

Housing Ideas Bank

Terms and Conditions for Stage 1

August 2018



Queensland
Government

The Housing Ideas Bank – Stage 1 is conducted by the State of Queensland acting through the Department of Housing and Public Works (DHPW), ABN 86 504 771 740 in accordance with the Guidelines and the following Terms and Conditions.

1. Definitions

In these Terms and Conditions:

- (a) ‘Confidential Information’ means all information, trade secrets and knowledge of/or disclosed by or on behalf of the Department or the Submitter (“**Discloser**”) to the other party (“**Recipient**”) in connection with the Housing Ideas Bank or created using that information which is designated or marked by the Discloser as confidential; but does not include information which:
 - i) is or becomes public knowledge other than by breach of a confidentiality obligation; or
 - ii) the Recipient can demonstrate was already in its possession or was independently developed by the Recipient;
 - iii) the Recipient receives from another person on a non-confidential basis.
- (b) ‘Department’ means the Department of Housing and Public Works (ABN 86 504 771 740).
- (c) ‘Guidelines’ mean the Ideas Housing Ideas Bank - *Submission Guidelines* made available to the Submitter as part of the submission process.
- (d) ‘Idea’ means the idea forming the subject of the Submission.
- (e) ‘Laws’ means all:
 - (a) Acts, ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth and the State of Queensland;
 - (b) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the provision of the Project;
 - (c) the requirements of any authority with jurisdiction in respect of the Project, as applicable; and
 - (d) fees and charges payable in connection with the foregoing.
- (f) ‘Personal Information’ has the same meaning as in the *Information Privacy Act 2009 (Qld)*.
- (g) ‘Submission’ means the submission put forward by the Submitter to the Department, including all Ideas, information and concepts contained within.
- (h) ‘Submitter’ means the entity submitting the Idea to the Department for the purposes of the Housing Ideas Bank.
- (i) ‘Terms and Conditions’ means this document.

2. Submitter acceptance

By submitting an Idea, the Submitter accepts these Terms and Conditions.

3. Department’s discretion

The Department reserves the right in its absolute discretion and without limiting any other rights which the Department may have, whether under these Terms and Conditions or otherwise, to do any one or more of the following at any time without giving reasons:

- (a) amend the terms of participation in the Housing Ideas Bank Idea Submission process, including these Terms and Conditions;

- (b) vary, extend, terminate or reinstate the Housing Ideas Bank or any part of it;
- (c) determine the terms and criteria under which an Idea will be assessed;
- (d) add or change requirements and criteria;
- (e) consider, in whole or in part, an Idea at any time;
- (f) reject, in whole or in part, any Idea;
- (g) determine not to provide funding, remuneration or any other benefit for an Idea;
- (h) accept alternative or innovative Ideas, Ideas in part, or multiple Ideas;
- (i) reject any or all Ideas or terminate at any time further participation in the process by any Submitter;
- (j) invite refined Ideas from any or all Submitters;
- (k) adopt different approaches with different Submitters;
- (l) negotiate on any aspect of an Idea and/or allow a Submitter to vary its Idea, before identifying whether to accept, further evaluate or reject the Idea;
- (m) take into account any information in the Department's possession or information provided by third parties (including external advisors) in determining whether to consider, evaluate or reject an Idea;
- (n) require additional information or further responses from any Submitter;
- (o) make enquiries of any person, company or organisation to ascertain the suitability of the Idea and the Submitter and do so without advising the Submitter;
- (p) interview, negotiate or hold discussions with any Submitter or prospective Submitter on any matter contained (or proposed to be contained) in an Idea to the exclusion of others;
- (q) request some or all Submitters to provide additional references and additional information, and/or make themselves available to discuss their Idea;
- (r) waive any requirement or obligation under these Terms and Conditions, without prejudicing, varying or limiting any other requirement, obligation or rights; and
- (s) take any other action in relation to an Idea.

To the fullest extent permitted by law, a Submitter has no claim against the Department arising out of the Department's exercise, or failure to exercise, any rights under these Terms and Conditions.

