitors from Stage One Submissions and, at the conclusion of the Competition, select the Nominated Winner, along with a Reserve Winner, in the event that the Nominated Winner for any reason fails to sign the Contract to fulfil required services during Design Development.

The Jury's evaluation in both Stage One and Stage Two must be undertaken in accordance with the Evaluation Criteria clause 12.d. The Jury may not consider any Submission if the Competitor is assessed by the Competition Advisor (in consultation with the Client) to be ineligible or otherwise disqualified in accordance with these Conditions.

All decisions by the Jury on the selection of the Shortlisted Competitors and the Winner and Highly Commended designs will be final.

The Jury members are:

Andrew Clark	Deputy Director, NGV
Clare Cousins	Principal of Clare Cousins Architects, and national president, Australian Institute of Architects
Jill Garner (Chair)	Principal of Garner Davis Architects and Victorian Government Architect.
Corbett Lyon:	Co-founder Lyons Architecture and Visiting Professor at MSD, NGV Trustee
Timothy Moore	Director, Sibling Architecture

10. Client Advisory Group

A Client Advisory Group has been established is to review submissions prior to the Jury sitting in Stage One and Two, and to provide stakeholder advice and comment with regards submitted design proposals. Advice and comments from the Client Advisory Group must be undertaken in accordance with the Evaluation Criteria clause 12.d.

Ewan McEoin (Chair)	Senior Curator Contemporary Design & Architecture
Don Heron	Head of Exhibition Design
Donna McColm	Head of Audience Engagement
Lucy Hastewell	Head of Assets, Facilities and Information Services

11. Participation

a. Eligibility

In order to be eligible to compete in this competition your team must:

- Be led by a registered architect within Australia.
- Provide a signed copy of the Competition Stage One Submission Form as supplied to all Registrants, in which the Competitor accepts the Competition Conditions in full.

CONDITIONS

b. Competition documents

Please note:

Document 1 is available at the NGV competition page and also [here](#). Documents 2 - 4 are electronically sent to all Registrants at the commencement of Stage One.

Document 1 Registration Form

An online form that must be completed in order to Register to participate in the Competition.

Document 2 Design Brief and Conditions:

This document sets out the Client's design intent for the design proposals and introduces the Competition requirements, processes and procedures.

Document 3 Site Information:

Site documentation and logistics along with information to enrich the Brief.

Document 4 Submission Form:

This form must be completed and supplied along with your Stage One submission.

c. Registration

Those eligible to register may do so only once, and each Registrant may lodge only one submission. To register for the Competition, Competitors are to complete the online Registration form and submit to the Competition Advisor, in accordance with Registration form instructions.

Registration closes one week prior to Stage One closes, as per Timetable. No Registrations will be accepted after this time. Within 48 hours of receipt of a compliant Registration form the Competition Advisor will issue a registration number (Registration Number), which must be used on your entry submission as outlined in clause 14.

d. Application of Competition Conditions

By Lodging a compliant Submission, all Competitors are legally bound by the Competition Conditions. The Competition Documents, and the information contained in them, must be used in accordance with these Competition Conditions.

These Competition Conditions apply to:

- The Competition Documents identified in clause 12 and any other information obtained, received or made available in connection with the Competition including any revisions or addenda;
- All aspects of the Competition process as outlined in this document and all related documents; and,
- All communications (including any briefings, presentations, meetings or negotiations) relating to the Competition.

If a Competitor fails to comply with any of the requirements, processes and procedures of the Competition Conditions, the Competitor may be disqualified from the Competition.

e. Disqualification

The Competition Advisor may disqualify any Competitor or Registrant that fails to comply with the Conditions, including as a consequence of the following:

- Submission lodgement after the closing time or is otherwise lodged contrary to lodgement conditions as specified in clause 15;
- Submission does not substantially address The Brief;
- Stage One Submission discloses, directly or by inference, the identity of the Competitor;
- Submission is deemed likely to cause offence to the public;
- Competitor does not submit materials as consistent with deliverables as itemised in clause 14;
- Competitor improperly attempts to influence the Jury;
- Competitor communicates directly with any member of the Jury or Advisors for the purposes of seeking unequal advantage; and,

- Competitor acts are deemed to negatively impact the integrity of the competition.

