

Sydney Metro City & Southwest Independent Certification of the OTS2 Works

OTS2 Independent Certifier Deed

Contract No: 11516

NRT CSW Pty Ltd

ACN 635 509 036
OpCo2

Sydney Metro

ABN 12 354 063 515
Principal

Advisian Pty Ltd

ABN 50 098 008 818
Greenfield Independent Certifier

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Exhibit

1	Indicative list of OpCo2 submissions	
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THIS DEED is made on ~~2020~~ 28 April 2021

BETWEEN:

- (1) **NRT CSW Pty Ltd** ACN 635 509 036 of 'Rialto South Tower' Level 43, 525 Collins Street, Melbourne VIC 3000, in its personal capacity and in its capacity as trustee of the NRT CSW Unit Trust (**OpCo2**); and
- (2) **Sydney Metro** ABN 12 354 063 515 a New South Wales Government agency constituted by section 38 of the *Transport Administration Act 1988* (NSW) and located at Level 43, 680 George Street, Sydney NSW 2000 (**Principal**); and
- (3) **Advisian Pty Ltd** ABN 50 098 008 818 of Level 17, 141 Walker Street, North Sydney NSW 2060 (**Greenfield Independent Certifier**).

RECITALS:

- (A) OpCo2 has entered into the OTS2 Project Deed with the Principal in respect of the OTS2 Works.
- (B) The Greenfield Independent Certifier represents that it is experienced generally in design, construction, installation, testing and commissioning and, in particular, in the design, construction, installation, testing and commissioning of works similar to the OTS2 Works and offers its expertise in those fields.
- (C) The OTS2 Project Deed contemplates that the Greenfield Independent Certifier will discharge the functions set out in Schedule 1.
- (D) The Greenfield Independent Certifier will perform its obligations on the terms of this deed.
- (E) This deed supersedes any prior written or other agreement of the parties in respect of the subject matter of this deed (executed or partially executed).

THE PARTIES AGREE AS FOLLOWS:

1. **INTERPRETATION**

1.1 **Definitions**

In this deed:

Additional Services means any additional services requested by the Principal from the Greenfield Independent Certifier from time to time by the issue of an Additional Services Order, as those services are described in each Additional Services Order.

Additional Services Fee means the fee specified in any Additional Services Order for the Additional Services set out in that Additional Services Order, calculated in accordance with clause 6.1(a)(ii).

Additional Services Order means a written request from the Principal to the Greenfield Independent Certifier to carry out Additional Services issued under clause 6.1(a).

Bankstown Line has the meaning given in Schedule 3 (*Sydney Trains interface*) of the OTS2 Project Deed.

BL Inspection has the meaning given in Schedule 3 (*Sydney Trains interface*) of the OTS2 Project Deed.

BL Inspection Services means all services related to the BL Inspections and the performance by Sydney Trains of its obligations in respect of the Sydney Trains BL Asset Maintenance Plan.

Certification Methodology means the certification methodology set out in Schedule 6.

Certification Plan means the plan that the Greenfield Independent Certifier is required to prepare in accordance with clause 3.8, and in respect of which the Principal has not issued a notice under clause 3.8(b)(ii), as that plan is updated from time to time in accordance with clause 3.9 of this deed.

Claim means any claim, action, demand or proceeding for payment of money or any relief of any kind (including for damages or losses) arising out of or in any way connected with this deed or the performance or non-performance of the Services, including under this deed, at law, in equity, under or for breach of any statute, or in tort (including for negligence or otherwise).

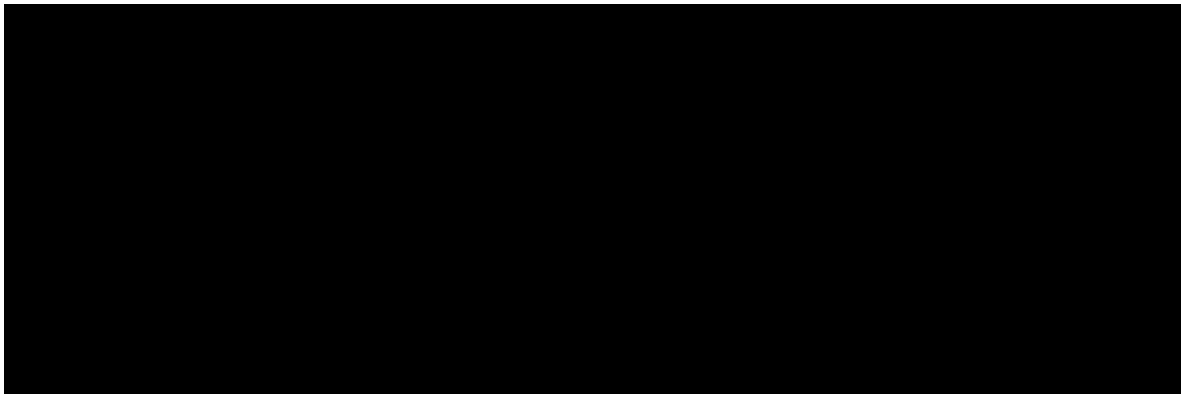
Completion Phase Services means all Core Services related to:

- (a) the Nominated Tests and the performance by OpCo2 of its obligations in respect of the Nominated Tests;
- (b) First Passenger Service for each Phase and the performance by OpCo2 of its obligations in respect of First Passenger Service for each Phase;
- (c) Completion of each Phase and the performance by OpCo2 of its obligations in respect of the Completion of each Phase; and
- (d) Final Completion of each Phase and the performance by OpCo2 of its obligations in respect of Final Completion of each Phase,

and includes the Completion Phase Services (Phase 1) and the Completion Phase Services (Phase 2).

Completion Phase Services (Phase 1) means all Completion Phase Services related to Phase 1.

Completion Phase Services (Phase 2) means all Completion Phase Services related to Phase 2.



Core Services means the services set out in Schedule 1 to this deed, and includes the Design Phase Services and the Completion Phase Services.

Core Services Fee means the amount payable to the Greenfield Independent Certifier for the performance of the Core Services, as calculated in accordance with paragraph 1(b) of the Payment Schedule.

D&C OTS2 Independent Certifier means GHD Pty Limited (ABN 39 008 488 373) of Level 15, 133 Castlereagh Street, Sydney NSW 2000.

D&C OTS2 Independent Certifier Deed means the deed so titled dated on or about the date of this deed between OpCo2, the Integrator and the D&C OTS2 Independent Certifier.

Design Phase Services means all Core Services related to:

- (a) the design of the OTS2 Works; and
 - (b) the performance by OpCo2 of its design obligations in respect of the OTS2 Works,
- and includes the Design Phase Services (Phase 1) and the Design Phase Services (Phase 2).

Design Phase Services (Phase 1) means all Design Phase Services related to Phase 1.

Design Phase Services (Phase 2) means all Design Phase Services related to Phase 2.

Dispute Representatives has the meaning given to that term in clause 8.2.

Fee means the amount payable to the Greenfield Independent Certifier for the performance of the Services in accordance with the Payment Schedule.

Greenfield Independent Certifier's Project Director means the relevant person referred to in Schedule 3 or any other person holding that position in accordance with clause 3.4(b)(ii).

Greenfield Independent Certifier's Representative means the relevant person referred to in Schedule 3 or any other person holding that position in accordance with clause 3.4(b)(ii).

GST, GST law and other terms used in clause 10 have the meanings used in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended from time to time) or any replacement or other relevant legislation and regulations, except that **GST law** also includes any applicable rulings. Any reference to GST payable by the Supplier (as defined in clause 10) includes any GST payable by the representative member of any GST group of which the Supplier is a member.

Integrator means MTR Corporation (Sydney) SMCSW Pty Limited ACN 615 158 122.

Liquidated Damages Loss means any liability for liquidated damages under the OTS2 Project Deed, including under clause 17.10A(b) of the OTS2 Project Deed, caused by any conduct, act or omission of the Greenfield Independent Certifier (other than any conduct or

act performed in accordance with this deed) causing delay to OpCo2 achieving Completion of Phase 2 by the Date for Completion for Phase 2.

Loss means any cost, expense, loss, damage, liability or other amount whether present, future, fixed, unascertained, actual or contingent.

Nominated Tests means:

- (a) the Tests for Phase 1 referred to in:
 - (i) sections 4.3 (*City Section Performance Tests*) and 4.4 (*City Section Capacity Performance Test*) of SPR Appendix 56 (*Testing and Commissioning*); and
 - (ii) section 4 (*Testing and commissioning requirements*) of SPR Appendix 20 (*Rolling Stock*),

as required under clause 19.1 (*Requirements for First Passenger Service*) of the OTS2 Project Deed;
- (b) the Tests for Phase 2 referred to in sections 5.3 (*Southwest Section Performance Tests*) and 5.4 (*Southwest Section Capacity Performance Test*) of SPR Appendix 56 (*Testing and Commissioning*), as required under clause 19.1 (*Requirements for First Passenger Service*) of the OTS2 Project Deed; and
- (c) the Final Performance Tests referred to in sections 4.5 (*Sydney Metro City Section Final Performance Test*) and 5.5 (*Final Performance Test*) of SPR Appendix 56 (*Testing and Commissioning*), as required under clause 19.4 (*Requirements for Completion*) of the OTS2 Project Deed.

NSW Trains means the body corporate constituted by section 37(1) of the *Transport Administration Act 1988* (NSW).

Other Parties means the Principal and OpCo2.

OTS2 Project Deed means the deed titled "OTS2 Project Deed" between the Principal and OpCo2 dated on or about the date of this deed.

Payment Schedule means Schedule 2 to this deed.

PDCS means the Principal's web based TeamBinder project data and collaboration system, or such other electronic project data and collaboration system notified by the Principal's Representative under clause 11.1.

Public Transport Agency means the Principal, TfNSW (and each of its divisions), RailCorp, Sydney Trains and NSW Trains.

RailCorp means Rail Corporation New South Wales, a corporation constituted by section 4(1) of the *Transport Administration Act 1988* (NSW).

Relevant Project Agreements means:

- (a) the OTS2 Project Deed; and
- (b) each Project Cooperation and Integration Deed.

Reputable Insurer means an insurance company having the Required Rating.

Required Rating means a credit rating (or in the case of an insurer, a financial security rating) of at least A- by Standard and Poor's (Australia) Pty Limited or A3 by Moody's

Investors Service, Inc (or such other credit rating as the Principal may approve in writing from time to time) or, if no rating is provided by Standard and Poor's (Australia) Pty Limited or by Moody's Investors Service, Inc, an equivalent rating with another reputable rating agency.

Service Payment Loss means each and every loss of, or delay in receipt of, Service Payments under the OTS2 Project Deed caused by any conduct, act or omission of the Greenfield Independent Certifier causing delay to OpCo2 achieving Completion of Phase 1 or preventing, hindering or affecting OpCo2 operating the Sydney Metro and ETS during the Operations Phase.

Services means:

- (a) the Core Services; and
- (b) any Additional Services,

and includes all things necessary for, or incidental to, the proper and professional performance of those services.

Substitute Certifier has the meaning given in clause 6.4(a).

Sydney Trains means Sydney Trains, the body corporate constituted by the corporation by that name constituted section 36(1) of the *Transport Administration Act 1988* (NSW).

Sydney Trains BL Asset Maintenance Plan has the meaning given in the OTS2 Project Deed.

Term means the term of this deed as set out in clause 2.2.

Upper Limiting Fee means each upper limiting fee specified in paragraph 1(b) of the Payment Schedule, as adjusted in accordance with this deed.

Wilful Misconduct means any malicious conduct or any breach of this deed which results from a conscious and intentional indifference and disregard to the relevant provisions of this deed and the risk of causing the Loss claimed by the relevant Other Party in respect of the breach but does not include errors of judgement, mistakes, errors or acts or omissions made in good faith.

1.2 **Definitions in OTS2 Project Deed**

Except as otherwise defined in clause 1.1, terms used in this deed that are defined in the OTS2 Project Deed will have the same meaning in this deed as in the OTS2 Project Deed.

1.3 **Interpretation**

In this deed:

- (a) headings are for convenience only and do not affect interpretation,

and the following rules apply in interpreting this deed unless the context makes clear that a rule is not intended to apply:

- (b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
- (c) **person** includes an individual, the estate of an individual, a body politic, a corporation, a statutory or other authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

- (d) a reference to a party includes that party's executors, administrators, successors and permitted substitutes and assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (e) a reference to a document (including this deed and any other deed, agreement, instrument, guideline or code of practice) is to that document as amended, varied, novated, ratified, supplemented or replaced from time to time;
- (f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or any section or provision of either of these includes:
 - (i) all ordinances, by-laws, regulations of and other statutory instruments (however described) issued under the statute or delegated legislation; and
 - (ii) any consolidations, amendments, re-enactments and replacements;
- (g) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (h) a reference to a part, clause, schedule, exhibit, attachment or annexure is a reference to a part, clause, schedule, exhibit, attachment or annexure to or of this deed and a reference to this deed includes all schedules, exhibits, attachments and annexures to it;
- (i) if a word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- (j) **includes** in any form is not a word of limitation;
- (k) a reference to **\$** or **dollar** is to Australian currency;
- (l) where under this deed:
 - (i) a notice, certificate or direction is required to be given; or
 - (ii) a default must be remedied,

within a stated number of days, only Business Days will be counted in computing the number of days;
- (m) for all purposes other than as set out in clause 1.3(l), day means calendar day;
- (n) a reference to a **month** is a reference to a calendar month;
- (o) a reference to a court or tribunal is to an Australian court or tribunal;
- (p) a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually; and
- (q) any reference to **information** will be read as including information, representations, statements, data, samples, calculations, assumptions, deductions, determinations, drawings, design, specifications, models, plans and other documents in all forms including the electronic form in which it was generated.

1.4 **Business Day**

If the day on or by which anything is to be done under this deed is not a Business Day, that thing must be done no later than the next Business Day.

1.5 **Ambiguous terms**

- (a) If the Principal considers, or if the Greenfield Independent Certifier or OpCo2 notifies the Principal's Representative in writing that it considers, that there is an ambiguity, discrepancy, or inconsistency in, or between, the documents comprising this deed (including in any schedules), the Principal's Representative must direct the interpretation of this deed which the parties must follow.
- (b) The Principal's Representative, in giving a direction in accordance with clause 1.5(a), is not required to determine whether or not there is an ambiguity, discrepancy, or inconsistency in, or between, the documents comprising this deed.
- (c) Any direction which the Principal's Representative gives in accordance with clause 1.5(a):
 - (i) will not relieve the Greenfield Independent Certifier or OpCo2 from or alter its liabilities or obligations under this deed or otherwise according to law;
 - (ii) will not limit or otherwise affect the Principal's rights against either the Greenfield Independent Certifier or OpCo2, whether under this deed or otherwise according to law; and
 - (iii) must, in respect of a notice given under clause 1.5(a) by the Greenfield Independent Certifier or OpCo2, be given within 20 Business Days of receipt of that notice.

1.6 **No bias against drafter**

In the interpretation of this deed, no rule of construction applies to the disadvantage of one party on the basis that the party or its representative put forward or drafted this deed or any provision in it.

1.7 **Excluding liability**

Any provision of this deed which seeks to limit or exclude a liability of a party is to be construed as doing so only to the extent permitted by law.

2. **APPOINTMENT OF THE GREENFIELD INDEPENDENT CERTIFIER**

2.1 **Appointment**

- (a) Each of the Principal and OpCo2 appoint the Greenfield Independent Certifier under this deed to perform the Services.
- (b) The Greenfield Independent Certifier confirms its acceptance of the appointment referred to in clause 2.1(a).
- (c) The Greenfield Independent Certifier must carry out the Services in accordance with the requirements of this deed and the Relevant Project Agreements and, to the extent the Certification Plan is consistent with the Relevant Project Agreements, the nature of the Services or the requirements of this deed, it will carry out and perform the Services in accordance with the Certification Plan.

2.2 **Term**

The Term of this deed commences on the date of this deed and continues until the earlier of:

- (a) completion of the Services; or

- (b) termination in accordance with clause 9.

2.3 **Payment**

The Principal will pay the Greenfield Independent Certifier the Fee subject to and in accordance with the Payment Schedule.

2.4 **Nature of Services**

- (a) The Greenfield Independent Certifier and the Other Parties acknowledge and agree that the Certification Plan is incidental to, and does not limit or otherwise affect the Services or the Greenfield Independent Certifier's obligations under this deed.
- (b) Where this deed contemplates an action, agreement, decision, direction or the like by the Other Parties, and the Other Parties cannot reach agreement in respect of such action, decision, direction or the like, then the dispute resolution process in clause 56 (*Dispute resolution*) of the OTS2 Project Deed will apply.
- (c) In reaching decisions in relation to this deed which may affect OpCo2, the Principal will take into account representations made by OpCo2.

2.5 **Rights under the Relevant Project Agreements**

The Greenfield Independent Certifier may exercise any of the rights granted to it under the Relevant Project Agreements for the purpose of performing the Services.

3. **GREENFIELD INDEPENDENT CERTIFIER'S OBLIGATIONS**

3.1 **Acknowledgement**

The Greenfield Independent Certifier acknowledges that:

- (a) it has received a copy of the execution version of each Relevant Project Agreement and that it has read, and is familiar with, the terms of the document to the extent that it relates to the Services;
- (b) it must continue performing the Core Services notwithstanding that the relevant Upper Limiting Fee may have been reached; and
- (c) it will not be entitled to payment of any amount in addition to the relevant Upper Limiting Fee (as adjusted in accordance with paragraph 4 of Schedule 2) for the performance of the Core Services.

3.2 **General representations and warranties**

The Greenfield Independent Certifier represents and warrants that:

- (a) it is a company duly incorporated and existing under law and has the power to execute, deliver and perform its obligations under this deed and that all necessary corporate and other action has been taken to authorise that execution, delivery and performance;
- (b) the information provided by it in connection with this deed is true, accurate and complete in all material respects and not misleading in any material respect (including by omission);
- (c) its obligations under this deed are valid, legal and binding obligations enforceable against it in accordance with its terms, subject to equitable remedies and laws in respect of the enforcement of creditor's rights;

- (d) the execution, delivery and performance of this deed by it will not contravene any law to which it is subject or any deed or arrangement binding on it;
- (e) it does not (in any capacity) have immunity from the jurisdiction of a court or from legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise); and
- (f) no litigation, arbitration, tax claim, dispute or administrative or other proceeding has been commenced or threatened against it which is likely to have a material adverse effect upon its ability to perform its obligations under this deed.