4. Submission Information

- (a) Subject to clause 4(b) below, all Submissions to the Department for the Housing Ideas Bank, including material and documents accompanying the Submission, become the property of the Department and will not be returned to the Submitter.
- (b) Except to the extent provided in this clause 4, nothing in the Guidelines and associated documentation or the application process affects any intellectual property rights that may exist in an application.
- (c) Subject to clause 9, in putting forward a Submission for consideration in the Housing Ideas Bank, the Submitter grants the Department a non-exclusive, fully paid up and royalty free, perpetual, transferable licence (with a right to sublicense) to copy, adapt, modify, disclose or do anything else necessary at the Department's sole discretion, to all material (including any material that contains any intellectual

property rights of the Submitter or any other person) contained in the Submission, and any further material the Submitter chooses to provide, for the purpose of:

- i) the consideration, assessment or evaluation of the Submission;
- ii) the further development of the Idea or material by the Department; or
- iii) the development of any other programs, initiatives or processes conducted by the Department, including without limitation, a competitive tender or market sounding process.

5. No reliance on information

The Submitter is responsible for making their own investigation and assessment about all matters relevant to the Submission, the requirements, the accuracy of all information and documents provided by or on behalf of the Department, and all other matters relevant to the Submitter's decision to make a Submission.

6. Submitter cost

Participation in the ideas submission process is at the Submitter's cost. No reimbursement, payment or compensation will be made or given by the Department to the Submitter for any costs, losses or expenses, whether directly or indirectly incurred by the Submitter in preparing and forwarding its Submission or otherwise in connection with the ideas submission process, including without limitation, any costs, losses or expenses associated with supplying further information, the Department's decision not to consider the Idea or the Department's decision to consider and reject the Idea.

7. Subject to Agreement

Consideration and/or acceptance of an Idea at Stage 1 does not create a commitment on the part of the Department that the Idea will be implemented, or an entitlement on the part of the Submitter to receive any funding, remuneration or other benefit. A binding agreement will only be formed if it is agreed and signed by the parties to it.

8. No solicitation

If the Submitter or any person on its behalf makes any attempt to canvass, solicit or approach the Department or any employee, consultant or agent of the Department (other than queries directed to HHSPProgramsSectorEngagement@hpw.qld.gov.au or to local regional contacts as set out under the Guidelines) in respect of any matter relating to or arising out of its submission, the Department may in its absolute discretion elect not to consider the Idea.

9. Submitter Confidential Information

The Department will keep confidential that information included in the Submission which the Submitter expressly identifies as Confidential Information and not use or disclose the Confidential Information except:

- i) for the purposes of considering, assessing or evaluating the Submission;
- ii) with the Submitter's consent; or
- iii) as authorised or required by law.

10. Submitter Acknowledgements

By submitting an Idea, the Submitter:

- (a) acknowledges that submitting an Idea does not guarantee that the Idea will be implemented, or that the Submitter will be entitled to receive funding, remuneration or any other benefit. The decision to progress or develop an Idea shall be at the Department's sole and absolute discretion.
- (b) acknowledges that the Department may:

- i) develop the Idea further;
- ii) may use the Idea for any other purpose of the Department, including commercial purposes; or
- iii) disclose the Idea to a third party, including for the purposes of enabling the third party to further develop or commercialise the Idea;

save that where the Submitter has identified the Submission as one that includes Confidential Information, the Department will first seek the consent of the Submitter under clause 9;

- (c) acknowledges that the Department, its officers, employees, assessment panel members, agents and sub-contractors may use and disclose any of the information provided with the Submission, including Personal Information, to Queensland Government departments or agencies, Queensland Government bodies, non-government organisations and Commonwealth, state or territory governments for any purpose in connection with the administration of the Housing Ideas Bank.
- (d) acknowledges that the *Right to Information Act 2009* provides members of the public with a legally enforceable right to access documents held by Queensland Government agencies, subject to the exemptions under that Act, and that information provided to the Department by a Submitter is potentially subject to disclosure to third parties;
- (e) acknowledges that applications under the *Right to Information Act 2009* for access to the Housing Ideas Bank, including those ideas marked as confidential, will be determined in accordance with that Act;
- (f) warrants that the use of such information or material as above will not infringe the rights of any third party or any law.

11. Submissions

The Submitter may withdraw their Idea at any time by notifying the Department in writing.