

TERMS AND CONDITIONS

Registration of Interest (ROI) Conditions

These terms and conditions apply to all participants in the ROI process.

UrbanGrowth NSW Development Corporation (UrbanGrowth NSW) will assess ROI responses and may use information gathered as part of the ROI to inform future procurement pathways and processes in relation to the Parramatta North Heritage Core.

UrbanGrowth NSW reserves the right not to accept any ROI response or to seek further proposals from others if the ROI responses received from participants do not suitably achieve UrbanGrowth NSW's objectives for the project and are not satisfactory to UrbanGrowth NSW in its absolute discretion.

Absence of Obligations

No legal or other obligations will arise between a participant and UrbanGrowth NSW unless and until formal contractual documentation has been entered into. UrbanGrowth NSW is not obliged to proceed with or accept any ROI response. In particular, UrbanGrowth NSW may elect not to proceed with this ROI process and is not obligated to proceed with any process contemplated by this ROI or any other process, activity or thing referred to, or contemplated by this ROI or otherwise related to the Heritage Core.

UrbanGrowth NSW's rights

UrbanGrowth NSW reserves the right, in its absolute discretion at any time to, without providing any reasons:

- extend the Closing Time at any time before 11th March 2019 by notice on the UrbanGrowth NSW website;
- change the structure, procedure, timing, information and requirements of the ROI process by notice on the UrbanGrowth NSW website;
- terminate the ROI process in its entirety;
- terminate further participation in the ROI process by any participant;
- enter into direct negotiations with any participant;
- negotiate a private agreement with a participant or any other person at any time;

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- introduce a participant who responds in relation to one part of the Heritage Core to another participant(s) who responds in relation to another part of the Heritage Core and invite those participants to submit a joint response under the ROI process;
- where a participant comprises more than one person or entity, only select one or more, but not all, persons or entities comprising the participant to participate in any further stage of the ROI process or future procurement process;
- have regard to UrbanGrowth NSW and the NSW Government's existing knowledge and previous experience and dealing with any participant, or conduct their own investigation in relation to a participant or their representatives;
- seek additional information or clarification from participants;
- provide additional information or clarification to participants;
- exercise any or all of the above rights with respect to multiple participants at the same time;
- take such other action as UrbanGrowth NSW or the NSW Government considers, in their absolute discretion, appropriate or necessary in relation to the ROI process, and UrbanGrowth NSW's decision to exercise any or none of the rights in these terms and conditions is final and UrbanGrowth NSW will not be liable to a participant because UrbanGrowth NSW has exercised any or none of its rights in these terms and conditions.

Costs Borne by Participants

Any and all costs and expenses incurred by participants in any way associated with the preparation of the ROI response, including attending meetings, briefings, information sessions and site tours and providing additional information if required, will be entirely borne by the participant(s).

Probity

Participants must not:

- a offer inducements (including hospitality and/or gifts) at any time in connection with their participation in the ROI process to UrbanGrowth NSW, the NSW Government or its consultants, agents or advisors during the ROI process; or
- b make false or misleading statements in their participation in the ROI process.

If the above occurs, UrbanGrowth NSW may elect not to accept or not to assess an ROI response from the participant/s.

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Disclaimer

UrbanGrowth NSW and its respective employees, officers and consultants, are not liable for any incorrect or misleading information or failure to disclose information whether in connection with this document or at any other time.

The information provided in this document and in the ROI is provided in good faith, however UrbanGrowth NSW does not warrant its accuracy or completeness. Participants must rely on their own investigations and satisfy themselves in relation to all aspects of the ROI. UrbanGrowth NSW and its employees, agents and consultants are not liable for any information which may be incorrect or misleading, or for any failure to disclose information, whether in connection with this document, the ROI or at any other time. The information contained in and attached to this document and the ROI is subject to review and change without notice.

Participants must notify UrbanGrowth NSW immediately if they become aware of any discrepancy, error or omission in the information provided as part of the ROI.