3.3 Further acknowledgements and warranties

The Greenfield Independent Certifier:

- (a) acknowledges that each of the Other Parties:
 - (i) is relying upon the skill, expertise and experience of the Greenfield Independent Certifier in the performance of its obligations under this deed; and
 - (ii) may suffer loss if the Greenfield Independent Certifier does not perform its obligations in accordance with the requirements of this deed;
- (b) warrants to the Other Parties that, in performing the Services, it will:
 - (i) comply with all applicable laws;
 - (ii) obtain any necessary approvals and licences; and
 - (iii) act honestly, diligently, reasonably and with the degree of professional care, knowledge, skill, expertise and experience which would be reasonably expected of a professional providing services similar to the Services within the design and construction industries generally and the design, construction, operation and maintenance of railways or rapid transit services in particular;
- (c) must, at all times, act within the time requirements for the performance of its obligations under this deed and within the times prescribed under the Relevant Project Agreements (and, where no time is prescribed, within a reasonable time) and comply with the requirements of the Payment Schedule;
- (d) without limiting clauses 3.3(a) and 3.3(b), acknowledges that the Other Parties are entitled to and will rely on any certificate or other document signed or given by the Greenfield Independent Certifier under or pursuant to this deed or any Relevant Project Agreement;
- (e) without limiting its obligations under any provision of this deed, warrants to the Other Parties that:
 - (i) it will carry out and perform the Services;
 - (ii) it will make available for the performance of the Services, as a minimum, the levels of resources specified in Schedule 3; and
 - (iii) without limiting subparagraphs (i) and (ii), to the extent the Certification Plan is consistent with:
 - (A) the Relevant Project Agreements;

- (B) the nature of the Services; or
- (C) without limiting subparagraphs (A) or (B), the requirements of clause 4,

it will carry out and perform the Services in accordance with the Certification Plan;

- (f) will provide transport on site for the use of its site personnel;
- (g) will, in carrying out the Services, carry out physical inspections of the Construction Site, any Extra Land, the Bankstown Line, the OTS2 Works and OpCo2's Activities:
 - (i) when appropriate or necessary to do so in order to perform the Services, including for the purpose of:
 - (A) determining, in respect of each Phase:
 - (aa) whether the Nominated Tests have been passed;
 - (bb) whether the requirements for First Passenger Service have been satisfied; and
 - (cc) whether Completion and Final Completion have been achieved by OpCo2; and
 - (B) carrying out BL Inspections (if applicable);
 - (ii) when otherwise reasonably requested by the Principal; and
 - (iii) in a manner which satisfies the requirements of the Certification Plan, and will invite and permit the Other Parties to accompany it on all such inspections;
- (h) will carry out the Services in a manner which does not prevent, hinder, disrupt, delay or otherwise interfere with any work or services performed by any person (including OpCo2) except where it is the unavoidable consequence of performing the Services; and
- (i) in undertaking the Services, will comply with the reasonable site access and work health and safety procedures of OpCo2 and, where applicable, the Principal and Sydney Trains.

3.4 Personnel

- (a) The Greenfield Independent Certifier must provide experienced and skilled personnel to perform its obligations under this deed.
- (b) The Greenfield Independent Certifier must ensure that the nominated people referred to in Schedule 3:
 - (i) perform the services required of their respective positions;
 - (ii) are not removed without the prior written consent of the Other Parties (which consent must not be unreasonably withheld or delayed, and will be deemed to have been given in relation to a party if no response has been received from that party within 7 days of the request for removal), and if any of the people are removed:

- (A) they must be replaced by people of at least equivalent skill, expertise and experience, having regard to the indicative requirements set out in paragraph 2 of Schedule 3 to this deed;
 - (B) they must be approved in writing by the Other Parties, having regard to the indicative requirements set out in paragraph 2 of Schedule 3 to this deed; and
 - (C) there must be, prior to their removal and replacement, a proper handover to ensure that the new personnel have a reasonable understanding of the Relevant Project Agreements and the Services; and
- (iii) are located in Sydney for the performance of the Services and are available for consultation as any Other Party may reasonably require from time to time.
- (c) The Principal may (with OpCo2's consent) direct the Greenfield Independent Certifier to remove from the performance of the Services any of the people referred to in Schedule 3 and the Greenfield Independent Certifier must comply promptly with any such direction and nominate a replacement.
 - (d) The Greenfield Independent Certifier must notify the Other Parties in writing of the names of the person or persons that are authorised to sign the certificates and documents referred to in Schedule 1 which the Greenfield Independent Certifier is required to execute as part of the Services, and must ensure that these certificates and documents are signed by the person or persons so notified.
 - (e) The notification under clause 3.4(d) must be provided at least 30 days before the Greenfield Independent Certifier anticipates it will provide the relevant certificate or document.
 - (f) The Greenfield Independent Certifier must make available additional personnel to the extent required by the Principal.
 - (g) The Greenfield Independent Certifier must ensure that the persons appointed to the positions of:
 - (i) the Greenfield Independent Certifier's Project Director;
 - (ii) the Greenfield Independent Certifier's Representative for Design Phase Services; and
 - (iii) the Greenfield Independent Certifier's Representative for Completion Phase Services,
 including any replacements, at all times:
 - (iv) have the authority to act on behalf of and to bind the Greenfield Independent Certifier in respect of the Services;
 - (v) have full authority to promptly execute documents (including any certifications) and to promptly make decisions in relation to the Services; and
 - (vi) have authority to bind the Greenfield Independent Certifier in relation to any matter arising out of or in connection with the Services.

3.5 Subcontracting

- (a) Subject to clause 3.5(c), the Greenfield Independent Certifier may not subcontract the performance of any of the Services without the prior written consent of the Other Parties (which consent must not be unreasonably withheld or delayed, and will be deemed to have been given in relation to a party if no response has been received from that party within 7 days of the request to subcontract).
- (b) The Greenfield Independent Certifier remains responsible for the performance of the Services in accordance with this deed, notwithstanding any such subcontracting and will be liable for the acts and omissions of any subcontractor as if they were acts or omissions of the Greenfield Independent Certifier.
- (c) Unless the Other Parties otherwise approve in writing, the Greenfield Independent Certifier must contract with the subcontractors set out in Schedule 5 for the performance of the relevant parts of the Services.

3.6 Quality Assurance

- (a) The Greenfield Independent Certifier must implement a quality system in accordance with AS/NZS ISO9000 and AS/NZS ISO9001, and otherwise in a form reasonably acceptable to the Other Parties to ensure compliance of the Services with the requirements of this deed.
- (b) The Greenfield Independent Certifier will not be relieved of any requirement to perform any obligation under this deed as a result of:
 - (i) compliance with the quality assurance requirements of this deed; or
 - (ii) any acts or omissions of the Other Parties with respect to the quality assurance requirements of this deed, including any review of, comments upon, or notice in respect of, the Certification Plan or any audit under clause 3.11.

3.7 Information provided to Greenfield Independent Certifier

- (a) The Greenfield Independent Certifier is entitled to rely on information provided to it in accordance with the OTS2 Project Deed by either of the Other Parties as being true and correct in all material respects unless:
 - (i) such information is:
 - (A) manifestly incorrect;
 - (B) provided on a qualified basis; or
 - (C) actually known or ought to have been known by the Greenfield Independent Certifier to be untrue or incorrect as a result of it carrying out the Services in accordance with, and to the standards acknowledged, required by, or warranted in this deed; or
 - (ii) the Principal or OpCo2 (as the case may be) subsequently informs the Greenfield Independent Certifier of any change to the information provided to it.
- (b) OpCo2 must provide to the Greenfield Independent Certifier (with a copy to the Principal):

- (i) the proposed design package structure, including the number of packages and associated scope and package numbering, and a milestone program for staged submission of each design package in accordance with clause 13.4 (*Preparation and submission of Design Documentation*) of the OTS2 Project Deed (**Design Submission Program**) within 5 Business Days of the date OpCo2 submits the updated Design Management Plan in accordance with clause 8.3 (*Updated Project Plans*) of the OTS2 Project Deed; and
- (ii) an updated Design Submission Program each week during the period that OpCo2 is carrying out design activities under the OTS2 Project Deed.

3.8 Certification Plan

- (a) The Greenfield Independent Certifier must prepare and submit to the Other Parties within 90 days of the date of this deed a Certification Plan which must:
 - (i) be based on the Certification Methodology contained in Schedule 6;
 - (ii) not reduce the effectiveness, methodology, scope, effect, resources or expertise contained in the Certification Methodology contained in Schedule 6; and
 - (iii) comply with or exceed the requirements for the Certification Plan in Schedule 4 of this deed.
- (b) An Other Party may:
 - (i) review the Certification Plan submitted under clause 3.8(a); and
 - (ii) if the Certification Plan does not comply with this deed or if the Other Party believes that the Certification Plan does not provide the information required by Schedule 4, notify the Greenfield Independent Certifier of the non-compliance.
- (c) If the Greenfield Independent Certifier receives a notice under clause 3.8(b)(ii), the Greenfield Independent Certifier must promptly submit an amended Certification Plan to the Other Parties, after which clause 3.8(b) will reapply.
- (d) If the Greenfield Independent Certifier does not receive a notice under clause 3.8(b)(ii) within 15 Business Days after the submission of the relevant Certification Plan, the relevant Certification Plan submitted by the Greenfield Independent Certifier will be the Certification Plan with which the Greenfield Independent Certifier must comply (as it is updated under clause 3.9).

3.9 Revisions to Certification Plan

- (a) The Greenfield Independent Certifier must:
 - (i) progressively (and, as a minimum, at least on each anniversary of the date of this deed) amend, update and develop the Certification Plan throughout the performance of the Services as necessary to reflect the commencement of new stages of the OTS2 Works, any Modifications and any changes in the manner of performing the Services;
 - (ii) ensure that any amendments, updates or developments of the Certification Plan under clause 3.9(a)(i) are consistent with, and provide, the information set out in Schedule 4; and

- (iii) submit each revision of the Certification Plan to the Other Parties for their review and comment.
- (b) An Other Party may:
 - (i) review the Certification Plan submitted under clause 3.9(a)(iii); and
 - (ii) if the Certification Plan does not comply with this deed or the Other Party believes that the revised Certification Plan will lead to a reduction in the effectiveness, methodology, scope, effort, resources or expertise contained in the Certification Plan, notify the Greenfield Independent Certifier of that non-compliance or reduction.
- (c) If the Greenfield Independent Certifier receives a notice under clause 3.9(b)(ii), the Greenfield Independent Certifier must promptly submit an amended Certification Plan to the Other Parties after which clause 3.9(b) will reapply.
- (d) The Other Parties owe no duty to the Greenfield Independent Certifier to review the Certification Plan for errors, omissions or compliance with this deed.
- (e) Without limiting clauses 2.1(c) or 3.3(e), the Greenfield Independent Certifier must not, either in the preparation of the Certification Plan required by clause 3.8 or the amending, updating and development of the Certification Plan required by clauses 3.9(a) and 3.9(c), decrease or otherwise reduce the effectiveness, methodology, performance and timing requirements, scope, effort, resources or expertise from that set out in the Certification Methodology contained in Schedule 6 or the then existing Certification Plan without the written approval of the Other Parties.
- (f) The Greenfield Independent Certifier may not amend the Certification Plan other than in accordance with this clause 3.9.

3.10 **Progress Reports by the Greenfield Independent Certifier**

Throughout the Term, the Greenfield Independent Certifier must provide a monthly progress report to the Principal's Representative and OpCo2 no later than 5 Business Days after the end of the month and in such format as is required by the Principal's Representative and OpCo2, containing, identifying or setting out:

- (a) an executive summary of the Services undertaken by the Greenfield Independent Certifier during the reporting period, which must include a summary and status of the key issues identified by the Greenfield Independent Certifier in connection with the performance of the OTS2 Works by OpCo2, including actions taken to address the issues in the reporting period and proposed future actions;
- (b) a high level summary of the Services proposed to be undertaken by the Greenfield Independent Certifier in the forthcoming reporting period;
- (c) the Greenfield Independent Certifier's current and predicted resourcing structure for the performance of the Services;
- (d) a summary of the Core Services Fee paid to date;
- (e) the forecast effort to complete the Design Phase Services and the Completion Phase Services (as applicable) and the estimated Core Services Fee that would be payable in respect of that effort based on the assumption that there is no applicable Upper Limiting Fee;
- (f) details of any actual or potential Defects or other non-compliances in the OTS2 Works that it has identified during the reporting period;

- (g) certificates or similar documentation anticipated to be developed or provided in the next month; and
- (h) any additional information requested by the Other Parties from time to time.

3.11 **Audit and surveillance**

- (a) The Greenfield Independent Certifier must:
 - (i) allow any audit of its quality assurance system under this deed by the Principal or a third party at, in the case of a third party, the request of the Other Parties or any one of the Other Parties; and
 - (ii) fully co-operate with the Principal or the relevant third party in respect of the carrying out of the quality assurance audit.
- (b) Without limiting the foregoing, the Greenfield Independent Certifier must, at all times:
 - (i) give to the Principal or the third party access to premises occupied by the Greenfield Independent Certifier where the Services are being undertaken; and
 - (ii) permit the Principal or the third party to inspect applicable information relevant to the quality assurance audit.

3.12 **Access to records**

The Greenfield Independent Certifier must, within a reasonable time of any request, give the Other Parties access to any records or other documents received, prepared or generated by the Greenfield Independent Certifier in the course of carrying out the Services.

3.13 **Copies of notices and documents**

All notices and documents:

- (a) provided by the Greenfield Independent Certifier to an Other Party must be copied to the other party; and
- (b) provided by an Other Party to the Greenfield Independent Certifier must be provided by the Greenfield Independent Certifier to the other party.

3.14 **Co-operation with Other Independent Certifiers**

- (a) The parties acknowledge and agree that:
 - (i) OpCo2's Activities may interface with Other Contractors' Activities; and
 - (ii) another independent certifier may be engaged by the Principal (**Other Independent Certifier**) to certify that any Other Contractors' Activities (including Foundation Infrastructure Works) have been designed and constructed in accordance with the requirements of the relevant contract.
- (b) Without limiting or otherwise affecting any of the Greenfield Independent Certifier's obligations under this deed, the Greenfield Independent Certifier must co-operate with Other Independent Certifiers, and do everything reasonably necessary to facilitate Other Independent Certifiers to certify the design and construction of Other Contractors' Activities, including providing Other Independent Certifiers with such assistance or information as may be directed by the Principal's Representative.

- (c) The Greenfield Independent Certifier must ensure that the Principal is provided with a copy of any written communication given by the Greenfield Independent Certifier to an Other Independent Certifier within 2 Business Days of providing the same to that Other Independent Certifier.

3.15 **Conflicts in Documents**

- (a) The Other Parties agree that, notwithstanding any other term of this deed, the Greenfield Independent Certifier is under no obligation to identify or resolve any ambiguity, discrepancy or inconsistency in, or between, the documents comprising the OTS2 Project Deed.
- (b) OpCo2 must provide the Greenfield Independent Certifier with a copy of any notice given by it under clause 1.5(c) of the OTS2 Project Deed within 1 Business Day of giving the notice under that clause.
- (c) The Principal must provide the Greenfield Independent Certifier with a copy of any instruction given by the Principal's Representative under clause 1.5(d) of the OTS2 Project Deed within 1 Business Day of giving the instruction under that clause.
- (d) If the Greenfield Independent Certifier discovers any ambiguity, discrepancy or inconsistency in, or between, the documents comprising the OTS2 Project Deed it shall promptly give notice of that fact to the Other Parties.
- (e) The Principal 's Representative must, within 10 Business Days of receipt of a notice under clause 3.15(d), instruct both OpCo2 and the Greenfield Independent Certifier as to the interpretation to be followed so as to resolve the ambiguity, discrepancy or inconsistency in accordance with the rules set out in clause 1.5 (*Resolution of ambiguities*) of the OTS2 Project Deed.
- (f) The Other Parties agree that the Greenfield Independent Certifier will not be liable for any Claim in connection with the Greenfield Independent Certifier failing to identify any ambiguity, discrepancy or inconsistency or adopting (or otherwise acting in accordance with) any instruction given under clause 1.5 (*Resolution of ambiguities*) of the OTS2 Project Deed or given under this clause 3.15.

3.16 **Document management and transmission**

- (a) Without limiting clause 11.1, the Greenfield Independent Certifier must manage and transmit documents, including using an electronic medium (such as the PDCS) where required by the Principal's Representative, in accordance with the processes, procedures and systems in the SPR or as otherwise required by the Principal's Representative.
- (b) Documents supplied by the Principal to the Greenfield Independent Certifier will remain the property of the Principal and must be returned by the Greenfield Independent Certifier to the Principal on demand in writing. The documents must not, without the prior written approval of the Principal, be used, copied or reproduced for any purpose other than the execution of the Services.
- (c) The Greenfield Independent Certifier must keep all the Greenfield Independent Certifier's records relating to the Services in a secure and fire proof storage.
- (d) The Greenfield Independent Certifier will not be entitled to make, and the Other Parties will not be liable upon, any Claim arising out of or in any way in connection with complying with its obligations under this clause 3.16.

- (e) The Greenfield Independent Certifier must ensure that any documentation that it provides to the Other Parties in computer readable form contains no virus or computer software code which is intended or designed to:
 - (i) permit access to or use of a computer system by a third person not authorised by the Principal; or
 - (ii) disable, damage or erase, or disrupt or impair the normal operation of any other software or data on a computer system.

4. **INDEPENDENCE, CONFIDENTIALITY AND EXCLUSIVITY**

4.1 **Greenfield Independent Certifier to be independent**

The Greenfield Independent Certifier warrants to the Other Parties that in performing the Services, it will act:

- (a) independently of the Other Parties;
- (b) honestly and reasonably;
- (c) with the degree of professional care, knowledge, skill, expertise, experience and diligence which would be reasonably expected of a professional providing services similar to the Services within the design and construction industry generally and the design, construction, operation and maintenance of railways or rapid transit services in particular; and
- (d) within the times prescribed under the Relevant Project Agreements or as anticipated by the Delivery Program in line with the relevant sections of the Design Management Plan.

