



Conditions of Participation Youth Participation Fund

February 2024



We acknowledge the Traditional Custodians of the land where we live and work and their continuing connection to land, water, sea and community. We pay respects to Australia's First Peoples, to their unique and diverse cultures, and to Elders past, present and future.

Inclusion is about the actions we take every day. We welcome, support, and celebrate diversity.

Application of these Conditions of Participation

These Conditions of Participation set out the rules for participation in the Youth Participation Fund Grant Process. They apply to the information given, received or made available in connection with the Grant opportunity, the Grant Process, and any communications relating to the Grant or the Grant Process.

By participating in the Grant Process, each Participant is deemed to accept these Conditions of Participation.

General

Enquiries and Clarification

All enquiries, and requests for clarification or additional information from Participants shall be made in writing to resilientkids@socialfutures.org.au. Enquiries must not be addressed to Staff or Board members of Social Futures.

Response to queries

Social Futures will issue responses to questions via www.socialfutures.org.au/sectorsupport/ypf

Proposal Preparation

Format and Contents

The Participant must ensure that its Proposal contains the completed application form, and all information requested in the form.

Conforming Proposals

To submit a conforming Proposal, the Participant must:

- i. Comply with all of the requirements contained in the Grant opportunity guidelines; and
- ii. Complete and execute all the details in the online Grant application form, in the manner indicated.

Non-conforming Proposal

A non-conforming Proposal is a Proposal that does not comply with all the requirements. Where a non-conforming Proposal is submitted, the following applies:

- i. Social Futures may exclude a Participant from participation in the Grant Process if the Participant submits a non-conforming Proposal;
- ii. Social Futures may at its sole discretion consider a non-conforming Proposal; and
- iii. Participants submitting a non-conforming Proposal shall fully detail any variance from the requirements

Participants to be Fully Informed

Prior to submitting a Proposal, Participants shall become acquainted with the nature and

extent of the Grant requirements, and make all necessary examinations, investigations, inspections and deductions.

No claims arising from a failure to take any such actions will be considered and Social Futures does not accept any responsibility if a Participant fails to make its own enquiries, interpretations, deductions and conclusions when preparing its Proposal.

The Participant shall satisfy itself that it has sufficient and complete information to prepare its Proposal and no claims will be accepted that information is missing or incomplete once Proposals have been submitted.

Participants are required to familiarise themselves with all statutory requirements and to satisfy themselves that they are not participating in any anti-competitive, collusive, deceptive or misleading practices in structuring and submitting their Proposal.

Social Futures will accept no responsibility for a Participants failure to make its own enquiries, interpretations and conclusions from information provided.

Legal Effect of Proposal

A Proposal shall not be declared to be conditional on or subject to:

- i. Board or Executive approval of the Participant or a related party of the Participant;
- ii. obtaining any statutory or regulatory approval or consent;
- iii. obtaining the consent or approval of any third party;
- iv. the conduct of due diligence or any other form of enquiry or consent; or
- v. negotiation of commercial or contractual terms.

Social Futures, at its absolute discretion, reserves the right to exclude a Participant from participation in the Grant Process if its Proposal is declared, or purports to be, subject to any of the above conditions.

Acknowledgement of Participants

In preparing and submitting a Proposal, Participants acknowledge that:

- i. Social Futures makes no representations and offers no undertakings in issuing this request for Proposals;
- ii. Social Futures will not be liable to Participants for any claim arising out of or in any way connected with the Grant documentation including, without limitation, any claim at common law or equity under any statute or regulation;
- iii. Participants are to be fully informed of the Conditions of Participation;
- iv. All costs incurred by Participants with respect to the request for Proposal will be their sole responsibility. All Participants are solely responsible for such costs and expenses irrespective of any action taken by Social Futures during the Grant Process;
- v. Social Futures is not bound to negotiate with, or accept any submission from Participants;
- vi. Social Futures may elect to consider non-conforming Proposals;
- vii. Social Futures may require Participants to supply further information and/or attend a conference or interview.
- viii. Social Futures may issue addenda, supplement, vary, or clarify the Grant requirements as required;
- ix. Proposals become the property of Social Futures upon lodgement;

- x. Proposals shall remain valid for a period of 90 days from the closing time/date; and
- xi. The Proposal Evaluation Panel and/or Social Futures may undertake due diligence checks, including but not limited to verifying references and/or referees, and undertaking company searches and credit checks.