In considering disqualification the Competition Advisor will consult the Client and the Proby Advisor. The Competition Advisor will notify the Competitor in writing in the event of disqualification. The decision of the Competition Advisor will be final and no further communication will be undertaken by the Competition Advisor.

f. Withdrawal of Submission

A Competitor who wishes to withdraw a Submission must provide the Competition Advisor with written notice of its withdrawal. Confirmation of the withdrawal of the Competitor's Submission may take up to 48 hours to process.

g. Anonymity

Stage One of the Competition will be conducted as an anonymous competitive process. Registrants and Competitors are responsible for maintaining the anonymity of their participation in Stage One, and in particular for the Submission complying with Deliverable requirements in clause 13 in relation to anonymity.

12. The Competition Process

The following is a summary of the process that will be followed in conducting this Competition.

- The Competition is a two stage open design competition;
- Stage One of the Competition will be conducted as an anonymous competitive process;
- Competitors are to provide high-level design concepts in Stage One.
- A Jury will evaluate all submissions and select up to five Competitors to participate into Stage Two;
- A maximum of five shortlisted Competitors will be invited to develop their proposals to a higher level of design development in Stage Two;

CONDITIONS

- At the end of Stage Two the Jury will select a Nominated Winner, as well as a Reserve Winner;
- Pending the agreement of terms, the Nominated Winner will be contracted to deliver all necessary design services to complete the Commission. A fee of will be paid to the Winner on completion of the Commission, in accordance with Clause 13.h; and
- A Construction budget of no less than \$250,000 will be available to include all materials, fittings, equipment and services required to complete the project.

b. Competition Timetable

The Competition timetable (Timetable) is set out in Attachment 1. In the event of any changes, Registrants/Competitors will be notified in writing.

c. Transfer of rights

Competitors are prohibited from selling, assigning or transferring any of their rights in relation to participation in the Competition to a third party.

d. Language

All documents submitted for the Competition must be in English.

e. Evaluation criteria

In reviewing the Submissions the Jury will have regard to the following equally weighted evaluation criteria (Evaluation Criteria):

1. Overall quality of response to the brief;
2. Effective communication of a thought-provoking, resonant and relevant creative concept;
3. Capacity of the creative concept to engage NGV audiences;
4. Inventive use of fabrication, materials, planning, and all other real or virtual design media;
5. Demonstrated buildability of the scheme within the context of the available budget, the site's limitations and opportunities; and,
6. Understanding of the site, its form, scale and context.

The Jury will be guided in its assessment of Criteria 5 by the technical advisors (Technical Advisors).

f. Communications & Correspondence

All questions related to the Competition Conditions or Brief must be submitted in accordance with clause 12g. With the exception of probity concerns or complaints, which will be managed in accordance with clause 17d, all communications in relation to this Competition must be addressed in writing to the Competition Advisor.

Under no circumstances are communications to be directed to the NGV, the Jury members or any other Advisor.

g. Competition Questions

Questions to clarify matters within the Conditions and Brief (Competition Questions) may be asked within the Question period as identified in Attachment 1. All requests for information or clarification regarding the Competition should be submitted to: NGV@citylab.com.au

Competition Questions submitted by other means will not be accepted.

Please note that questions and responses will be released to other Registrants in Stage one, and Competitors in Stage Two, and should therefore not include proprietary or confidential information. The NGV and the Competition Advisor will not be liable to a Competitor for publishing such information. The Competitor releases and indemnifies the NGV and the Competition Advisor from, and against, any loss or damage that they may suffer as a result of the publication of any proprietary or confidential information released by the NGV or the Competition Advisor.

Every effort will be made to process questions promptly.

h. Fees and Prizes

Shortlisted Competitors in Stage Two will receive a \$5,000 ex GST honorarium, paid as 50% upon commencement of Stage Two, and 50% upon lodging a compliant Stage Two submission. The NGV will accept the decision of the Jury and undertakes to engage the Winner for the delivery of design services for the Commission, pending Contract agreement.