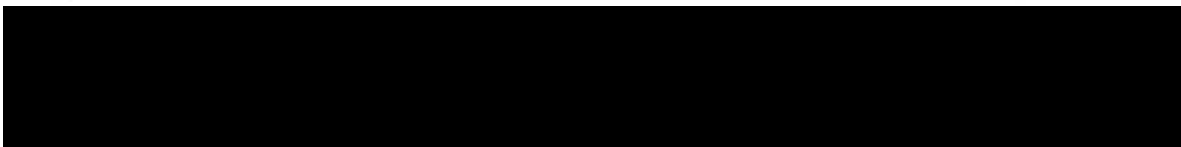
4.2 **Confidentiality**

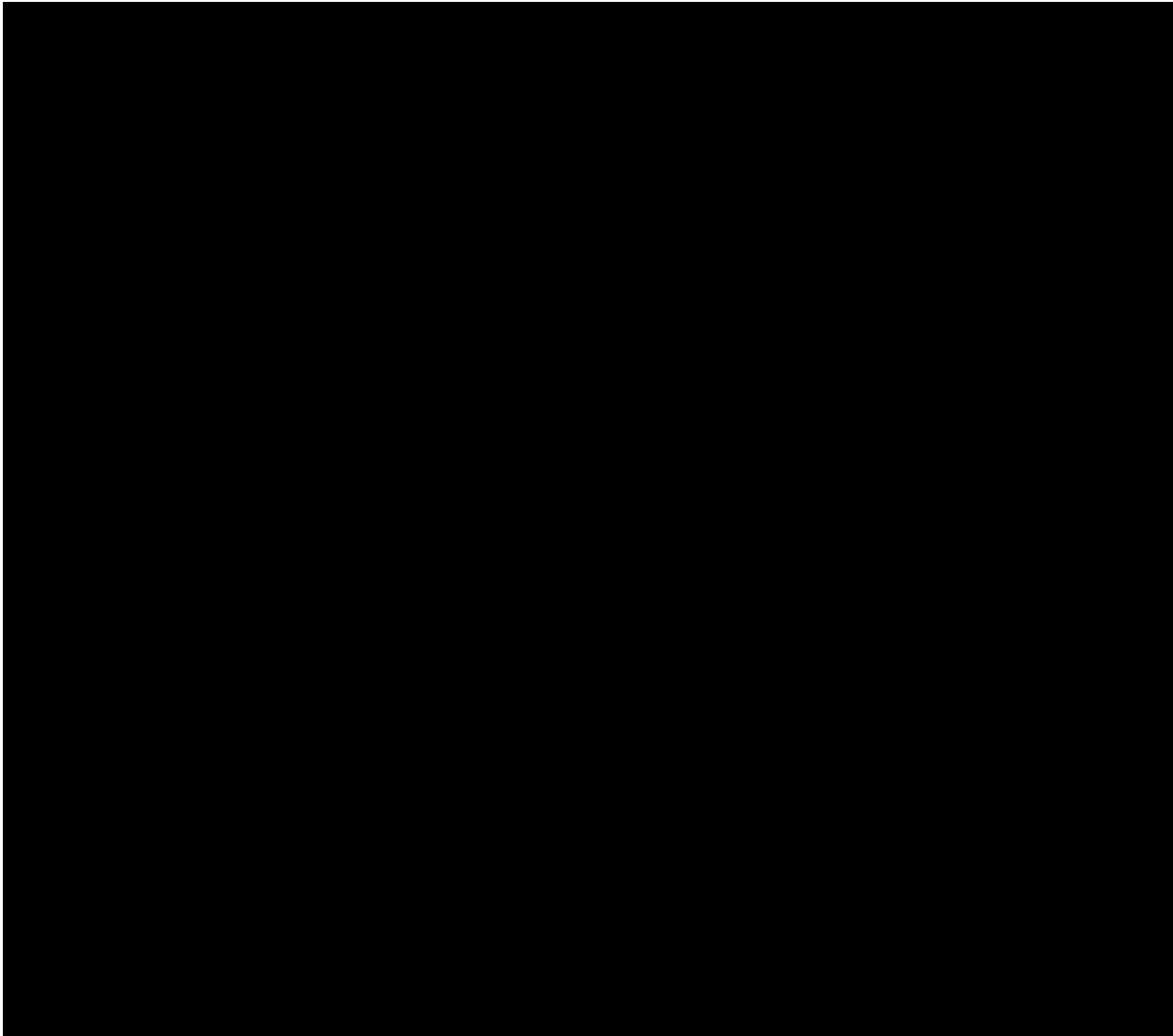
The Greenfield Independent Certifier must:

- (a) keep confidential (and ensure that its employees and agents keep confidential) details of this deed and all information and documents provided to, or by, the Greenfield Independent Certifier relating to the Services, the OTS2 Works, this deed, the Relevant Project Agreements or the Sydney Metro City & Southwest and not provide, disclose or use the information or documents except:
 - (i) to disclose them to the Other Parties;
 - (ii) for the purposes of performing the Services;
 - (iii) where required by law or to obtain legal advice on this deed; or
 - (iv) with the prior written consent of the Other Parties; and
- (b) ensure that its subcontractors comply with the terms of clause 4.2(a).

This obligation will survive completion of the Services or the termination of this deed.

4.3 **Exclusivity**





5. **OBLIGATIONS OF THE OTHER PARTIES**

5.1 **No interference or influence**

- (a) The Other Parties will not interfere with or attempt to improperly influence the Greenfield Independent Certifier in the performance of any of the Services. The parties acknowledge that any communication allowed by this deed will not of itself constitute a breach of this clause 5.1(a).
- (b) Clause 5.1(a) will not prevent the Other Parties from providing written comments in accordance with the OTS2 Project Deed to the Greenfield Independent Certifier in respect of the Design Documentation or any other aspect of OpCo2's Activities (including in connection with the Greenfield Independent Certifier's determination of whether any Nominated Test has been passed, whether the requirements for First Passenger Service have been satisfied or whether Completion and Final Completion in respect of any Phase has been achieved by OpCo2) and the Greenfield Independent Certifier must consider any such comments received from the Other Parties.

5.2 **Co-operation**

- (a) Without limiting or otherwise affecting any of the Other Parties' obligations under this deed or the Relevant Project Agreements:

- (i) the Other Parties must co-operate with and provide the Greenfield Independent Certifier with all information and documents necessary or reasonably required by the Greenfield Independent Certifier, or otherwise reasonably requested by the Greenfield Independent Certifier or directed by the Principal;
 - (ii) OpCo2 must allow the Greenfield Independent Certifier to attend all meetings and procure for the Greenfield Independent Certifier access to all premises as may be reasonably necessary to enable the Greenfield Independent Certifier to perform the Services or as reasonably requested by the Greenfield Independent Certifier or directed by the Principal, including allowing the Greenfield Independent Certifier to have safe, convenient and unimpeded access to the Construction Site and any Extra Land and all areas where the OTS2 Works are being performed, from the date on which OpCo2 is provided with access under the OTS2 Project Deed and subject to the Greenfield Independent Certifier complying with OpCo2's reasonable site safety and security procedures; and
 - (iii) the Principal must procure for the Greenfield Independent Certifier access to such premises as may be reasonably necessary to enable the Greenfield Independent Certifier to perform BL Inspections (if applicable), subject to the Greenfield Independent Certifier complying with the Principal's and Sydney Trains' reasonable site safety and security procedures.
- (b) OpCo2 must ensure that:
- (i) Hold Points and Witness Points are included in the Delivery Program as reasonably required by the Greenfield Independent Certifier to enable the Greenfield Independent Certifier to perform the Services; and
 - (ii) the Principal is provided with a copy of any written communication given by OpCo2 to the Greenfield Independent Certifier within 2 Business Days of providing the same to the Greenfield Independent Certifier.
- (c) OpCo2 promises for the benefit of the Greenfield Independent Certifier to comply with its obligations under clauses 13.4 (*Preparation and submission of Design Documentation*) and 17.3 (*Delivery program*) of the OTS2 Project Deed.
- (d) The Greenfield Independent Certifier will not be liable for any Claim in connection with any failure by the Greenfield Independent Certifier to perform the Services in accordance with this deed to the extent such failure has been caused by a breach of clause 5.2(c).

5.3 **Principal to have no liability**

Each party acknowledges that the Principal is not liable, nor will be taken to have a liability, or to have assumed a liability or become (on enforcement of any of their powers or otherwise) liable:

- (a) to any party to this deed by reason of the Principal being a party to this deed; or
- (b) for the performance of any obligation of OpCo2 or the Greenfield Independent Certifier under this deed or under any Relevant Project Agreement.

6. ADDITIONAL SERVICES, CHANGES TO CORE SERVICES, SUSPENSION OF SERVICES AND APPOINTMENT OF SUBSTITUTE CERTIFIER

6.1 Additional Services

- (a) At any time during the Term, the Principal may issue an Additional Services Order to the Greenfield Independent Certifier including the following details:
 - (i) a description of the Additional Services to be performed by the Greenfield Independent Certifier under the Additional Services Order, including:
 - (A) the program for carrying out the Additional Services;
 - (B) the personnel required to perform the Additional Services; and
 - (C) the estimated number of hours or days (as applicable) required to be performed by each personnel; and
 - (ii) the Additional Services Fee payable by the Principal for the performance of the Additional Services the subject of the Additional Services Order, which must be:
 - (A) calculated by reference to the schedule of rates set out in the Payment Schedule; or
 - (B) if the nature of the Additional Services are such that the schedule of rates set out in the Payment Schedule is not applicable, based on reasonable rates and prices.
- (b) The Greenfield Independent Certifier must, within five Business Days of receipt of an Additional Services Order, provide the Principal with a notice either:
 - (i) accepting the Additional Services Order; or
 - (ii) containing detailed written reasons why it cannot accept the Additional Services Order.
- (c) An Additional Services Order is deemed accepted for all purposes under this deed if no notice is received by the Principal from the Greenfield Independent Certifier in accordance with clause 6.1(b).
- (d) If an Additional Services Order is accepted or deemed to be accepted by the Greenfield Independent Certifier under this clause 6.1:
 - (i) the Additional Services set out in that Additional Services Order become part of the Services and must be performed in accordance with this deed; and
 - (ii) the Additional Services Fee (if any) set out in that Additional Services Order becomes part of the Fee and must be paid in accordance with this deed.
- (e) The Principal is not obliged to issue any Additional Services Order to the Greenfield Independent Certifier under clause 6.1(a).
- (f) The Greenfield Independent Certifier acknowledges that:
 - (i) the Principal has made no representations as to the amount of work or services (if any) which the Principal may request the Greenfield Independent Certifier to perform under Additional Services Orders;

- (ii) the Greenfield Independent Certifier may not make any Claim against the Principal on the basis that the Principal has not requested or engaged the Greenfield Independent Certifier to perform any or sufficient work or services under Additional Services Orders;
- (iii) the Principal is entitled to engage other contractors to perform services similar to the Services; and
- (iv) the Principal has identified that the services set out in Schedule 1A (*Options for Additional Services*) are:
 - (A) options for an Additional Service Order;
 - (B) not part of the Core Services; and
 - (C) may be incorporated into the Services pursuant to the process set out in this clause 6.1.

6.2 **Change to Core Services**

Without limiting clause 6.1, the Other Parties may, by joint written notice to the Greenfield Independent Certifier, direct the Greenfield Independent Certifier to carry out a change to the Core Services (including an addition or omission) and the Greenfield Independent Certifier must comply with that direction.

6.3 **Suspension of Services**

The Other Parties may, by joint written notice to the Greenfield Independent Certifier, direct the Greenfield Independent Certifier to suspend any or all of the Services for the period of time specified in the notice [REDACTED]

6.4 **Appointment of Substitute Certifier**

- (a) The Greenfield Independent Certifier acknowledges and agrees that the Other Parties may appoint another certifier (**Substitute Certifier**) to carry out those Services which are omitted as a result of a change to the Core Services directed under clause 6.2, and any decision of a Substitute Certifier appointed will be treated (between the Principal, OpCo2 and the Greenfield Independent Certifier) as if it is a decision of the Greenfield Independent Certifier, and the Substitute Certifier will have all of the rights, powers and obligations of the Greenfield Independent Certifier under the Relevant Project Agreements in connection with those Services.
- (b) Notwithstanding a change to the Core Services or the appointment of a Substitute Certifier, the Greenfield Independent Certifier must continue to perform the Services, as varied in accordance with this clause 6, in accordance with this deed. Without prejudice to any Claim in respect of the performance of the Greenfield Independent Certifier, the Greenfield Independent Certifier is not responsible for the performance of the Substitute Certifier.

7. **LIABILITY, INSURANCE AND INDEMNITY**

7.1

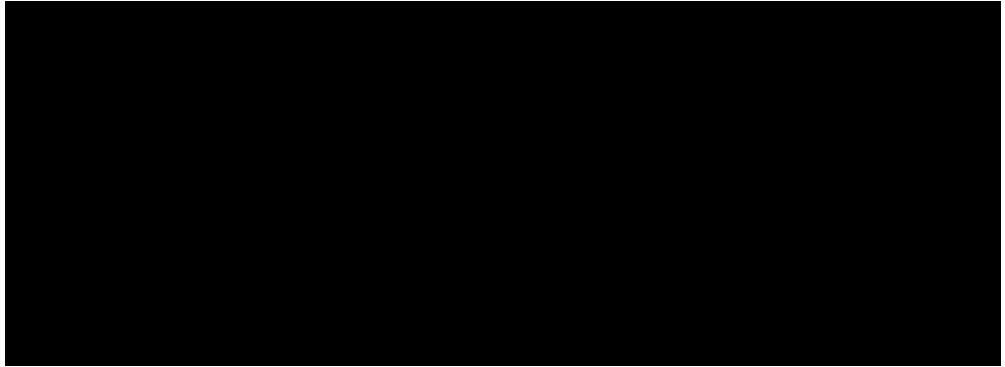
7.2

7.3

7.4 **Insurances**

- (a) The Greenfield Independent Certifier must, from the later of the date of the OTS2 Project Deed and the date of this deed, hold and maintain:

(i)



(ii) workers compensation insurance in accordance with the requirements of law;

(iii) public liability insurance with:

(A) a limit of indemnity of not less than [REDACTED] for any one claim in respect of civil liability for third party property damage, personal injury or death arising from the performance of the Services under this deed; and

(B) a deductible of not more than [REDACTED]; and

(iv) such other insurance as may reasonably be required by the Other Parties.

(b) All insurance policies effected by the Greenfield Independent Certifier in compliance with this clause 7.4 must be taken out with Reputable Insurers approved by the Principal's Representative (such approval not to be unreasonably withheld).

7.5 Notice of matter affecting insurance

The Greenfield Independent Certifier must notify the Other Parties immediately upon becoming aware and, where possible, no later than 30 days in advance of any event which could affect its insurance cover or if any policy is cancelled, avoided or allowed to lapse.

7.6 Provision of information

The Greenfield Independent Certifier must provide to the Other Parties:

(a) certified copies of the project-specific professional indemnity insurance policy effected by the Greenfield Independent Certifier for the purpose of this clause 7; and

(b) certificates of currency, with respect to the insurances effected and maintained by the Greenfield Independent Certifier for the purposes of this clause 7,

at any time and from time to time on request by any party and prior to the renewal of each policy.

7.7 Periods for insurance

The Greenfield Independent Certifier must maintain:

(a) the project-specific professional indemnity insurance for a period of 7 years (whether annually renewable or a single project policy) after the Date of Final Completion of Phase 2 or the date of termination of this deed, whichever is earlier;

(b) the workers compensation insurance until it ceases to perform the Services;

(c) the public liability insurance until it ceases to perform the Services; and

- (d) any other insurances for such time as may reasonably be required by the Other Parties.

7.8 Obligations unaffected by insurance

The requirement to effect and maintain insurance in this clause 7 does not limit the liability or other obligations of the Greenfield Independent Certifier under this deed.

7.9 Indemnity

- (a) Subject to clauses 7.1, 7.3 and 7.9(b), the Greenfield Independent Certifier is liable for and indemnifies each Other Party against:

- (i) any liability, loss, claim, expense or damage which they may pay, suffer or incur in respect of:

- (A) any damage to or loss of property; or

- (B) death of or injury to any person,

insofar as the liability, loss, claim, expense or damage arises out of the act, error or omission of the Greenfield Independent Certifier, its employees, agents or consultants; and

- (ii) any liability, loss, claim, expense or damage arising out of or in any way in connection with:

- (A) the Greenfield Independent Certifier's breach of its obligations under this deed; or

- (B) any fraudulent, negligent or other wrongful act or omission by the Greenfield Independent Certifier.

- (b) The Greenfield Independent Certifier's liability to indemnify an Other Party under clause 7.9(a) will be reduced to the extent that an act or omission of that Other Party has contributed to that liability, loss, claim, expense or damage.

8. DISPUTE RESOLUTION

8.1 Procedure for resolving disputes

- (a) The parties agree that they will attempt to resolve all disputes in accordance with the procedures set out in this clause 8.
- (b) It is a condition precedent to the referral of a dispute to litigation that a party first exhausts the procedures referred to in clause 8.2.

8.2 Negotiation

- (a) If a dispute arises, then a party to the dispute may give notice to the other parties to the dispute, requesting that the dispute be referred for resolution to the respective chief executive officers of those parties to the dispute.
- (b) A notice under clause 8.2(a) must:
 - (i) be in writing;
 - (ii) state that it is a notice under this clause 8.2; and

- (iii) include, or be accompanied by, reasonable particulars of the matters in dispute.
- (c) If a dispute is referred to the persons referred to in clause 8.2(a) (**Dispute Representatives**), then the Dispute Representatives (or the persons for the time being acting in those positions) must meet and use reasonable endeavours acting in good faith to resolve the dispute (in whole or in part) within 10 Business Days of the date on which the notice under clause 8.2(a) is received. The joint decisions (if any) of the Dispute Representatives must be reduced to writing within the 10 Business Days referred to in this clause 8.2(c) and will be contractually binding on the parties to the dispute.
- (d) The 10 Business Days referred to in clause 8.2(c) may be extended by agreement of the parties to the dispute in writing.

8.3 **Continue to perform**

Notwithstanding the existence of a dispute, each of the Other Parties and the Greenfield Independent Certifier must continue to perform their obligations under this deed.