Conduct of Participants

Confidentiality

Social Futures requires that all Participants maintain the confidentiality of all documents provided in connection with the Grant opportunity. Participants shall not disclose or use the information and materials provided in connection with the Grant opportunity except for the purpose of developing its Proposal.

Participants must implement such reasonable security arrangements to prevent unauthorised access of all materials in connection with the Grant opportunity.

Collusion and Anti-Competitive Conduct

Participants shall not enter into any agreement with any other Participant concerning the preparation of a Proposal unless for the expressed purpose of forming a partnership or consortium.

Except for the purpose of forming a partnership or consortium, Participants shall not seek to obtain knowledge of the participation of any other Participant, and shall not reveal its participation to any other Participant at any time prior to the Grant opportunity Closing Time.

In the event that a Participant becomes aware of or is approached by anyone on any matter which contravenes the foregoing or any statute, regulation, or authority under Commonwealth and/or State laws the Participant shall immediately give written notice to the Social Futures.

Unauthorised Contact

Participants shall not, and must ensure that its employees, consultants and agents do not attempt to contact or communicate with, or canvass or request support from, Social Futures' Board Members or staff in respect of the Grant Process.

Participants found to have breached this clause may be excluded from the Grant Process.

Conflict of Interest

Participants declares that, at the time of the submission of its Proposal, other than conflicts notified to Social Futures, no conflict of interest exists, or is likely to arise, which would affect the performance of its obligations if the Participant were to enter into a Contract with Social Futures.

Submission of Proposals

Electronic Submissions

Proposals must be submitted electronically via this [link](#).

Grant Closing Time

Proposals must be submitted no later than the Closing Time, being:

- **17:00 AEDT on Friday 16th February 2024**

Failure to lodge Proposals by the Closing Time, or via a means contrary to that specified, may lead to Social Futures excluding a Proposal from the Process.

The Closing Time may be extended or varied by written notice by Social Futures via a notice on the Grant website.

Evaluation of Proposals

Evaluation will be undertaken on the information submitted in Proposals. Social Futures may elect to supplement the information submitted in a Proposal by:

- undertaking investigations; and/or
- seeking further information from a Participant for reasons of clarification, interpretation or to rectify omissions; and/or
- requiring a Participant to attend an interview or a conference; and/or
- undertaking due diligence checks, including but not limited to, verifying references, communicating with referees, and undertaking company searched and credit checks.

As part of the evaluation Process, Social Futures may:

- commence negotiations with all Participants without shortlisting any Participants;
- shortlist one or more Participants to proceed to further negotiations;
- accept one or more of the Proposals;
- reject any or all Proposals;
- suspend or cease to proceed with the Grant Process

Negotiation

Social Futures may, during the Evaluation Process, elect to engage in detailed discussions and negotiations with any or all Participants. As part of the negotiation Process, Social Futures may request a Participant to improve one or more aspects of its Proposal, including any technical, financial, corporate or legal aspects.

Social Futures may also require any or all Participants to provide references, additional referees, or additional information and to make themselves available for an interview or to make a presentation. Failure of a Participant to provide supplementary information consequent to a request from Social Futures may lead to Social Futures excluding a Proposal from further evaluation.

Social Futures is under no obligation to conduct any negotiations with Participants, to seek additional information from Participants, or to conduct interviews with or request presentations from Participants.