A fee of \$20,000 ex GST will be paid to the Winner, as follows:

- 50% on completion of Design Development
- 50% on completion of the project

i. Notification of award and exhibition

Competitors will be notified by the NGV of the name of the Winner in accordance with the Timetable. All Competitor submissions will be retained by the NGV. The NGV reserves the right to publish, exhibit or otherwise use Submissions within communications related to this commission.

j. The NGV's right not to proceed with Project

The NGV reserves the right, in its absolute discretion, to not enter into the Contract with any Competitor (including the Winner), to not proceed with the Submission of the Winner and to not proceed with any Project in relation to the Competition for any reason.

k. Contract

The NGV may, in its absolute discretion, determine to proceed with the Project, at which time the NGV may enter into the Contract with the Winner, in the form set out in the contract Attachment 2 (the Contract).

The Winner acknowledges and agrees that it will immediately upon written notification by the NGV, execute the Contract. It also acknowledges that it may be required to modify and amend their proposed design within Design Development and Construction.

CONDITIONS

j. Arrangements for Contract

Before entering into the Contract with the Winner, the NGV will determine if the Winner has resources to perform the Contract effectively. Where the NGV deems it a requirement, it may require the Winner to;

- Register with the Architects Registration Board of Victoria; and/or
- Form an association with an architectural practice to collaborate with and/or be parties to the Contract.

13. Stage One and State Two Deliverables

a. Stage One Design Deliverables

The competitor's Registration Number must appear on the bottom right of each panel. Markings that reveal the Competitor's identity are not permitted and may be grounds for disqualification.

Stage One Competitors are required to submit designs in accordance with the following specific format and content:

- A completed and signed Stage One Submission Form;
- 1 x landscape orientated A1 panel (300 dpi) including a 'Hero' image as sketch, render or montage, annotated with short introductory text articulating the creative concept of no more than 150 words;
- 2 x A1 panels (300 dpi landscape) including: Sufficient information to provide a clear understanding of conceptual idea, construction methodology, material choices and primary structural considerations in the context of the site;

Sufficient illustrations to show the proposed design's relationship to and interactions with the site, in particular relationships to existing elements artworks, trees and structures and the requirement of ground works and sub-surface elements;

Explanatory text presenting an overview of the proposal's design intent, in response to the evaluation criteria, no more than 500 words; and,

- 1 x landscape oriented panels (300 dpi) including: methodology of construction, including proposed components, assembly and sequencing methodology.

The compressed folder for Stage One Submissions must total no more than 20 MB, and must carry your Registration Number. Each file within the compressed folder must carry your Registration Number and be numbered as follows:

[registration number]: file 1 of 4

[registration number]: file 2 of 4 etc

b. Stage Two Design Deliverables

The competitor's name and the submission title must appear on the bottom right corner of each drawing.

Stage Two Competitors are required to submit designs in accordance with the following specific format and content.

- A completed and signed Stage One Submission Form
- 1 x landscape orientated A1 panel (300 dpi) including: High resolution render annotated with short introductory text further communicating the creative concept of no more than 150 words;
- 2 x landscape orientation A1 panels (300 dpi) including: Technical drawings, including material choices and structural details, sufficient to allow independent review and verification of the Cost Estimate, and a determination of the Submission's viability within the given budget and limitations of the site;

Highly resolved illustrations that illustrate the proposed design's relationship to and interactions with the site;

Explanatory text presenting an overview of the proposal's design intent, in response to the evaluation criteria, no more than 500 words; and,

- 1 x Excel document including; High level Cost Estimate with all information fields completed as outlined in Attachment 3.

The compressed folder for Stage Two Submissions must total no more than 100 MB and must carry your Competitor Name. Each file within the compressed folder must carry your Competitor Name and be numbered as follows:

[Competitor Name]: file 1 of 4

[Competitor Name]: file 2 of 4 etc

14. Lodgement

Competitors must lodge their Submission as an electronic file transfer via Hightail, Dropbox or WeTransfer. Links are to be sent to the Competition Advisor: NGV@citylab.com.au Submission documents must be lodged, on or before the Stage One or Stage Two date and time (as appropriate), as identified in Attachment 1 the Timetable.