9. **TERMINATION OF APPOINTMENT**

9.1 **Notice of termination**

- (a) The Other Parties may terminate the appointment of the Greenfield Independent Certifier under this deed by joint notice in writing served on the Greenfield Independent Certifier if:
 - (i) the Greenfield Independent Certifier is in breach of this deed and the breach is not remediable in the reasonable opinion of the Other Parties;
 - (ii) the Greenfield Independent Certifier is in breach of this deed and the breach, being remediable in the reasonable opinion of the Other Parties, has not been remedied within 7 days of the service by the Other Parties of a notice specifying the breach and requiring the breach to be remedied;
 - (iii) an Insolvency Event occurs in relation to the Greenfield Independent Certifier;
or
 - (iv) a Change in Control of the Greenfield Independent Certifier occurs which adversely affects the ability of the Greenfield Independent Certifier to perform the Services.
- (b) The Other Parties may, in their absolute discretion for any reason whatsoever, serve on the Greenfield Independent Certifier a joint notice of termination of the appointment of the Greenfield Independent Certifier in respect of the Services, on a date specified in the notice, being not less than 15 Business Days after the date of issue of the notice.

9.2 **Termination**

Where a notice is served on the Greenfield Independent Certifier under clause 9.1, the appointment of the Greenfield Independent Certifier will terminate upon the earlier of:

- (a) the date specified in the notice issued under clause 9.1; or
- (b) the appointment of a replacement for the Greenfield Independent Certifier.

9.3 Delivery of documents

Upon the earlier of the date of termination of the appointment of the Greenfield Independent Certifier and the date of completion of the Services, the Greenfield Independent Certifier:

- (a) must deliver up to the Other Parties or to such other person as the Other Parties may direct, all books, records, drawings, specifications and other documents in the possession, custody or control of the Greenfield Independent Certifier relating to the Services;
- (b) may retain a copy of those books, records, drawings, specifications and other documents referred to in clause 9.3(a) for the sole purpose of business record keeping, insurance and quality assurance, subject to the Greenfield Independent Certifier complying with its confidentiality obligations under clause 4.2; and
- (c) acknowledges that the Other Parties have the right to use all such documents for any purposes in connection with the Sydney Metro City & Southwest, the OTS2 Works, OpCo2's Activities or the Relevant Project Agreements, provided that the Greenfield Independent Certifier will have no liability to the Other Parties in relation to any documents handed over pursuant to clause 9.3(a) unless such documents have been formally issued and marked as final by the Greenfield Independent Certifier.

9.4 Reasonable assistance

Where the Other Parties give a notice under clause 9.1 of termination of the appointment of the Greenfield Independent Certifier, the Greenfield Independent Certifier must provide full assistance to the Other Parties and any appointed replacement for the Greenfield Independent Certifier in order to enable such replacement to be in a position to perform the Services with effect from the appointment of such replacement.

9.5 Payment until date of termination

Where the appointment of the Greenfield Independent Certifier is terminated under clause 9.1(b), the Greenfield Independent Certifier is only entitled to be paid the proportion of the Fee for Services performed up to the date of the termination [REDACTED]

9.6 Termination without prejudice

Termination of the appointment of the Greenfield Independent Certifier will be without prejudice to any Claim which any of the Other Parties may have in respect of any breach of the terms of this deed which occurred prior to the date of termination.

9.7 Survive termination

This clause 9 will survive the termination of this deed under clause 9.1.

9.8 Rights upon termination

If the appointment of the Greenfield Independent Certifier is terminated pursuant to clause 9.1(a), the parties' remedies, rights and liabilities will be the same as they would have been under the law governing the deed had the Greenfield Independent Certifier repudiated the deed and the Other Parties elected to treat the deed as at an end and recover damages.

10. **GST**

- (a) Except where the context suggests otherwise, terms used in this clause 10 have the meaning given to those terms by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended from time to time).
- (b) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 10.
- (c) Unless otherwise expressly stated, all consideration to be provided under this deed (other than under this clause 10) is exclusive of GST. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purpose of this clause 10.
- (d) Any payment or reimbursement required to be made under this deed that is calculated by reference to a cost, expense or other amount paid or incurred will be limited to the total costs, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.
- (e) If GST is payable in relation to a supply made under or in connection with this deed, then any party (**Recipient**) that is required to provide consideration to another party (**Supplier**) for that supply must pay an additional amount to the Supplier equal to the amount of that GST at the same time as any other consideration is to be first provided for that supply.
- (f) The Supplier must provide a tax invoice to the Recipient at the same time as any consideration is to be first provided for that supply.
- (g) If the GST payable in relation to a supply made under or in connection with this deed varies from the additional amount paid by the Recipient under clause 10(e), then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this clause 10(g) is deemed to be a payment, credit or refund of the additional amount payable under clause 10(e). If any adjustment event occurs in relation to a supply, the Supplier must give the Recipient an adjustment note event within 7 days after the date of the adjustment event.

11. **GENERAL**

11.1 **Notices**

- (a) Wherever referred to in this clause, "**Notice**" means each communication (including each notice, consent, approval, request and demand) under or in connection with this deed.
- (b) At any time and from time to time, the Principal's Representative may notify the Greenfield Independent Certifier that a PDCS will be used for giving Notices under or in connection with this deed. The Principal's Representative's notice will set out:
 - (i) the name of the relevant PDCS;
 - (ii) the commencement date for use of the PDCS;
 - (iii) any password, login details or similar information required for the Greenfield Independent Certifier to use the PDCS; and

(iv) any other information reasonably necessary for the use and service of Notices via the PDCS.

(c) Each Notice must:

(i) before the date referred to in clause 11.1(b):

(A) be in writing;

(B) be addressed as follows (or as otherwise notified by that party to each other party from time to time):

(aa) to the Principal's Representative:

Address:

Email:

Attention:

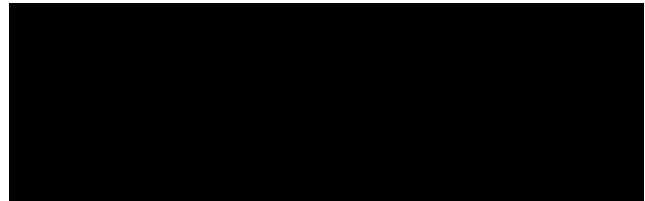


(bb) to the Greenfield Independent Certifier:

Address:

Email:

Attention:

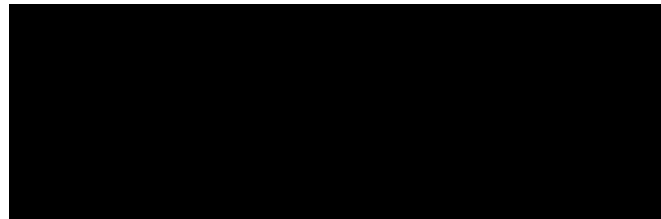


(cc) to OpCo2:

Address:

Email:

Attention:



(ii) on and from the commencement date for use of the PDCS referred to in clause 11.1(b):

(A) be sent through the PDCS in accordance with the requirements set out in clause 11.1(e); and

(B) in circumstances where the PDCS is temporarily disabled or not operating for a period in excess of 2 hours, be issued in accordance with clause 11.1(c)(i).

(d) A communication is taken to be received by the addressee:

(i) (in the case of a Notice sent through the PDCS) at the time recorded on the PDCS as being the time at which the Notice was sent;

- (ii) (in the case of prepaid post sent to an address in the same country) 2 Business Days after the date of posting;
 - (iii) (in the case of international post) 7 Business Days after the date of posting;
 - (iv) (in the case of delivery by hand) on delivery; and
 - (v) (in the case of email):
 - (A) if it is transmitted by 5:00pm (Sydney time) on a Business Day – on that Business Day; or
 - (B) if it is transmitted after 5:00pm (Sydney time) on a Business Day, or on a day that is not a Business Day – on the next Business Day..
- (e) With respect to Notices sent through the PDCS:
- (i) all Notices must be submitted by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;
 - (ii) only the text in any Notice, or subject to clause 11.1(e)(iii), any attachments to such Notice which are referred to in the Notice, will form part of the Notice. Any text in the subject line will not form part of the Notice; and
 - (iii) an attachment to a Notice will only form part of a Notice if it is uploaded to the PDCS in:
 - (A) pdf format;
 - (B) a format compatible with Microsoft Office; or
 - (C) such other format as may be agreed between the parties in writing from time to time.
- (f) The Greenfield Independent Certifier warrants that it will:
- (i) ensure that it has internet access which is sufficient to facilitate use of the full functionality of the PDCS;
 - (ii) ensure that relevant personnel log on and use the PDCS and check whether Notices have been received on each Business Day;
 - (iii) comply with any user guide and protocol with respect to the PDCS provided by the Principal to the Greenfield Independent Certifier from time to time;
 - (iv) ensure all relevant personnel attend all necessary training required by the Principal's Representative;
 - (v) advise the Principal's Representative of which personnel require access to the PDCS;
 - (vi) at all times, ensure that it has access to personnel trained in the use of the PDCS so as to be able to view, receive and submit communications (including Notices) using the PDCS; and
 - (vii) as soon as practicable, at the first available opportunity following any period of time during which the PDCS is temporarily disabled or not operating, send

all communications which have been issued pursuant to clause 11.1(c)(ii)(B) to the Principal's Representative through the PDCS.

- (g) If the Greenfield Independent Certifier is an unincorporated joint venture and one of the joint venturers is, a foreign company (as defined in the Corporations Act), the Greenfield Independent Certifier must:
 - (i) appoint a local process agent acceptable to the Principal as its agent to accept service of process under or in any way in connection with this deed. The appointment must be in a form acceptable to the Principal and may not be revoked without the Principal's consent; and
 - (ii) obtain the process agent's consent to the appointment.
- (h) The Principal has no liability for any losses the Greenfield Independent Certifier may suffer or incur arising out of or in connection with its access to or use of the PDCS or any failure of the PDCS, and the Greenfield Independent Certifier will not be entitled to make, and the Principal will not be liable upon, any Claim against the Principal arising out of or in connection with the Greenfield Independent Certifier's access to or use of the PDCS or any failure of the PDCS.
- (i) Wherever this deed requires the Greenfield Independent Certifier to provide any documents, notices or other communications to a party other than an Other Party, the Greenfield Independent Certifier must address such communications to that party:
 - (i) at the address notified to the Greenfield Independent Certifier by the Principal; or
 - (ii) if required by the Principal, by way of the PDCS.

11.2 **Governing Law**

This deed is governed by and must be construed according to the law applying in New South Wales.

11.3 **Jurisdiction**

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales and the courts competent to determine appeals from those courts, with respect to any action or proceedings which may be brought at any time relating in any way to this deed; and
- (b) waives any objection it may now or in the future have to the venue of any action or proceedings, and any claim it may now or in the future have that any action or proceedings have been brought in an inconvenient forum, if that venue falls within clause 11.3(a).

11.4 **Principal as a public authority**

- (a) This deed will not in any way unlawfully restrict or otherwise unlawfully affect the unfettered discretion of the Principal to exercise any of its functions and powers pursuant to any law.
- (b) Each of the Greenfield Independent Certifier and OpCo2 acknowledge and agree that, without limiting clause 11.4(a), anything which the Principal does, fails to do or purports to do pursuant to its functions and powers under any law (but to avoid

doubt, excluding the *Public Authorities (Financial Arrangements) Act 1987 (NSW)* insofar as it authorises the execution of an exercise of powers under this deed) will be deemed not to be an act or omission by the Principal under this deed and will not entitle any of the Greenfield Independent Certifier or OpCo2 to make any Claim against the Principal.

- (c) The parties agree that clauses 11.4(a) and 11.4(b) are taken not to limit any liability which the Principal would have had to the Greenfield Independent Certifier or OpCo2 under this deed as a result of a breach by the Principal of a term of this deed but for clauses 11.4(a) and 11.4(b) of this deed.

11.5 **Amendments**

This deed may only be varied by a deed executed by or on behalf of each of the parties.

11.6 **Waiver**

- (a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this deed by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this deed.
- (b) A waiver or consent given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party.
- (c) No waiver of a breach of a term of this deed operates as a waiver of another breach of that term or of a breach of any other term of this deed.

11.7 **Cost of performing obligations**

Each party must, unless this deed expressly provides otherwise, pay its own costs and expenses in connection with performing its obligations under this deed.

11.8 **Further acts and documents**

Each party must promptly do all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this deed.

11.9 **Consents**

A consent required under this deed from a party may be given or withheld, or may be given subject to any conditions, as that party (in its absolute discretion) thinks fit, unless this deed expressly provides otherwise.

11.10 **Assignment**

- (a) Assignment by the Greenfield Independent Certifier

The Greenfield Independent Certifier cannot assign, novate or otherwise transfer any of its rights, interests or obligations under this deed without the prior written consent of each Other Party unless this deed expressly provides otherwise.

- (b) Assignment by OpCo2

- (i) Subject to clause 11.10(b)(ii), OpCo2 cannot assign, novate or otherwise transfer any of its rights or obligations under this deed without the prior consent of each other party unless this deed expressly provides otherwise.

- (ii) OpCo2 may grant security over its rights under and interests in this deed in favour of its financiers.
- (c) Assignment and novation by the Principal
 - (i) Without limiting clause 11.11, the Principal may:
 - (A) assign, novate or otherwise transfer all or any part of its rights under this deed without the Greenfield Independent Certifier's or OpCo2's prior approval, provided that the assignee, novatee or transferee (as applicable) is also a party to whom the Principal is assigning, novating or transferring its rights under the OTS2 Project Deed in accordance with the terms of the OTS2 Project Deed; and
 - (B) not otherwise assign, novate or otherwise transfer all or any part of its rights under this deed without each of the Greenfield Independent Certifier's and OpCo2's prior written consent (which must not be unreasonably withheld or delayed),

and may disclose to a proposed assignee, novatee or transferee any information in the possession of the Principal relating to the Greenfield Independent Certifier or OpCo2.
 - (ii) In the case of a novation by the Principal under this clause 11.10(c):
 - (A) the Principal will be released from its obligations under this deed and the respective rights of the Principal, the Greenfield Independent Certifier and OpCo2 against one another under this deed will cease;
 - (B) the novated agreement will be on the same terms as this deed, such that the incoming party, the Greenfield Independent Certifier and OpCo2 will assume the same obligations to one another and acquire the identical rights against one another as the rights and obligations discharged under clause 11.10(c)(ii)(A), except that the incoming party replaces the Principal for all purposes under the agreement; and
 - (C) the Greenfield Independent Certifier and OpCo2 consent to the disclosure by or on behalf of the Principal to the incoming party of their confidential information for the purposes of the novation.
 - (iii) The Principal may at any time enter into any subcontracting, delegation or agency agreements or arrangements in relation to any of its functions.

11.11 Transfer of functions or Public Transport Agency assets

- (a) The parties acknowledge that:
 - (i) a Public Transport Agency may be reconstituted, renamed, dissolved, replaced or restructured and that some or all of the powers, functions, assets, rights, liabilities or responsibilities of a Public Transport Agency may be transferred to or vested in another entity;
 - (ii) if a Public Transport Agency is reconstituted, renamed, dissolved, replaced or restructured and/or some or all of that Public Transport Agency's powers, functions, rights or responsibilities are transferred to or vested in another entity, then unless otherwise notified by the Public Transport Agency, references in this deed to that Public Transport Agency must, subject to any facilitative legislation, be deemed to refer, as applicable, to the reconstituted, renamed, restructured or new entity or entity replacing that Public Transport

Agency to the extent that such entity has assumed or has had transferred to it or vested in it those powers, functions, rights or responsibilities; and

- (iii) a Public Transport Agency may be required to or may, at its absolute discretion, elect to (including as a result of changes to New South Wales government policy or directions) acquire, or dispose of, any property or assets.
- (b) The Greenfield Independent Certifier and OpCo2 acknowledge and agree that they must, to the extent required by a Public Transport Agency and without limiting any facilitative legislation, negotiate in good faith any variations required to this deed, or any replacement agreement or agreements for this deed to give effect to a Public Transport Agency being reconstituted, renamed, dissolved, replaced or restructured.
- (c) The Greenfield Independent Certifier and OpCo2 will be taken for all purposes to have consented to, and will not have, and no Public Transport Agency will be liable for, any Claim as a result of any action, matter or circumstance referred to in, or contemplated by this clause 11.11.
- (d) For the purposes of this clause 11.11, "another entity" means a government or semi-government entity including any agency, statutory corporation, statutory authority, department or state owned corporation.

11.12 **Replacement body**

Where a reference is made to any Authority, institute, association, body, person or organisation (**Former Body**) which is reconstituted, renamed, replaced, ceases to exist or has its powers or functions transferred to another Authority, institute, association, body, person or organisation, that reference will be deemed to refer to the Authority, institute, association, body, person or organisation (**Replacement Body**) which then serves substantially the same powers, functions or objects as the Former Body. Any reference to any senior officer of the Former Body will be to the equivalent senior officer of the Replacement Body.

11.13 **Counterparts**

This deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

11.14 **No representation or reliance**

- (a) Each party acknowledges that no party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this deed, except for representations or inducements expressly set out in this deed.
- (b) Each party acknowledges and confirms that it does not enter into this deed in reliance on any representation or other inducement by or on behalf of any other party, except for representations or inducements expressly set out in this deed.

11.15 **Expenses**

Except as otherwise provided in this deed, each party must pay its own costs and expenses in connection with negotiating and preparing this deed.

11.16 **Entire agreement**

To the extent permitted by law, in relation to its subject matter, this deed:

- (a) embodies the entire understanding of the parties, and constitutes the entire terms agreed by the parties; and
- (b) supersedes any prior written or other agreement of the parties.

11.17 Indemnities

- (a) Each indemnity in this deed is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this deed.
- (b) It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this deed.
- (c) A party must pay on demand any amount it must pay under an indemnity in this deed.

11.18 No agency, partnership, joint venture or other fiduciary relationship

Nothing in this deed will be construed or interpreted as:

- (a) conferring a right in favour of any party to enter into any commitment on behalf of another party or otherwise to act as agent of another party; or
- (b) constituting the relationship between any two or more of the parties (or all of the parties) as that of partners, joint venturers or any other fiduciary relationship.