Best and Final Offers

Social Futures may, during the Evaluation Process, elect to invite any / all Participants to submit a best and final offer, which for the purpose of the Grant would constitute a detailed Project Plan. Any invitation to Participants to submit a detailed Project Plan, would include the details required to be included in the Project Plan, including but not limited to Project:

- i. scope and objectives;
- ii. methodology and timeframe;
- iii. team;
- iv. outcomes;
- v. risks and risk mitigation approach;
- vi. milestones associated with deliverables and reporting;
- vii. performance evaluation criteria and monitoring Process;
- viii. performance management Process; and
- ix. project fee and payment milestones.

After receiving best and final offers, Social Futures may then conduct a final evaluation of Proposals, taking into account the best and final offers received.

Successful Proposals

As a result of the Proposal Evaluation Process, Social Futures may accept one or more Proposals as being successful. Social Futures shall subsequently notify a/the successful Participant/s in writing of the acceptance of its/their Proposal/s.

Acceptance of a Proposal/s does not give rise to a contract. No legal relationship will exist between Social Futures and a successful Participant until such time as a binding contract is executed by both Social Futures and a successful Participant.

Unsuccessful Proposals

Unsuccessful Participants shall be advised in writing at the earliest opportunity.

Formal Instrument of Contract

Successful Participants will be provided with two (2) copies of a Formal Instrument of Contract, which is to be executed by the successful Participant within fourteen (14) dates of its receipt.

Participant Warranties

By submitting a Proposal, the Participant warrants that:

- i. it did not rely on any express or implied statement, warranty or representation, whether oral, written made by or on behalf of Social Futures, its officers, employees, agents or advisors other than any statement, warranty or representation expressly contained in the Grant documentation;
- ii. it did not use the improper assistance of Social Futures's officers, employees, agents or advisors or information inappropriately obtained from Social Futures in compiling its Proposal;
- iii. it has examined the Grant documentation and any other documents referred to or referenced herein, and any other information made available to Participants via <https://socialfutures.org.au/sectorsupport/ypf/> ;
- iv. it has sought and examined all necessary information and advice which is obtainable by making prudent enquiries relevant to the risks and circumstances affecting its Proposal;
- v. it is responsible for all costs and expenses related to the preparation and

- lodgement of its Proposal, any subsequent negotiation and any future Process related to the Grant Process;
- vi. it shall not hold Social Futures liable for any claim regarding any cost, expense, loss or damage whatsoever as a consequence of any matter relating to its participation in the Grant Process including if its Proposal is unsuccessful;
 - vii. it accepts and has and will comply with these Conditions of Participation;
 - x. it will provide additional information in a timely manner as requested by Social Futures;
 - xi. it will attend an interview or a conference in a timely manner as requested by Social Futures to discuss matters contained in its Proposal;
 - viii. it will participate productively in negotiations with Social Futures should it be called upon to do so;
 - ix. it will submit a Best and Final Offer in a timely manner as requested by Social Futures should it be called upon to do so; and
 - x. it is satisfied as to the correctness and sufficiency of its Proposal.

Social Futures' Rights

Without limiting its rights under these Conditions of Participation or under law, Social Futures reserves the right to:

- i. suspend or cease to proceed with the Grant Process;
- ii. alter the structure and content of Grant documentation and/or the timing of the Grant round or the Grant Process;
- iii. alter any time or date specified in the RFP Documents;
- iv. exclude any Proposal received after the Grant Closing Time;
- v. exclude any Proposal that doesn't comply with these Conditions of Participation;
- vi. terminate the participation of any Participant in the Grant Process;
- vii. require additional information or clarification from any Participant;
- viii. commence negotiations with all Participants without shortlisting any Participants;
- ix. shortlist one or more Participants to proceed to further negotiations;
- x. negotiate with one or more Participants;
- xi. accept one or more of the Proposals;
- xii. reject any or all Proposals;
- xiii. suspend or cease to proceed with the Grant Process; and
- xiv. call for new Proposals