All Competitors will be notified of receipt within 24 hours of lodgement close. You may relodge your Submission multiple times, up until lodgement close. However, relodged Submissions are required to be sent in full, inclusive of all documents and information. Partially relodged Submissions may not be accepted. Where a Submission is relodged, the last file upload will be taken as the final Submission response. Submissions lodged after the closing time or in a manner that is contrary to that specified in these Competition Conditions may be disqualified from the Competition, except where the Competitor can clearly demonstrate (to the reasonable satisfaction of the Competition Advisor) that late lodgement of the Submission:

CONDITIONS

- resulted from the mishandling of the Submissions by the Competition Advisor; or
- was hindered by a major incident or technical fault (of which there is documented evidence), and the integrity of the Competition will not be compromised by accepting a Submission after the closing time.

Subject to these conditions above, Submissions lodged after the closing time may be recorded by the Competition Advisor. In the event that a Submission is disqualified due to late receipt, the Competition Advisor will notify the Registrant or Competitor in writing.

A Submission will be deemed lodged, when it is received by the Competition Advisor. The determination by the Competition Advisor of a Submission's late receipt, and whether it is accepted, is based on the above considerations and is final.

15. Abandonment

The NGV reserves the right and power, in its absolute discretion, to abandon the Competition at any time.

16. The Integrity of the Competition

The success of the Competition requires all Competitors to adhere to strict standards of behaviour throughout the process. It is imperative that the probity of the process is maintained and that all Competitors are treated equally and have the same opportunity to participate in the Competition.

The Competitor acknowledges and agrees, as a condition of its participation in the Competition:

- to comply with these Competition Conditions;
- to act at all times consistently with the above governing principles and not to engage in activities or behaviour which bring, or which have the potential to bring, any part of the Competition into disrepute or so as to compromise

- the probity, integrity or equality of the Competition;
- not to seek from the NGV or its Advisors or Jury preferential treatment or consideration or preferential access to information, assistance or advice with respect to any part of the Competition;
- not to seek access to, disclose, publish or otherwise misuse confidential information obtained, received or made available from the NGV or pertaining to any other Competitor;
- not to improperly interfere with the consideration of any Submission, the preparation or making of any report, recommendation or decision of the Jury in relation to any part of the Competition;
- not to improperly interfere with the NGV's decision as to whether to proceed with any Project; and
- to cooperate fully with the Client including, by providing relevant information, to enable any necessary investigations relating to potential breaches of these Competition Conditions.

17. Unauthorised communications

Communications (including promotional activities) by Competitors, the Jury, or any Advisors engaged by the NGV for the purposes of the Competition are not permitted during the Competition in relation to the Competition.

Competitors must not otherwise engage in any activities that may be perceived as, or that may have the effect of, influencing the outcomes of the Competition in any way. Communications with any person in relation to the Competition other than in accordance with the Competition Conditions may lead to disqualification of the Competitor.

- a. Anti-lobbying, improper assistance and solicitation
Registrants and Competitors are prohibited from engaging either directly or indirectly in lobbying activities or improper

interference of the Jury or the NGV, or engaging in any activities that are likely to give rise to the perception that they have engaged in lobbying activities or improper interference with respect to the Competition.

Registrants and Competitors must not seek or obtain the assistance of the Jury, or the Competition Advisor or Advisors engaged by the NGV for the purpose of the Competition in the preparation of their Submission.

b. Confidentiality of NGV information

The Site Information and any information provided to Registrants and Competitors is confidential unless and until the NGV decides that it may be released to the public.