11.19 Severance

If at any time any provision of this deed is or becomes void, illegal, invalid or unenforceable in any respect under the law of any jurisdiction, then that will not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this deed; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this deed.

11.20 Moratorium legislation

To the fullest extent permitted by law, the provisions of all laws which at any time operate directly or indirectly to lessen or affect in favour of a party any obligation under this deed, or to delay or otherwise prevent or prejudicially affect the exercise by a party of any right, power or remedy under this deed or otherwise, are expressly waived.

11.21 Exclusion of proportionate liability scheme

- (a) To the extent permitted by law, Part 4 of the *Civil Liability Act 2002* (NSW) (and any equivalent statutory provision in any other state or territory) is excluded in relation to all and any rights, obligations or liabilities of any party under this deed whether these rights, obligations or liabilities are sought to be enforced in contract, tort or otherwise.
- (b) Without limiting the above, the rights, obligations and liabilities of the parties under this deed with respect to proportionate liability are as specified in this deed and not otherwise, whether these rights, obligations or liabilities are sought to be enforced by a claim in contract, in tort or otherwise.

11.22 **Joint and several liability**

- (a) The obligations of the Greenfield Independent Certifier, if more than one person, under this deed, are joint and several and each person constituting the Greenfield Independent Certifier acknowledges and agrees that it will be causally responsible for the acts and omissions (including breaches of this deed) of the other as if those acts or omissions were its own and the Other Parties may proceed against any one or all of them.
- (b) The rights of the Greenfield Independent Certifier, if more than one person, under this deed (including the right to payment) jointly benefit each person constituting the Greenfield Independent Certifier (and not severally or jointly and severally).
- (c) Any payment by the Other Parties under this deed to any account nominated in writing by the Greenfield Independent Certifier, or failing such nomination, to any one or more persons constituting the Greenfield Independent Certifier, will be deemed to be payment to all persons constituting the Greenfield Independent Certifier.
- (d) The Greenfield Independent Certifier may not exercise any right under this deed unless that right is exercised concurrently by all persons constituting the Greenfield Independent Certifier.

12. **AUSTRALIAN GOVERNMENT REQUIREMENTS**

- (a) The Greenfield Independent Certifier:
 - (i) declares as at the date of this deed; and
 - (ii) must ensure during the term of this deed,

that, in relation to the Services, it and its subcontractors, consultants and each related entity:
 - (iii) complies with, and acts consistently with, the Building Code;
 - (iv) meets the requirements of section 11 of the Building Code;
 - (v) is not subject to an Exclusion Sanction or a formal warning that any further failure to comply with the Building Code may result in the imposition of an Exclusion Sanction;
 - (vi) has not been the subject of an adverse decision, direction or order, or failed to comply with a decision, direction or order, made by a court or tribunal for a breach of the BCIIP Act, a designated building law, work health and safety law, competition and consumer law or the *Migration Act 1958* (Cth) (other than a decision, direction or order that is stayed or has been revoked);
 - (vii) has not been required to pay any amount under an adjudication certificate or owed any unsatisfied judgement debts to a building contractor or building industry participant (as those terms are defined in the BCIIP Act);
 - (viii) only uses products that comply with the relevant Australian standards published by, or on behalf of, Standards Australia;
 - (ix) unless approved by the ABC Commissioner, is not excluded from performing Building Work funded by a state or territory government; and

- (x) complies with the Workplace Relations Management Plan approved by the ABCC in accordance with Part 6 of the Building Code.
- (b) The Greenfield Independent Certifier acknowledges and agrees that compliance with the Building Code does not relieve the Greenfield Independent Certifier from any responsibility or obligation under this deed.
- (c) The Greenfield Independent Certifier must promptly:
 - (i) notify the ABCC of:
 - (A) any breach or suspected breach of the Building Code as soon as practicable, but no later than 2 Business Days after becoming aware of the breach or suspected breach, and advise the ABCC of the steps proposed to be taken by the Greenfield Independent Certifier to rectify the breach; and
 - (B) the steps taken to rectify any breach of the Building Code within 10 days of providing a notification under clause 12(c)(i)(A); and
 - (ii) give the Principal a copy of any notification given by the Greenfield Independent Certifier to the ABCC under clause 12(c)(i) and respond to any requests for information by the Principal concerning matters related to the Building Code so as to enable the Principal to comply with its obligations under section 28 of the Building Code.
- (d) The Greenfield Independent Certifier acknowledges the powers and functions of the ABC Commissioner and the ABCC under the BCIIP Act and the Building Code and must ensure that it (and must procure that its subcontractors, consultants and each related entity) complies with any requests made by the ABCC and the ABC Commissioner within those powers and functions, including requests:
 - (i) for entry under section 72 of the BCIIP Act;
 - (ii) to interview any person under section 74 of the BCIIP Act;
 - (iii) to produce records or documents under sections 74 and 77 of the BCIIP Act; and
 - (iv) for information concerning matters relating to the Building Code under subsection 7(c) of the Building Code.
- (e) The Greenfield Independent Certifier must not enter into a subcontract for any aspect of the Services unless:
 - (i) the subcontractor has submitted a Declaration of Compliance, including the further information outlined in Attachment A to the Declaration of Compliance, which the Greenfield Independent Certifier agrees is substantially in the same form as the model declaration of compliance applicable to contractors and subcontractors in relation to the Building Code; and
 - (ii) the subcontract with the subcontractor includes an equivalent clause to this clause 12.
- (f) The Greenfield Independent Certifier must provide the Commonwealth with any subcontractor's Declaration of Compliance referred to in clause 12(e) promptly upon request.

- (g) The Greenfield Independent Certifier must maintain adequate records of the compliance with the Building Code by:
 - (i) the Greenfield Independent Certifier;
 - (ii) the subcontractors;
 - (iii) the Greenfield Independent Certifier's consultants; and
 - (iv) any related entity of the Greenfield Independent Certifier.
- (h) For the purposes of this clause 12, "related entity" has the meaning given to that term in subsection 3(2) of the Building Code.

SCHEDULE 1

Core Services

1. GENERAL

- (a) The Greenfield Independent Certifier is engaged to certify that OpCo2 has designed and constructed the OTS2 Works in accordance with the requirements of the relevant sections of the OTS2 Project Deed.
- (b) The Greenfield Independent Certifier must:
 - (i) at all times:
 - (A) act independently of the Principal and OpCo2; and
 - (B) be familiar with its role, functions, obligations, duties and services (express or implied) under this deed;
 - (ii) in carrying out its obligations under this deed, review and have regard to all:
 - (A) documents and information made available to the Greenfield Independent Certifier by the Principal; and
 - (B) comments provided by the Principal's Representative in respect of OpCo2's Activities; and
 - (iii) provide no lesser levels of resourcing than that detailed in Schedule 3.
- (c) Without limiting paragraph 1(b)(ii)(A), the documents and information that the Principal may make available to the Greenfield Independent Certifier include:
 - (i) minutes in respect of each meeting referred to in paragraph 2.1(a);
 - (ii) monthly reports submitted by OpCo2;
 - (iii) reports submitted by OpCo2 in relation to any Defects that it detects (including all action proposed to correct that Defect);
 - (iv) reports or results of any on-site or off-site inspection, testing and audits regarding quality or compliance; and
 - (v) any other reports, notices, correspondence and other documents in relation to any actual or potential non-compliance with the OTS2 Project Deed.
- (d) The Core Services include:
 - (i) all the functions, obligations, duties and services set out in this Schedule 1; and
 - (ii) all things which would be reasonably expected of a professional performing those functions, obligations, duties and services.
- (e) In performing the Design Phase Services set out in paragraph 2.2:
 - (i) the Greenfield Independent Certifier is not required to carry out "first principles" calculations or "proof engineering" in connection with the Design Documentation; and

- (ii) the scope of Design Documentation that the Greenfield Independent Certifier will be required to review and certify under this deed will be limited to the Design Documentation provided to the Greenfield Independent Certifier by the Principal.

2. CORE SERVICES UNDER THE OTS2 PROJECT DEED

2.1 General Services

The Greenfield Independent Certifier must, throughout the Term:

- (a) ensure that a representative attends:
 - (i) a monthly progress meeting with the Principal's Representative within 5 Business Days of the submission of each monthly progress report to the Principal's Representative in accordance with clause 3.10 of this deed; and
 - (ii) in respect of the submission of Design Documentation for each key design pack in accordance with clause 13.4(b) of the OTS2 Project Deed (an indicative list of which is set out in Exhibit 2 (*Indicative list of key OpCo2 submissions*)):
 - (A) one meeting prior to submission of the Design Documentation by OpCo2 for each design stage; and
 - (B) a design presentation workshop delivered by OpCo2 in accordance with clause 13.7 (*Explanation of Design Documentation*) of the OTS2 Project Deed within 5 Business Days of submitting the Design Documentation for each design stage;
- (b) inspect OpCo2's Activities from time to time as reasonably required to perform the Completion Phase Services in accordance with the requirements of this deed, including spot-checking and inspection of any significant non-compliances with the OTS2 Project Deed which have been reported;
- (c) promptly notify the Other Parties of:
 - (i) elements of the Design Documentation that do not (or may not) comply with the relevant sections of the OTS2 Project Deed;
 - (ii) actual or potential Defects; or
 - (iii) other non-compliances with the OTS2 Project Deed,that it identifies when attending meetings and performing its surveillance and other functions; and
- (d) if requested by the Principal's Representative or OpCo2:
 - (i) make a determination as to whether the Greenfield Independent Certifier considers a Minor Defect or Minor Non-Compliance exists; and
 - (ii) notify the Other Parties of the existence or non-existence of any Minor Defect or Minor Non-Compliance,

except that in relation to a request from OpCo2, the Greenfield Independent Certifier:

- (iii) has no obligation to comply with a request to the extent that the Greenfield Independent Certifier will, as a result of compliance with the request, be entitled to claim costs in accordance with the terms of this deed; and
- (iv) has no entitlement to make a claim, (including a claim for payment) in respect of that request from OpCo2, under this clause 2.1(d) for costs.

2.2 Design Phase Services

- (a) **Clauses 13.8(d):** The Greenfield Independent Certifier:
 - (i) must review any Design Stage 3 Design Documentation which is provided to the Greenfield Independent Certifier in accordance with clause 13.4(bb) of the OTS2 Project Deed, addressing the comments received by it from the Principal's Representative under clause 13.8(c) of the OTS2 Project Deed; and
 - (ii) must within the IC Design Review Period determine whether or not the Design Documentation complies with the requirements of the OTS2 Project Deed and either:
 - (A) reject the Design Documentation (in writing, with detailed reasons, to OpCo2 with a copy to the Principal's Representative) if the Greenfield Independent Certifier considers that the Design Documentation:
 - (aa) does not comply with the requirements of the OTS2 Project Deed (Minor Non-Compliances excepted); or
 - (bb) is not sufficiently complete to enable the Greenfield Independent Certifier to form a view on whether it is compliant; or
 - (B) if the Greenfield Independent Certifier considers that the Design Documentation complies with the requirements of the OTS2 Project Deed, certify the Design Documentation by:
 - (aa) including a notation on each document forming part of the Design Documentation;
 - (bb) providing to the Principal's Representative and OpCo2 a certificate in the form of Schedule 13 (*Greenfield Independent Certifier's design certificate*) of the OTS2 Project Deed; and
 - (cc) where the Design Documentation relates to Barangaroo Interface Works, providing to the Principal's Representative and OpCo2 a certificate in the form of Schedule 12 of the Barangaroo Interface Agreement; and
 - (iii) will have access to all comments given by the Principal's Representative to OpCo2 pursuant to clauses 13.8(a) and 13.8(b) of the OTS2 Project Deed.
- (b) **Clause 13.8(f)(ii):** If OpCo2 gives a notice to the Greenfield Independent Certifier under clause 13.8(e)(ii)(B) of the OTS2 Project Deed, the Greenfield Independent Certifier must, promptly after receipt of the notice, determine and notify the parties as to whether or not the notice satisfactorily addresses the Greenfield Independent Certifier's concerns together with its reasons for forming that opinion and:
 - (i) if the Greenfield Independent Certifier considers that OpCo2's notice satisfactorily addresses the Greenfield Independent Certifier's concerns, the

Greenfield Independent Certifier must provide the certification under clause 13.8(d)(ii)(B) of the OTS2 Project Deed as part of its notice; or

- (ii) if the Greenfield Independent Certifier considers that the notice does not satisfactorily address the Greenfield Independent Certifier's concerns, the Greenfield Independent Certifier must meet with OpCo2 and the Principal in good faith to seek to resolve the disagreement (whether by a Modification or otherwise) within 10 Business Days of receiving the notice under clause 13.8(e)(ii)(B) of the OTS2 Project Deed.
- (c) **Clause 13.8(j):** If the certificate provided by the Greenfield Independent Certifier pursuant to clause 13.8(d)(ii)(B)(bb) of the OTS2 Project Deed lists any Minor Non-Compliances, the Greenfield Independent Certifier may, in the certificate:
- (i) recommend the action that could be taken by OpCo2 to address the Minor Non-Compliance; and
 - (ii) specify the timeframe (if any) within which OpCo2 must complete the recommended action, or take any other action OpCo2 deems reasonable in the circumstances, to correct the Minor Non-Compliance to the extent required for the Design Documentation to comply with the OTS2 Project Deed.
- (d) **Clause 13.8(k):** If a notice given by the Principal's Representative under clause 13.8(c)(ii)(B) of the OTS2 Project Deed proposed any Minor Non-Compliances in the Design Stage 3 Design Documentation, the Greenfield Independent Certifier must, within 5 Business Days after certifying Design Stage 3 Design Documentation under clause 13.8(d)(ii)(B) or 13.8(f)(ii)(A)) of the OTS2 Project Deed, provide the Principal's Representative with detailed written reasons of why it did not include any of the Principal's Representative's proposed Minor Non-Compliances in the certification of the Design Stage 3 Design Documentation.
- (e) **Clause 13.11(a):** If OpCo2 submits any amended Final Design Documentation prior to the Date of Final Completion of a Phase to which the Final Design Documentation relates, the Greenfield Independent Certifier must comply with clause 13.8 (*Review of Design Documentation*) of the OTS2 Project Deed as if the Design Documentation is Design Stage 3 Design Documentation submitted to it in accordance with clause 13.4(bb) of the OTS2 Project Deed.

2.3 Completion Phase Services

- (a) **Clause 18.2(b)(iii):** With respect to a Test Procedure for a Nominated Test, within 20 Business Days of the date on which it receives a Test Procedure submitted by OpCo2 under clause 18.2(b)(i) of the OTS2 Project Deed, the Greenfield Independent Certifier must:
- (i) review the Test Procedure and, in doing so, must consider any comments provided by the Principal's Representative to the Greenfield Independent Certifier under clause 18.2(b)(ii)(B) of the OTS2 Project Deed; and
 - (ii) determine whether such Test Procedure complies with the requirements of the OTS2 Project Deed and either:
 - (A) if the Greenfield Independent Certifier considers that the Test Procedure does not comply with the requirements of the OTS2 Project Deed, notify OpCo2 and the Principal of the non-compliances (with detailed reasons); or
 - (B) certify the Test Procedure by providing to OpCo2 and the Principal's Representative a certificate in the form of Schedule 14 (*Greenfield*

Independent Certifier's Test Procedure certificate) of the OTS2 Project Deed and include in the certificate:

- (aa) a list of any Minor Non-Compliances;
 - (bb) any recommended action that could be taken by OpCo2 to address each Minor Non-Compliance; and
 - (cc) the time frame for completion of the recommended action by OpCo2.
- (b) **Clause 18.2(b)(vii):** The Greenfield Independent Certifier must, within 5 Business Days of:
- (i) giving a notice under clause 18.2(b)(iii)(B)(aa) of the OTS2 Project Deed, to the extent that the Greenfield Independent Certifier did not include in its notice to OpCo2 any comments received from the Principal under clause 18.2(b)(ii)(B) of the OTS2 Project Deed regarding non-compliances in OpCo2's Test Procedure, provide the Principal with detailed written reasons as to why it did not include such comments; and
 - (ii) certifying a Test Procedure under clause 18.2(b)(iii)(B)(bb) of the OTS2 Project Deed, to the extent that the Greenfield Independent Certifier received comments from the Principal under clause 18.2(b)(ii)(B) of the OTS2 Project Deed regarding non-compliances in OpCo2's Test Procedure, provide the Principal with detailed written reasons of why it certified the Test Procedure despite the Principal's comments.
- (c) **Clauses 18.3 and 18.4:** The Greenfield Independent Certifier:
- (i) must at all times, be familiar with the Test Program, including any updated Test Program, submitted by OpCo2 to the Greenfield Independent Certifier; and
 - (ii) may attend and witness the conduct of all Tests (including any postponed Tests).
- (d) **Clause 18.5(b):** In respect of each Nominated Test, the Greenfield Independent Certifier must, within 10 Business Days of the date on which it receives a Test Report from OpCo2 under clause 18.5(b)(i) of the OTS2 Project Deed, determine whether or not the Test has been passed or failed and either:
- (i) certify that the Test has been passed in accordance with the Test Procedure by issuing a certificate in the form of Schedule 15 (*Greenfield Independent Certifier's Test Result certificate*) of the OTS2 Project Deed, and include in the certificate:
 - (A) a list of any Minor Non-Compliances;
 - (B) any recommended action that could be taken by OpCo2 to address any Minor Non-Compliance; and
 - (C) the time frame for completion of the recommended action by OpCo2; or
 - (ii) notify OpCo2 and the Principal that:
 - (A) the Test has been failed; and/or

- (B) the Test Report does not comply with the requirements of the OTS2 Project Deed,

(Minor Non-Compliances excepted).