Confidentiality/Intellectual Property

If you/your organisation participates in the ROI process, please ensure that all information provided does not contain any intellectual property or other information of a confidential or proprietary nature. If any such information is provided, please draw this to the attention of the UrbanGrowth NSW representatives.

Any claim by a participant that information constitutes intellectual property will be assessed and a participant may be asked to establish its proprietary interest before the claim is accepted.

Despite any intellectual property or ownership rights that may apply to participants, UrbanGrowth NSW will be entitled to retain all responses and all correspondence and other materials received from or on behalf of participants in this ROI.

Participants are advised that information provided with their response is subject to the requirements of the Government Information (Public Access) Act 2009 (NSW) (GIPA Act). Information in the response may be required to be released formally or informally under the GIPA Act and if required under an access application.

Any information provided by ROI participants may be used by the NSW Government to inform future planning including future procurement pathways and processes, master planning, delivery methods, scope of work, or commercial arrangements for the Heritage Core.

Privacy

Participants are advised that all (if any) personal information required to be provided with their response is intended for use by UrbanGrowth NSW for the purpose of the ROI process. The information will be stored by UrbanGrowth NSW in accordance with the requirements of the

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State Records Act 1998 and the Personal Information Protection Act 1998 (NSW). The information may be shared with other NSW Government agencies.

If you have any questions about the collection, use and disclosure of your personal information, including your right of access to and correction of your information, please contact info@ugdc.nsw.gov.au.

Deeming provisions

A participant will be deemed to have examined these conditions, the ROI Information Brochure and other information made available by UrbanGrowth NSW or its employees, agents or consultants for the purpose of the ROI process and satisfied itself as to their correctness and sufficiency.

ROI Responses

ROI responses should be received by UrbanGrowth NSW no later than the Closing Time.

Participants are required to submit versions through the ugdcprocurement.nsw.gov.au email in an electronic (PDF) version only. Responses are to be limited to the word counts and labelled in "Submission ROI – Parramatta North Heritage Core" and sent to ugdcprocurement@ugdc.nsw.gov.au with ROI No. 10954/18 and the name of your organisation in the email subject.

ROI responses should include the following:

- Completed application form
- Confirmation the Respondent agrees to the Terms and Conditions
- Up to three A3 pages of images, graphics or sketches to support your idea to a maximum file size of 5MB

Please note that:

- ROI submissions lodged after the Closing Time will be considered to be late ROI responses and may or may not be considered.
- UrbanGrowth NSW reserves the right in its absolute discretion to consider or not consider a late ROI Response.
- Participants are responsible for the safe and confidential delivery of their ROI response.
- Submissions will not be accepted by facsimile transmission.

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Site Tours

UrbanGrowth NSW may provide briefings, site tours or information sessions as part of the ROI process prior to the Closing Time. If UrbanGrowth NSW provides a briefing, site tour or information session, the following conditions will apply:

- at least two representatives of UrbanGrowth NSW will attend;
- UrbanGrowth NSW may inform all other participants of any matter discussed during the briefing, site tour or information session, including the substance of that discussion;
- UrbanGrowth NSW will take all reasonable steps to ensure that any confidential information in the nature of know how or commercial-in-confidence information which is so identified by any participants at any briefing, site tour or information session is not used or disclosed by it or any of UrbanGrowth NSW's employees, agents, advisors or consultants except in accordance with the terms of this ROI; and
- nothing that occurs at a briefing site tour or information session may be relied upon by a participant unless subsequently confirmed in writing by UrbanGrowth NSW.

Enquiries

All enquiries during the ROI period until its Closing Time should be directed to the below:

ugdcprocurement@ugdc.nsw.gov.au

02 9216 5873

Participants may seek clarification in respect of any aspect of this ROI by submitting a written question to the email address above before the Closing Time. If UrbanGrowth NSW provides a response to those questions, that response may be communicated to all participants in the ROI process, unless the participant notifies UrbanGrowth NSW that the question and response should be treated as confidential and is acknowledged as confidential by UrbanGrowth NSW.