Registrants and Competitors must not make or encourage, public comment in relation to its Submission, its participation in the Competition or any other matter or thing relevant to the Competition without the prior written consent of the Competition Advisor.

c. Confidentiality of Submissions

As a Competitor's Submission may contain information that may cause harm to that Competitor if disclosed to another Competitor or generally, as well as information that may if disclosed expose that Competitor unreasonably to disadvantage, the NGV and the Competition Advisor will maintain the confidentiality of Competitors and Submissions in accordance with these Conditions. The NGV and Competition Advisor will maintain the confidentiality of all Competitors until the announcement of Stage Two shortlisted Competitors, or at the discretion of the NGV, until the Winner is announced.

d. Complaints

The NGV is committed to ensuring that the Competition works equally and fairly for all parties. Any complaint about the

CONDITIONS

Competition must be submitted in writing immediately upon the cause of the complaint arising or becoming known. This complaint must be sent to the Competition Advisor: NGV@citylab.com.au

The written complain must set out:

- the basis for the complaint (specifying the issues involved);
- how the subject of the complaint (and the specific issues) affects the person or organisation making the complaint;
- any relevant background information; and
- the outcome desired by the Competitor making the complaint.

18. Intellectual Property

a. Ownership of Intellectual Property Rights

These Competition Conditions do not affect the ownership of any Intellectual Property Rights in any Submission.

b. Warranties and Indemnity

By entering the Competition, each Competitor:

- warrants that:
 - the Competitor owns (or has the right to exercise) the Intellectual Property Rights in each Submission, such that the Competitor is able to grant the Intellectual Property Rights licences mentioned below; and
 - the use, copying or other exploitation by the NGV or any third party of the Competitor's Submission in accordance with these Competition Conditions will not breach any laws or infringe the rights of any person (including without limitation with respect to privacy, confidentiality, Intellectual Property Rights, moral rights or defamation); and
- indemnifies the NGV against all loss, damage or costs arising from a breach of the above warranty.

c. Use of Submissions for purposes of the Competition

By entering the Competition each Competitor:

- acknowledges that the NGV will have the right to exhibit, photograph, archive, electronically store, duplicate or record all Submissions without fee or restriction;
- grants the NGV a world-wide, royalty free, non-exclusive, perpetual, freely transferable, sub-licensable (with a right to sub-license) and irrevocable licence to use, edit, and reproduce the Competitor's Submission in any way for the purposes of conducting or promoting the Competition, including communication to the public of the Competitor's Submission. There is no fee or cost for this licence;
- acknowledges that the Competitor's Submission and name may be made publicly available by the NGV and may be accessible to the public to view; and
- warrants that it is able to confer on the NGV the licences specified in these Competition Conditions and, for this purpose, has obtained any necessary licences from third parties.

d. Proceed with the Project.

If the NGV determines to proceed with the Project within 12 months of the Winner being announced, the Winner must immediately execute the Contract.

The purpose of the Project will be to construct a proposed design corresponding to the Winner's Submission. The Contract is set out in Attachment 2

19. The NGV reserves the right

The NGV reserves the right, in its absolute discretion:

- to abandon the Competition, and not to pay any compensation if the Competition is abandoned;
- for the Jury to select the winning design, and the NGV to proceed to enter into the Contract with the Winner, even if the Winner's Submission does not satisfy one or more of the Evaluation Criteria;
- to change any information in, or to issue addenda or

revisions to any of the competition documents;

- to restrict the period during which the NGV will accept questions and reserves the right for the Competition Advisor not to respond to any questions, irrespective of when such question or request is received;
- to withhold from the Jury any Submission or any other material from a Competitor that has been deemed ineligible or otherwise disqualified;
- to publish the names of the Winner and Highly Commended at the conclusion of the competition.
- not to enter into Contract with any Competitor, to not proceed with the Winner's Submission and not to proceed with any Project in relation to the Competition;
- to replace members and to nominate additional members to the Jury, in the NGV's absolute discretion, including in the event of one or more nominated Jury members being unable to continue to act or for any other reason at the discretion of the NGV at any time; and,
- To terminate the Contract during Design Development, if in the opinion of the NGV the Winner fails to undertake the requirements as outlined in the Contract.

20. Liability

Costs and disbursements

All costs and disbursements incurred by Competitors in participating in the Competition, the preparation and lodgement of a Submission are the sole responsibility of the Registrant and Competitor.

The NGV will not be responsible for, nor pay for, any expense or loss that may be incurred by the Registrant or Competitor in relation to the participating in the Competition and preparation or lodgement of a Submission.

The NGV will have no liability arising out of or in respect of or in connection with these Competition Conditions.