- (e) **Clause 19.3(a):** Within 5 Business Days of receipt of a written request from OpCo2 under clause 19.2(b) of the OTS2 Project Deed, the Greenfield Independent Certifier must determine whether or not the requirements for a First Passenger Service referred to in clause 19.1(a) or 19.1(b) of the OTS2 Project Deed, as applicable, have been satisfied and either:
 - (i) if the requirements for a First Passenger Service referred to in clause 19.1(a) or 19.1(b) of the OTS2 Project Deed, as applicable, have been satisfied, issue a Certificate of Readiness for First Passenger Service to OpCo2 and the Principal; or
 - (ii) if the requirements for the First Passenger Service referred to in clause 19.1(a) or 19.1(b) of the OTS2 Project Deed, as applicable, have not been satisfied, issue a notice to OpCo2 and the Principal which:
 - (A) lists the items which remain to be completed to satisfy the requirements for the First Passenger Service; or
 - (B) states that OpCo2 is so far from satisfying the requirements for the First Passenger Service that it is not practicable to provide the list referred to in clause 19.3(a)(ii)(A) of the OTS2 Project Deed.
- (f) **Clause 19.10(a):** Within 1 Business Day of receipt of a written request from OpCo2 under clause 19.9(b) of the OTS2 Project Deed, the Greenfield Independent Certifier must determine whether Completion of a Phase has been achieved and either:
 - (i) if Completion of a Phase has been achieved, issue a Certificate of Completion for that Phase to OpCo2 and the Principal:
 - (A) stating as the Date of Completion of that Phase, the date on which Completion of a Phase was achieved;
 - (B) specifying any Minor Defects; and
 - (C) specifying any Minor Non-Compliancesand:
 - (D) provide to the Principal's Representative and Infrastructure NSW a certificate in the form of Schedule 13 to the Barangaroo Interface Agreement with respect to the Barangaroo Interface Works; or
 - (ii) if Completion of a Phase has not been achieved, issue a notice to OpCo2 and the Principal which:
 - (A) lists the items which remain to be completed before Completion of that Phase can be achieved; or
 - (B) states that the OTS2 Works are so far from achieving Completion of that Phase that it is not practicable to provide the list referred to in clause 19.10(a)(ii)(A) of the OTS2 Project Deed.

- (g) **Clause 19.12(d):** Within 15 Business Days of receipt of OpCo2's request under clause 19.12(c)(ii) of the OTS2 Project Deed, the Greenfield Independent Certifier must determine whether Final Completion of a Phase has been achieved and either:
- (i) if Final Completion of a Phase has been achieved, issue a Certificate of Final Completion for that Phase to the Principal and OpCo2 stating as the Date of Final Completion for that Phase the date on which Final Completion of that Phase was achieved; or
 - (ii) if Final Completion of a Phase has not been achieved, issue a notice to the Principal and OpCo2 listing the work remaining to be performed to achieve Final Completion.

SCHEDULE 1A

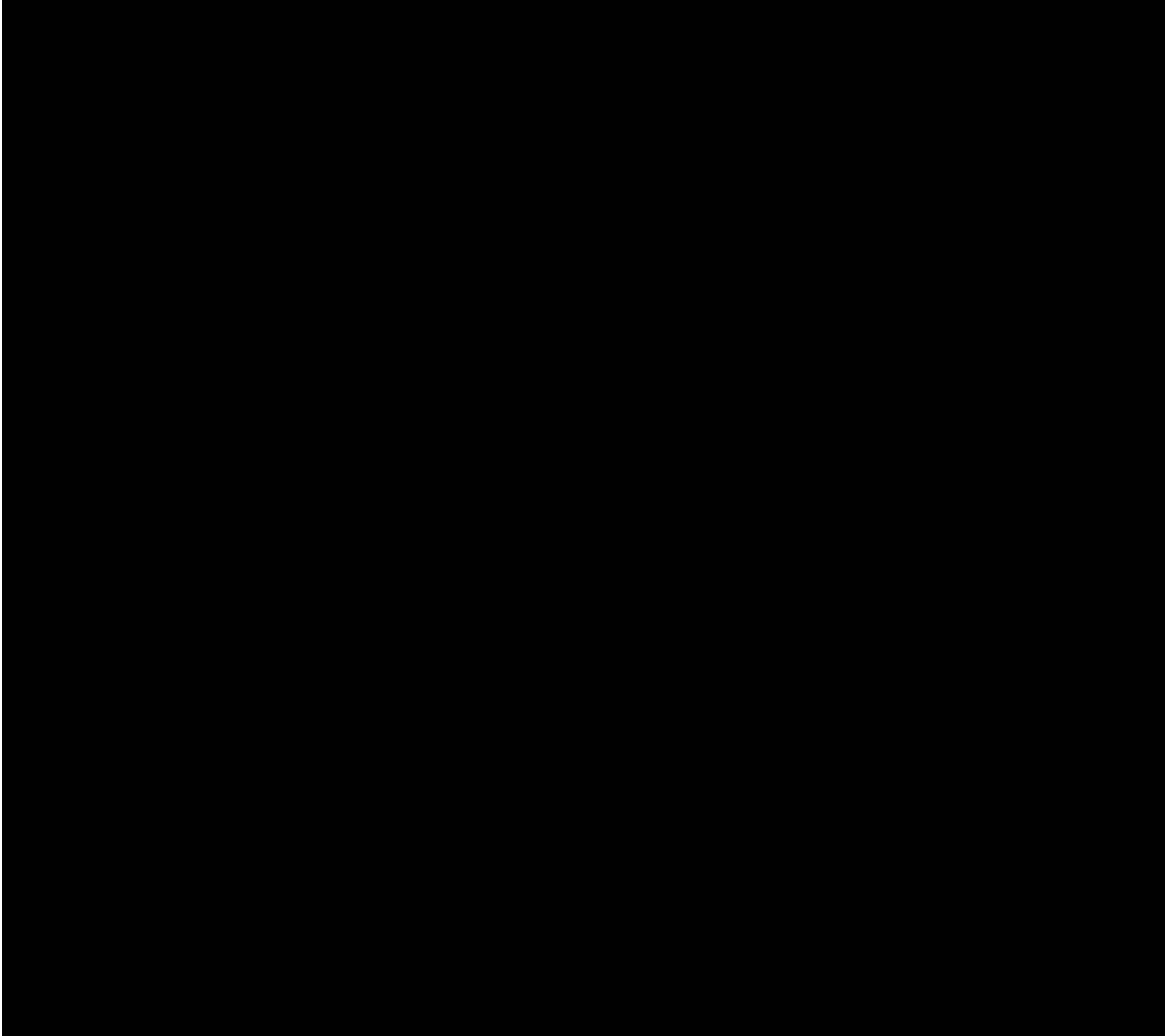
Options for Additional Services

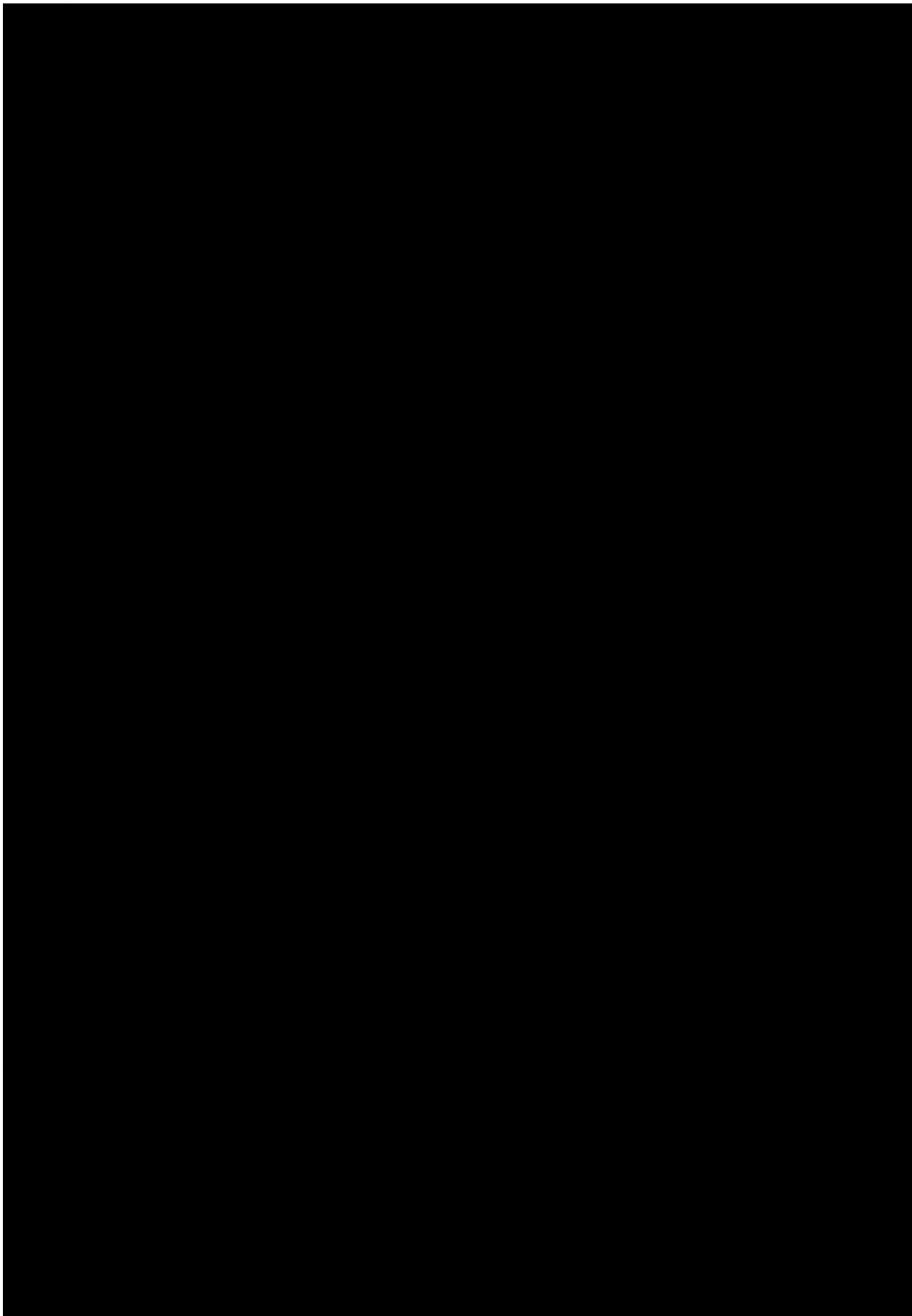
1. OPTIONS FOR ADDITIONAL SERVICES UNDER THE OTS2 PROJECT DEED

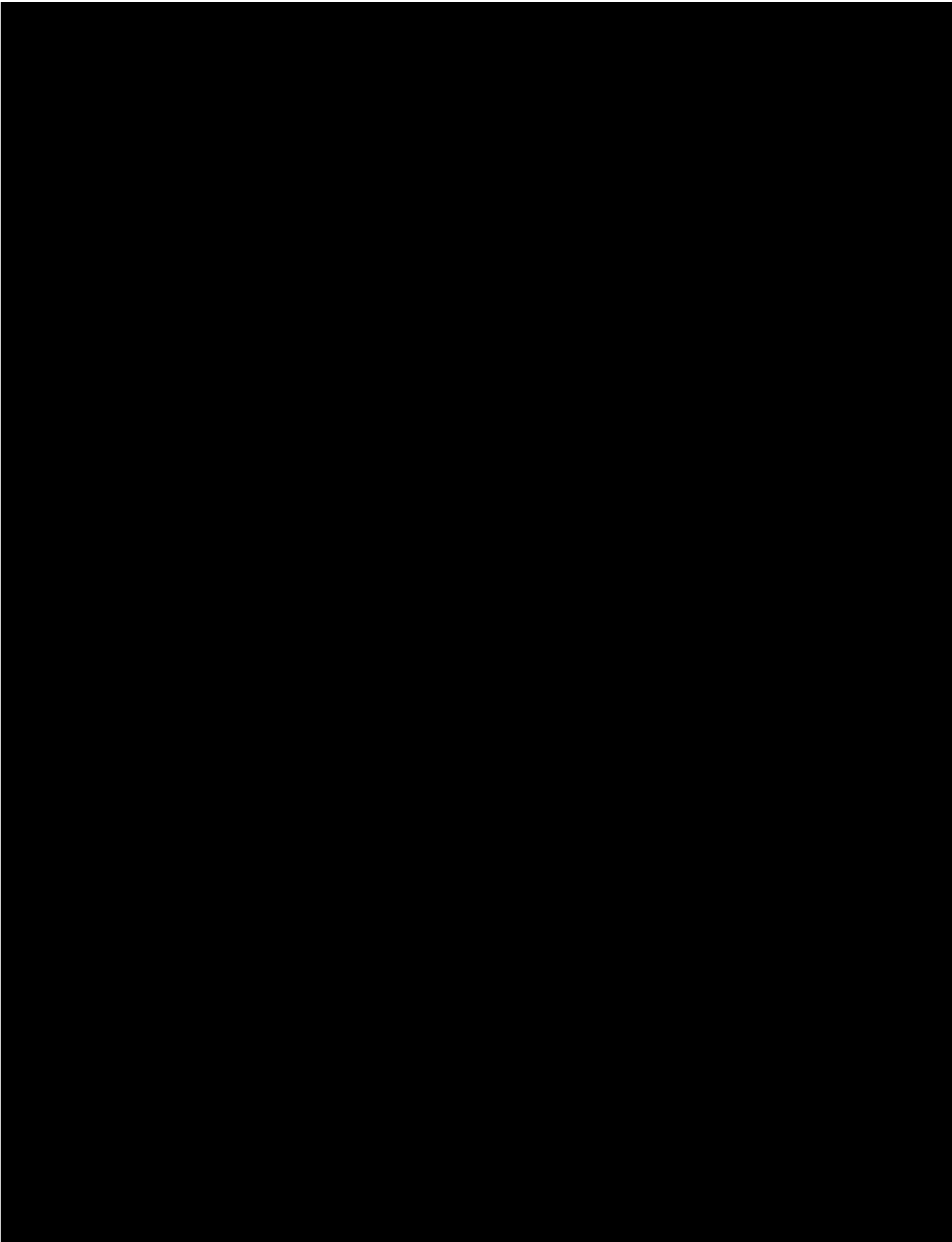
1.1 BL Inspection Services

- (a) **Clause 16.1(b) of Schedule 3 (Sydney Trains interface):** The Greenfield Independent Certifier must undertake and complete an inspection (consisting of a desktop review and physical inspections) to determine whether Sydney Trains has complied with the Sydney Trains BL Asset Maintenance Plan (which will include targeted physical inspections where non-conformances with the Sydney Trains BL Asset Maintenance Plan have been identified) (each a **BL Inspection**) at the following times:
- (i) no earlier than 2 months and no later than 1 month before:
 - (A) each anniversary of the date of the OTS2 Project Deed until the Phase 2 Handover Date;
 - (B) the date falling 12 months before the estimated Phase 2 Handover Date; and
 - (C) the date falling 6 months before the estimated Phase 2 Handover;
 - (D) the Phase 2 Handover Date; and
 - (ii) on the Phase 2 Handover Date (**Phase 2 Handover Inspection**).
- (b) **Clause 16.1(c) of Schedule 3 (Sydney Trains interface):** The Greenfield Independent Certifier must:
- (i) notify OpCo2 and Sydney Trains at least 20 Business Days in advance of the date it proposes to carry out any inspection as part of a BL Inspection; and
 - (ii) permit OpCo2 and Sydney Trains to attend any such inspection.
- (c) **Clause 16.1(d) of Schedule 3 (Sydney Trains interface):** Upon completion of a BL Inspection, the Greenfield Independent Certifier must issue a notice to the Principal, Sydney Trains and OpCo2:
- (i) certifying either:
 - (A) that Sydney Trains has complied with the Sydney Trains BL Asset Maintenance Plan; or
 - (B) that Sydney Trains has not complied with the Sydney Trains BL Asset Maintenance Plan and any rectification and/or maintenance works required to be carried out by Sydney Trains to comply with the Sydney Trains BL Asset Maintenance Plan (including rectifying any non-conformances with the Sydney Trains BL Asset Maintenance Plan) and the reasons for that finding; and
 - (ii) certifying, in the case of the BL Inspection which is the Handover Inspection, whether any earlier non-conformances with the Sydney Trains BL Asset Maintenance Plan identified in other BL Inspections have been rectified.

- (d) **Clause 16.1(f) of Schedule 3 (Sydney Trains interface):** Within 10 Business Days of receipt of a notice from Sydney Trains under clause 16.1(e) of Schedule 3 of the OTS2 Project Deed, the Greenfield Independent Certifier must determine and notify the Principal, Sydney Trains and OpCo2 as to whether or not the notice satisfactorily addresses the Greenfield Independent Certifier's concerns together with its reasons for forming that opinion and:
- (i) if the Greenfield Independent Certifier considers that Sydney Trains' notice satisfactorily addresses the Greenfield Independent Certifier's concerns, the Greenfield Independent Certifier must provide the certification under clause 16.1(d)(i)(A) of Schedule 3 of the OTS2 Project Deed; or
 - (ii) if the Greenfield Independent Certifier considers that Sydney Trains' notice does not satisfactorily address the Greenfield Independent Certifier's concerns, the certification provided by the Greenfield Independent Certifier under clause 16.1(d)(i)(B) of Schedule 3 of the OTS2 Project Deed is final and binding on the parties (except in the case of manifest error) for the purposes of establishing whether Sydney Trains has complied with the Sydney Trains BL Asset Maintenance Plan.

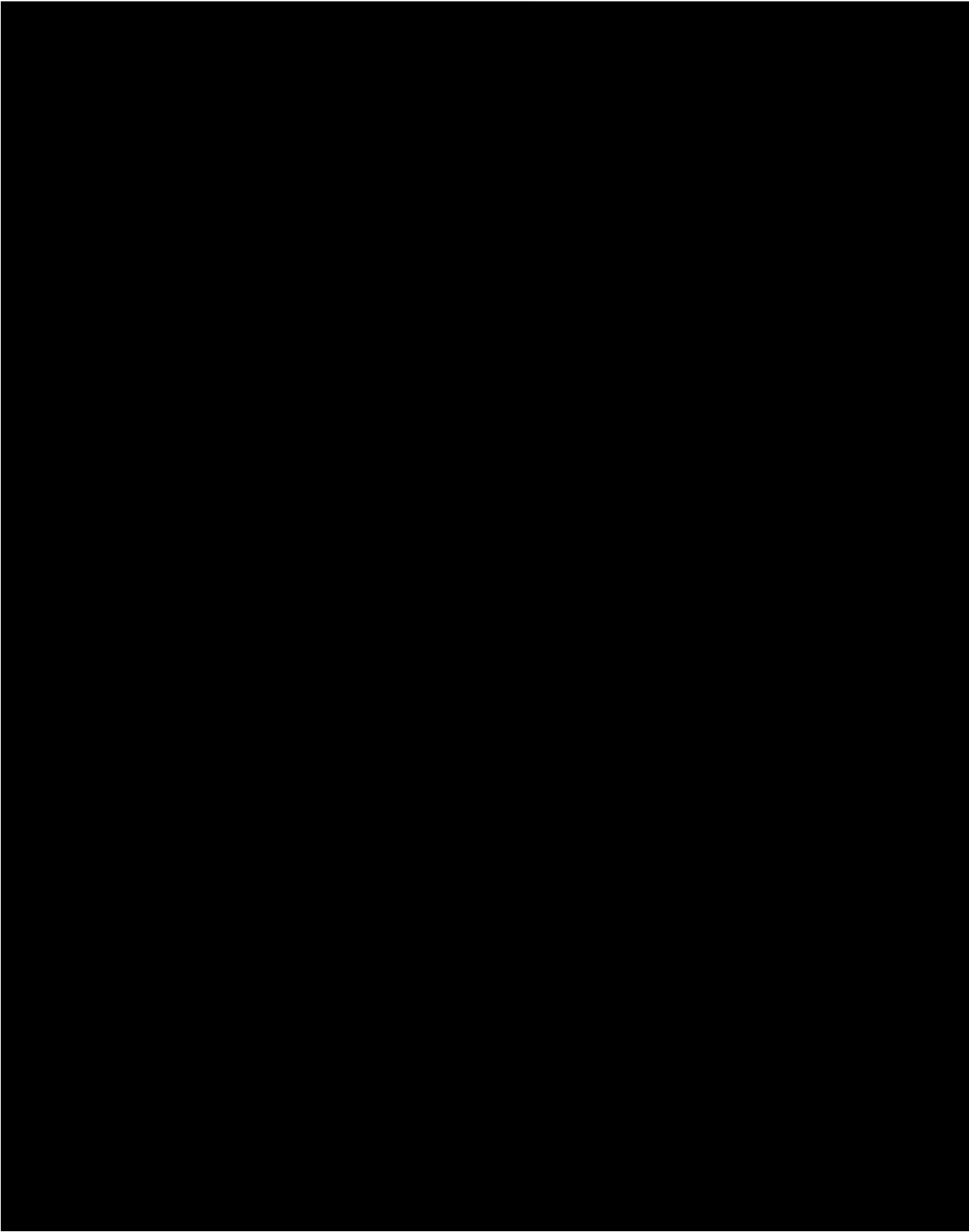


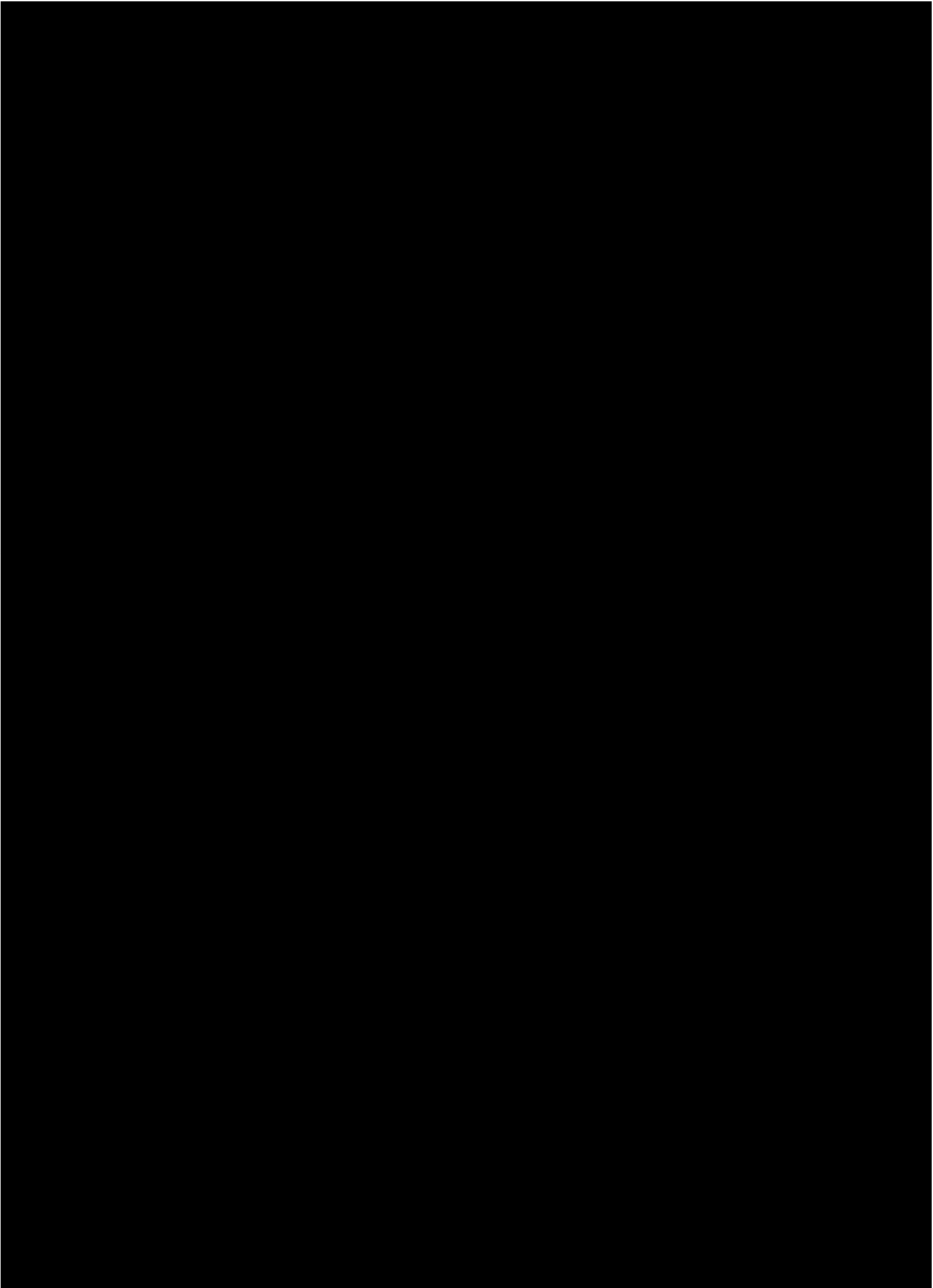


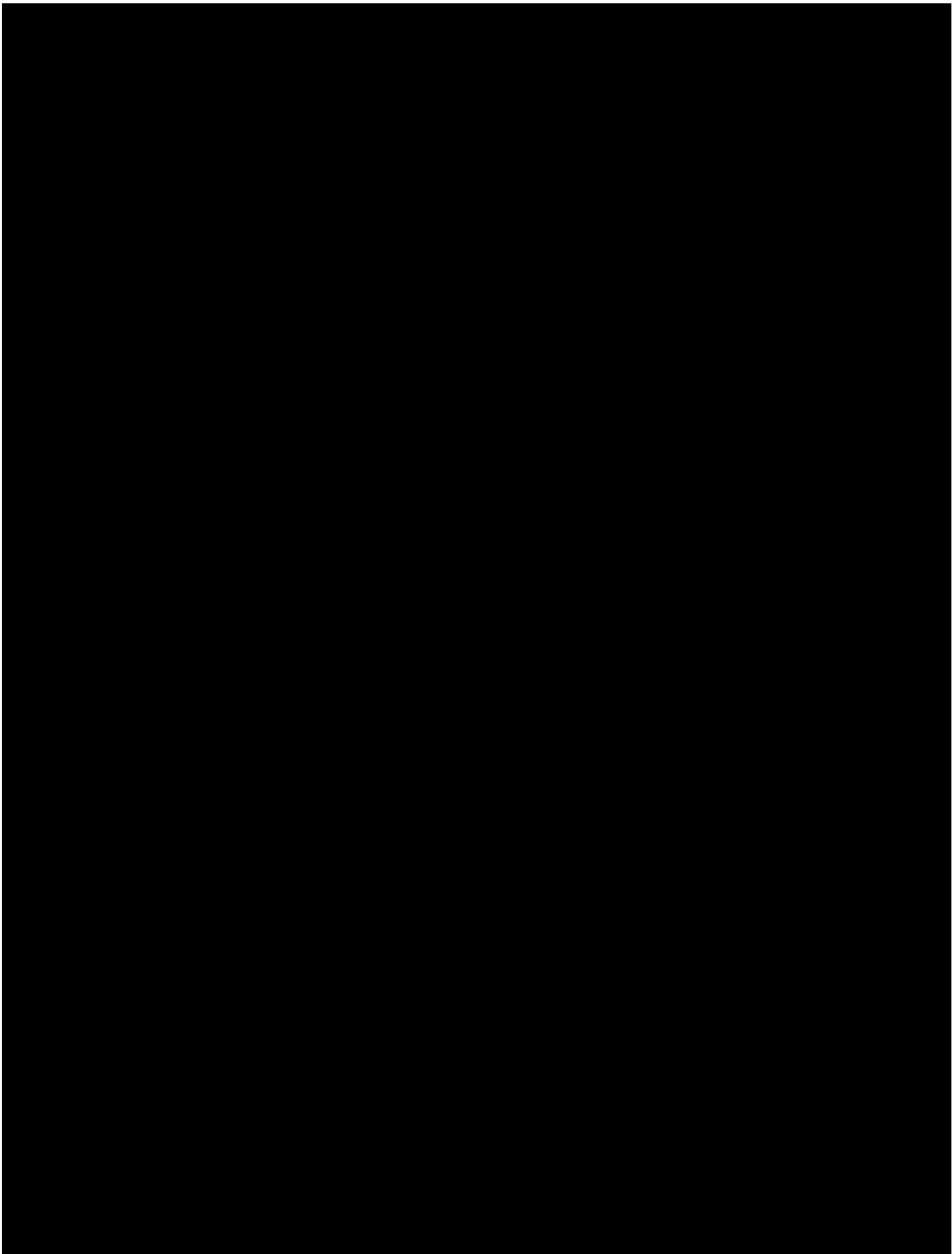


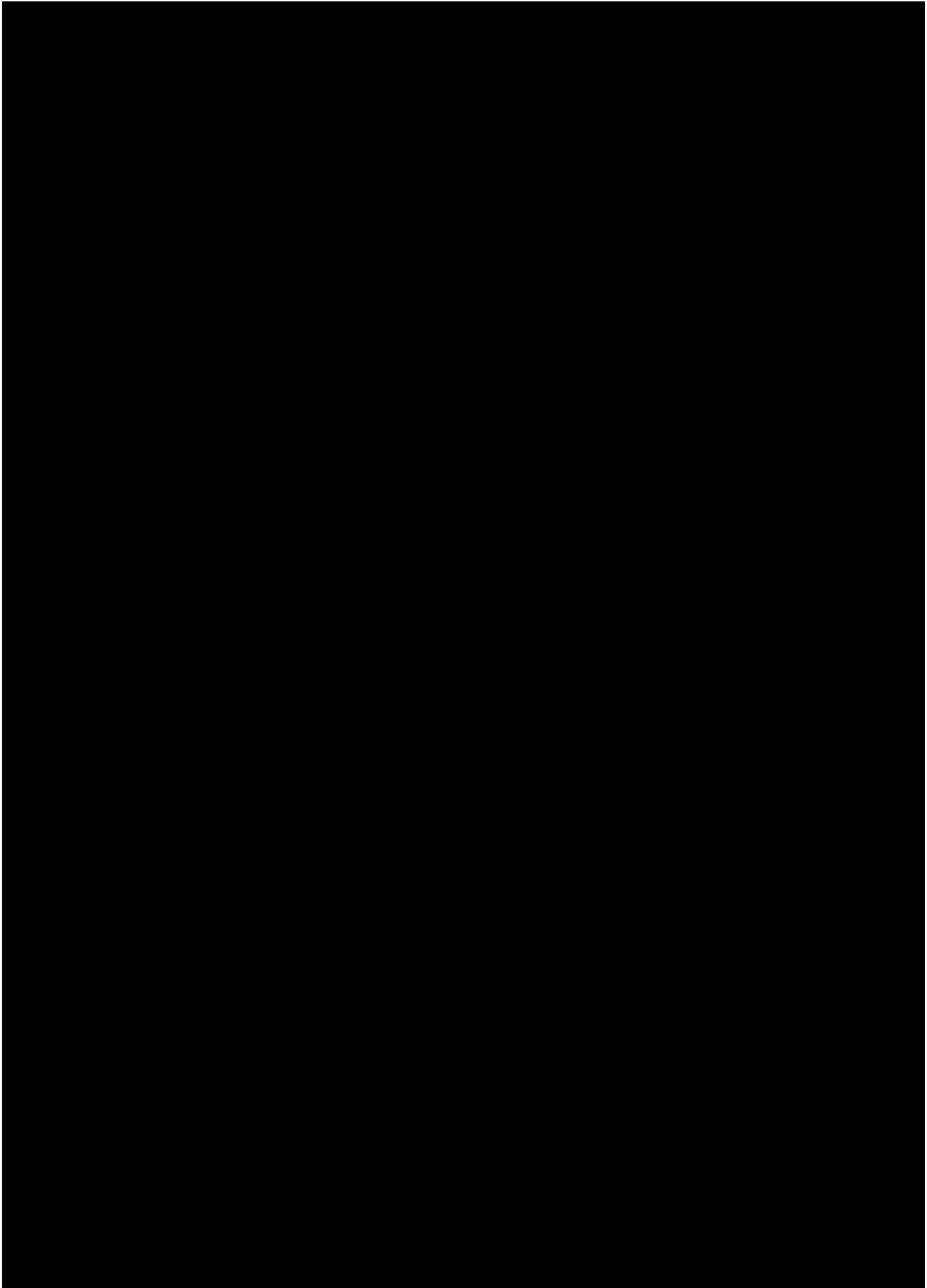
SCHEDULE 2

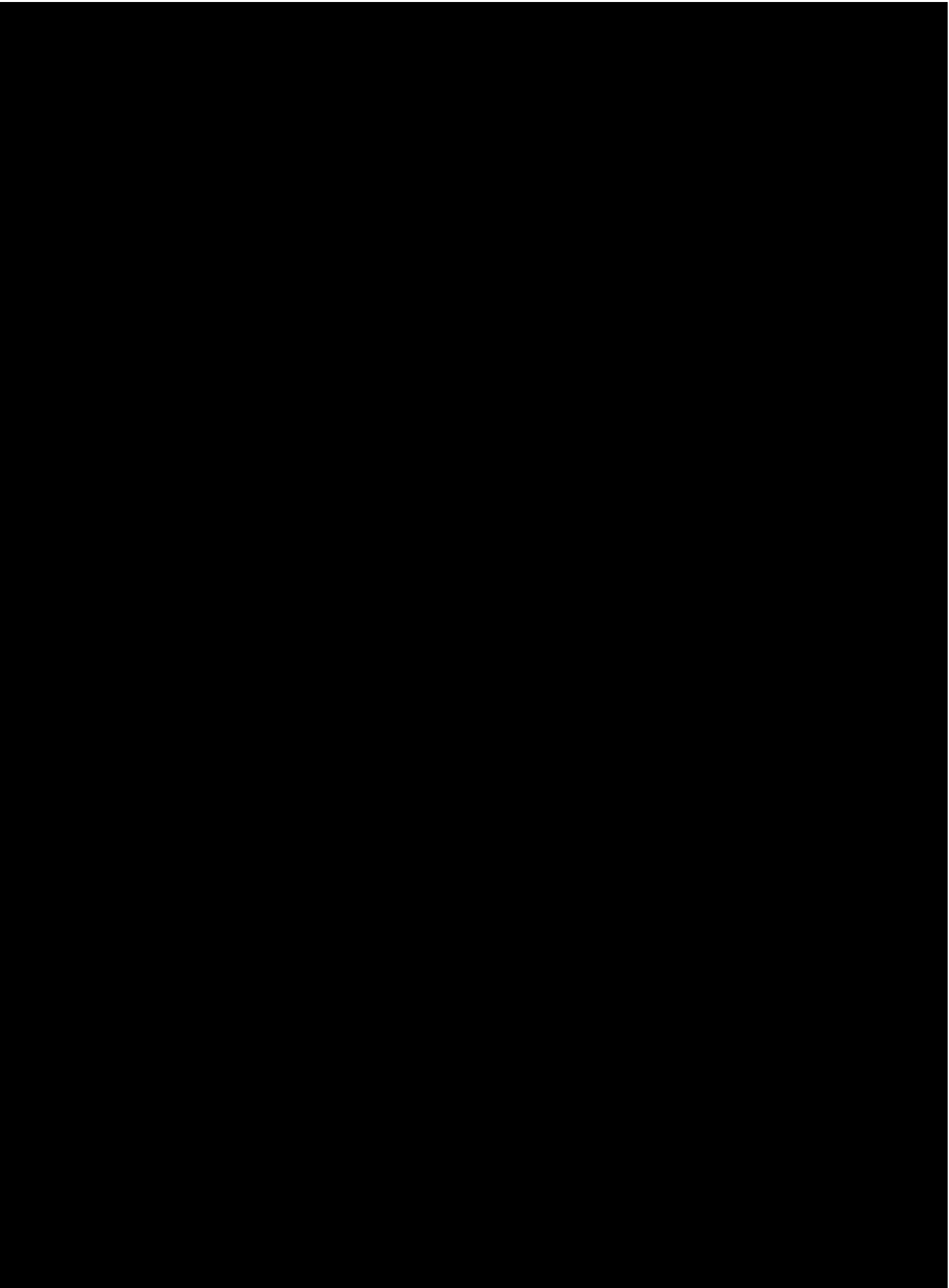