CONDITIONS

This includes any right which the Registrant or Competitor has in respect of any alleged misrepresentation or misleading or deceptive conduct on the part of the NGV in providing Competition Information or the involvement of a person with the Competition or in connection with the preparation and lodgement of a Submission.

The Registrant and Competitor releases, and indemnifies on demand, the NGV from and against any claim, liability or loss (including any claim made by, or liability to, a third party) the NGV suffer or incur arising out of or in respect of or in connection with these Competition Conditions or the Competition and including:

- to the extent permitted by law, any right which the Registrant or Competitor has in respect of any alleged misrepresentation or misleading or deceptive conduct on the part of the NGV parties in providing Competition Information or the involvement of a person with the Competition or in connection with the lodgement of a Submission;
- The NGV exercising or failing to exercise, in whole or in part, its rights under these Competition Conditions; or
- any act or omission of the NGV, Jury, Competition Advisor or any other Advisor to the NGV in relation to the Competition.

Definitions

Client means the National Gallery of Victoria

Commission means the 2018 NGV Architecture Commission

Competition means the NGV Architecture Commission Competition.

Competition Questions means questions supplied by Registrants or Competitors.

Competition Documents means the documents set out in clause 11b.

Competitor means a Registrant who has lodged a Submission.

Competition Information means any information directly or indirectly disclosed on behalf of NGV to the Registrant or Competitor that is directly connected to the Competition.

Timetable means the Competition timetable set out in Attachment 1.

Contract means the contract in the form set out in Attachment 2.

Cost Estimate means an estimate of costs for all materials and services associated with the delivery of the Project.

Design Brief means the design intent as outlined by the proponent within this document.

Design Development means a period as outlined in attachment 1, during which the construction methodology to deliver the Project is to be defined, assessed, costed and determined to be viable.

Evaluation Criteria means the evaluation criteria set out in clause 12e.

Garden means the Grollo Equiset Garden at NGV International.

Intellectual Property Rights means all intellectual property rights throughout the world, including copyright, trade mark, design, patent and circuit layout rights and all other intellectual property rights, whether registered or unregistered and registrable or not.

Nominated Winner means the Stage Two Competitor that the Jury nominates to be the winner. The Nominated Winner will automatically be the Winner, upon be successfully contracted.

Project means the construction and full delivery of the NGV Architecture Commission 2018.

Project Budget means the total budget for the project as outlined in clause 4.

Registrant means a person who registers to participate as a Competitor in the Competition.

Registration Number means the number supplied to all compliant Registrants upon registering to participate in the Competition.

Reserve Winner means a Stage Two Competitor selected to be the winner, in the event that, for any reason, the Nominated Winner fails to be contracted.

Shortlisted Competitors means a Competitor whose Stage One Submission is selected by the Jury to participate in the Competition.

Stage One means the first stage of the Competition.

Stage Two means the second stage of the Competition.

Submission means all documents, designs, drawings, works and materials submitted as part of or in relation to the Competition.

Winner means the Shortlisted Competitor selected by the Jury to be awarded the first prize, who is subsequently contracted.

ATTACHMENT 1: TIMETABLE

Competition Stage One

Stage One Competition launch	23/11/18
Stage One Question Period	23/11/18 - 21/01/19
Registrations Period	23/11/18 - 21/01/19
Stage One Close	28/01/19 5pm AEST
Stage One Jury evaluation	31/01/19
Shortlist announced/event	06/02/19

Competition Stage Two

Stage Two Competition	08/02/19 - 18/03/19
Site visit	11/02/19 - 15/02/19
Stage Two close	18/03/19 5pm AEST
Stage Two Jury evaluation/presentations	21/03/19
Nominated winner informed	21/03/19

Post Competition

Winner contracted	23/03/19
Public announcement	23/03/19
Design Development	25/03/19 - 24/05/19
Contract Documentation & tendering	27/05/19 - 28/06/19

ATTACHMENT 2: CONTRACT

To be provided in Stage two

ATTACHMENT 3: COST ESTIMATE PRO FORM

To be provided in Stage two

ATTACHMENT 4: SUBMISSION FORM

To be provided two weeks prior to competition close