Payment Schedule

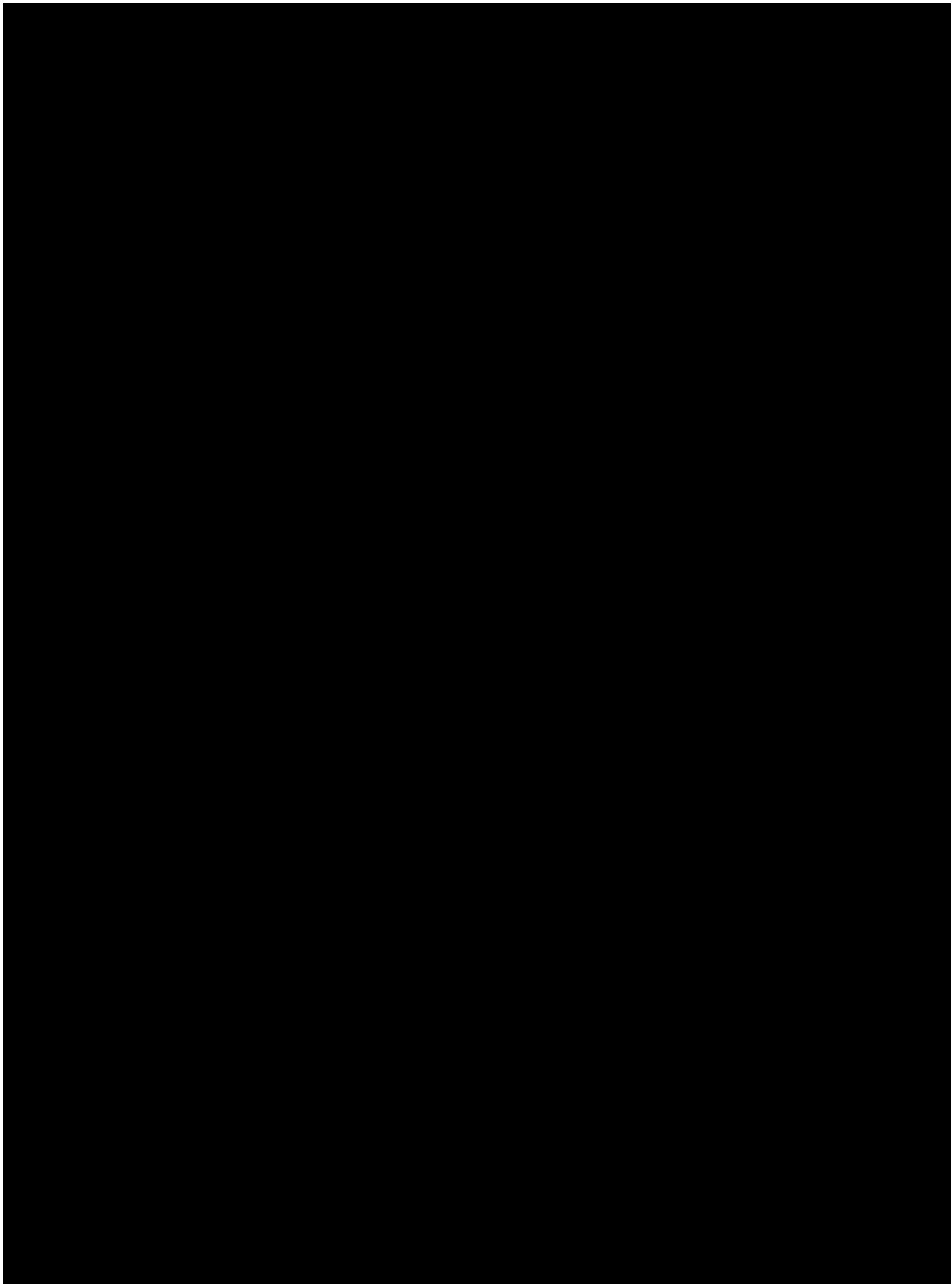


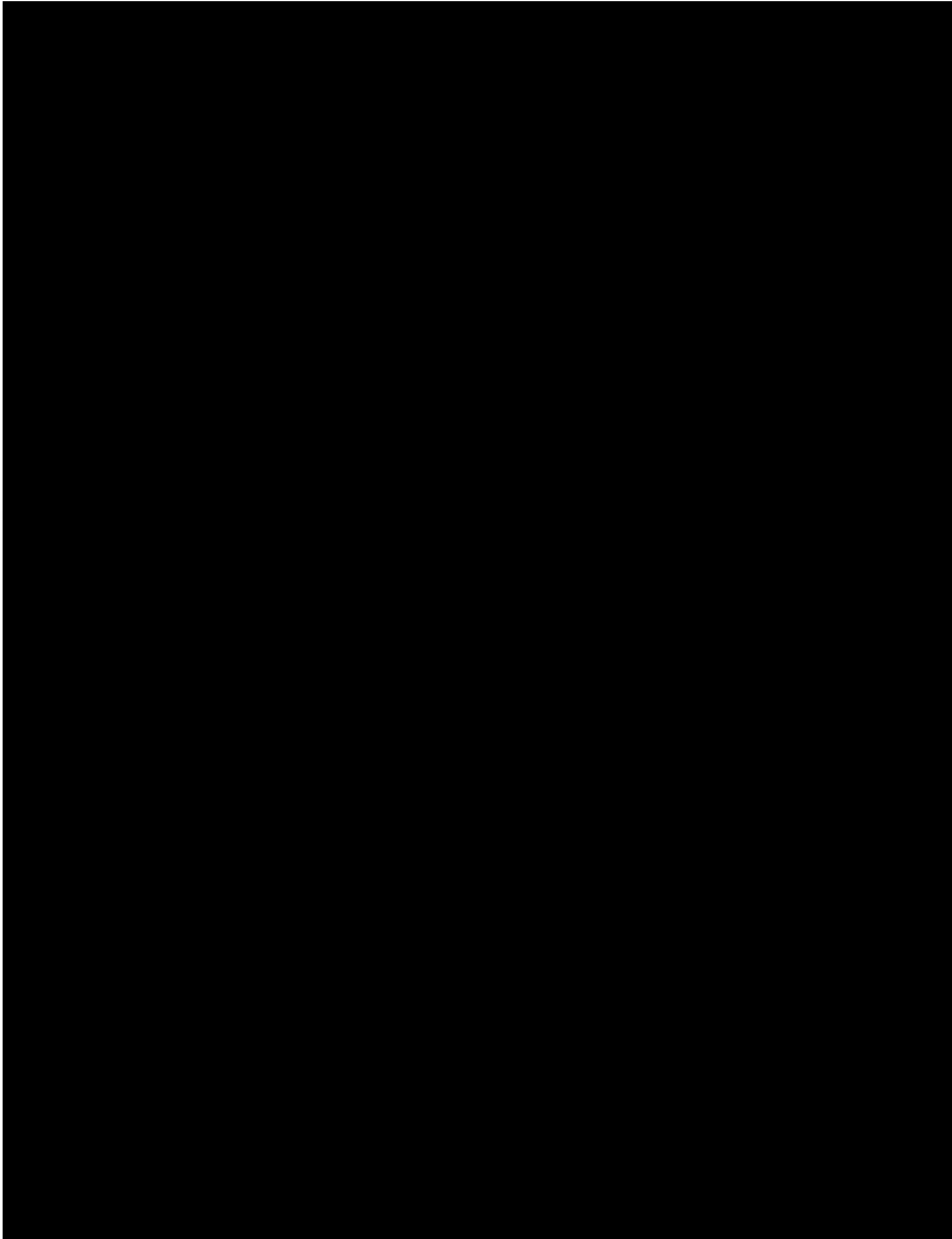


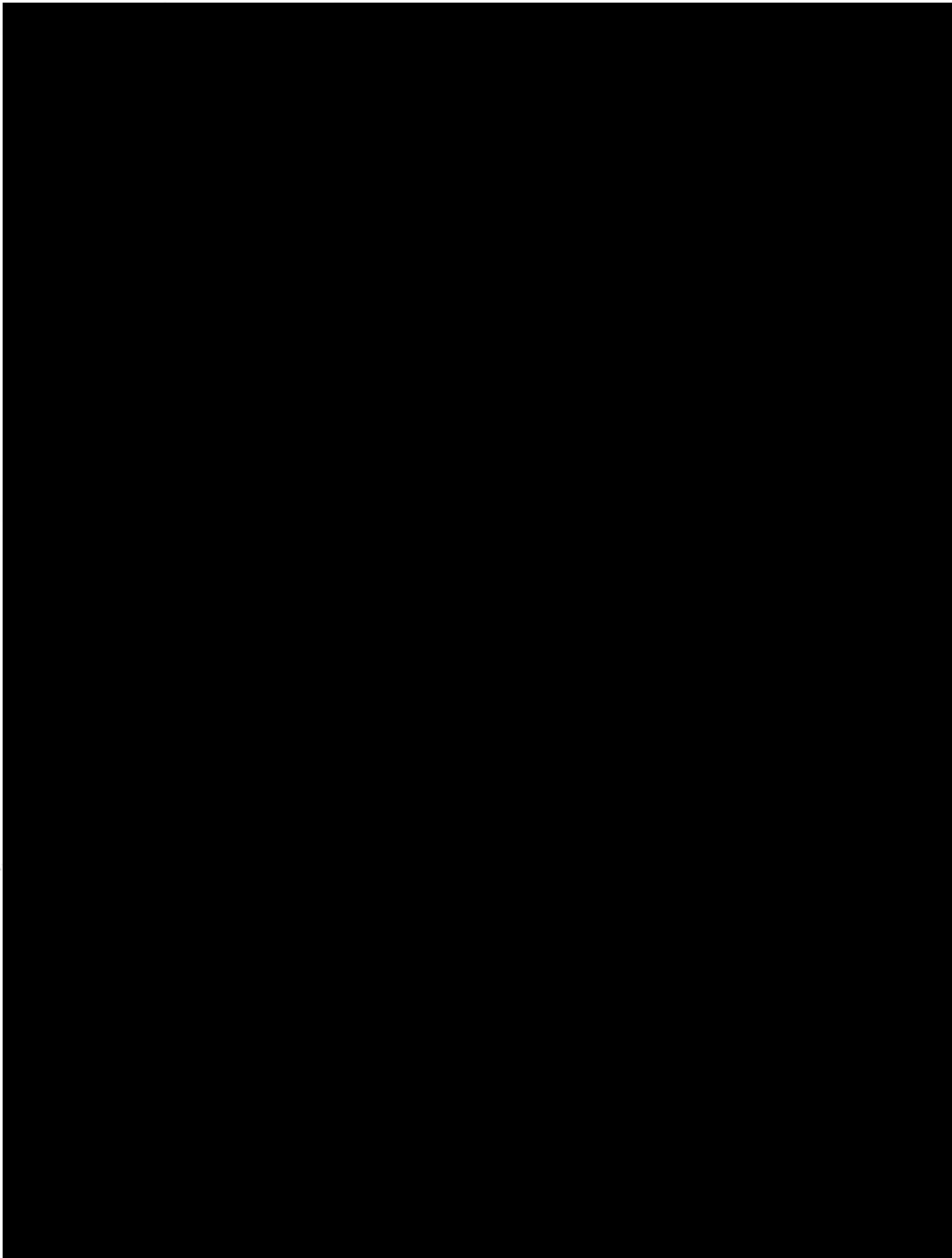


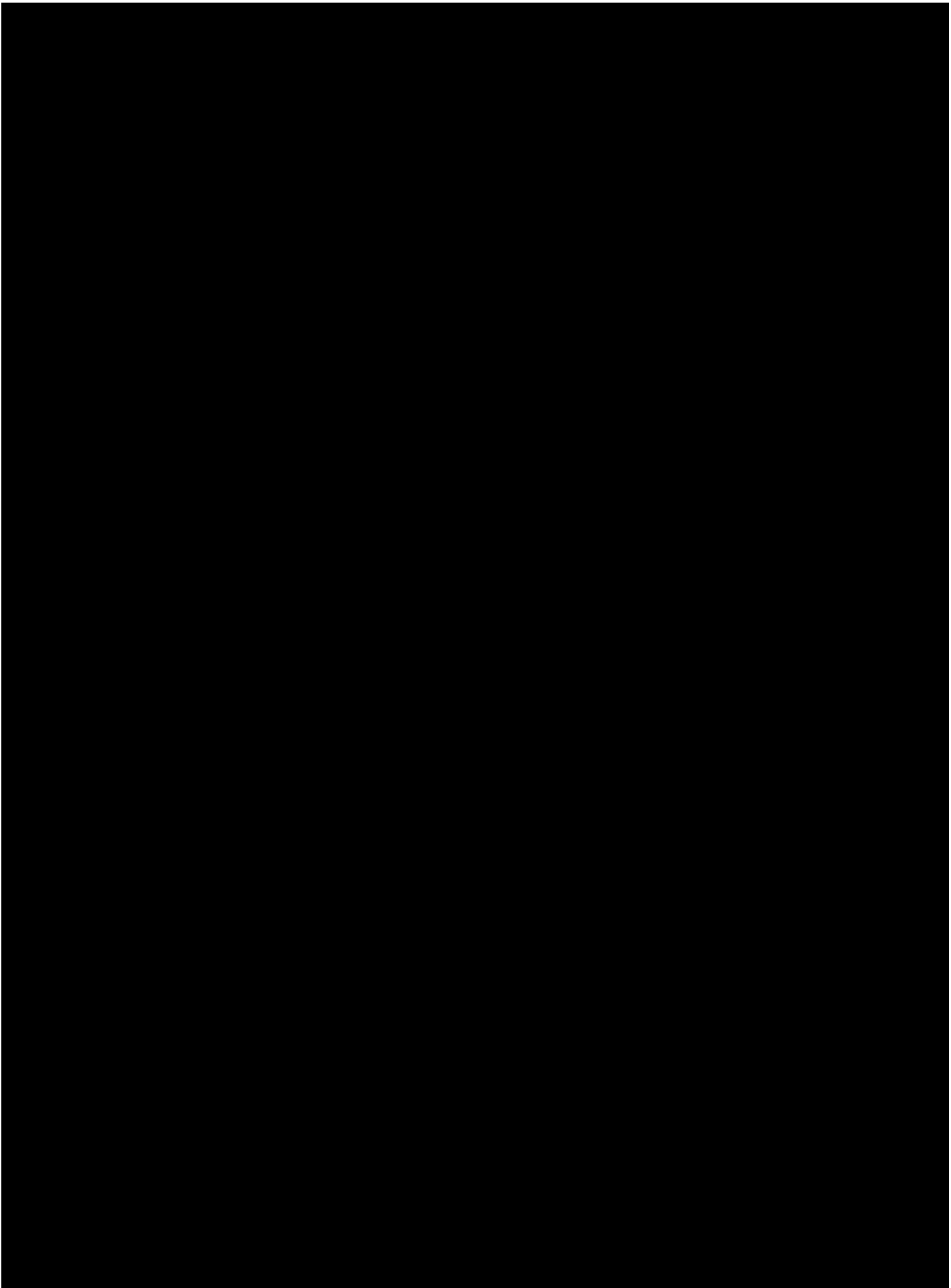


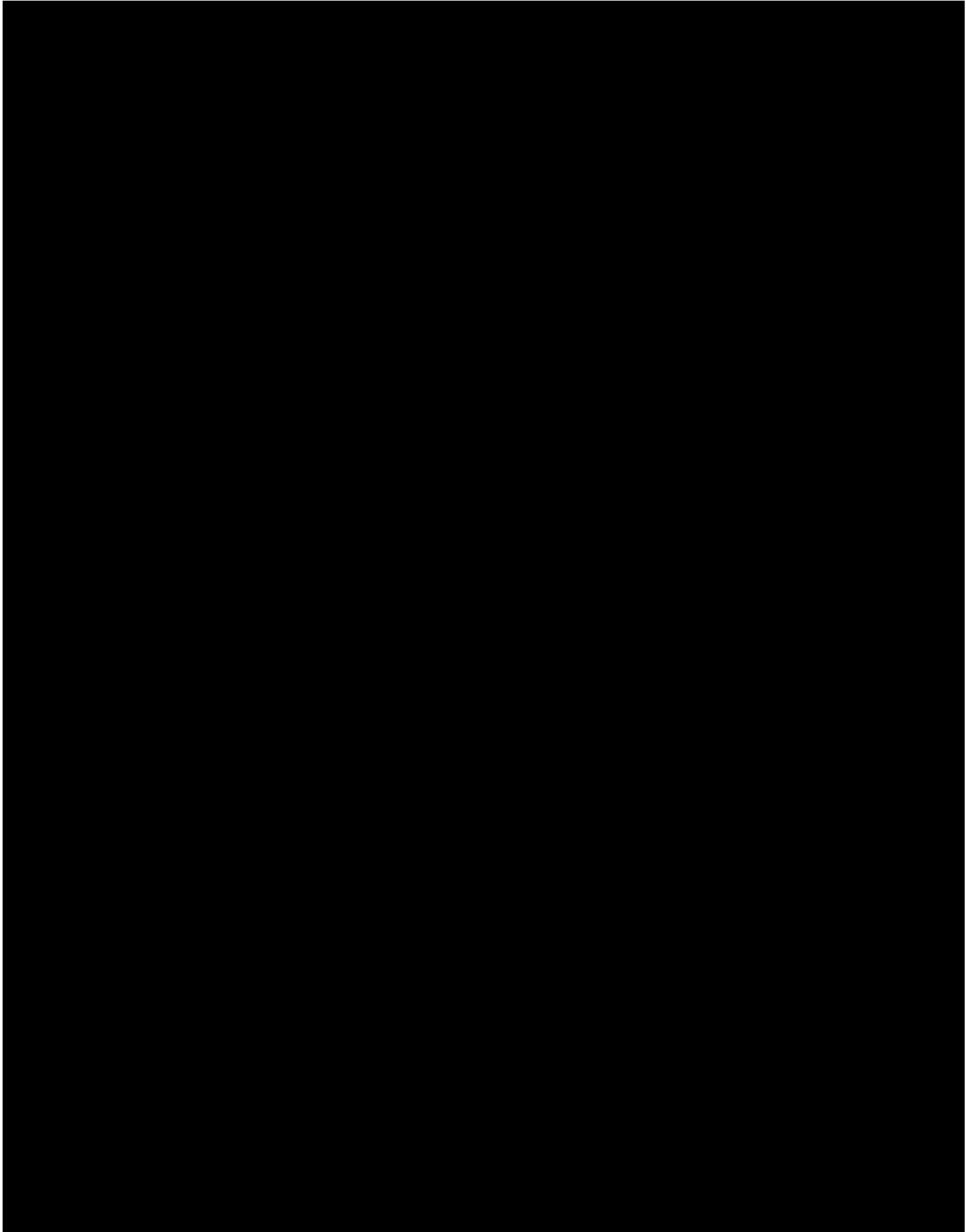


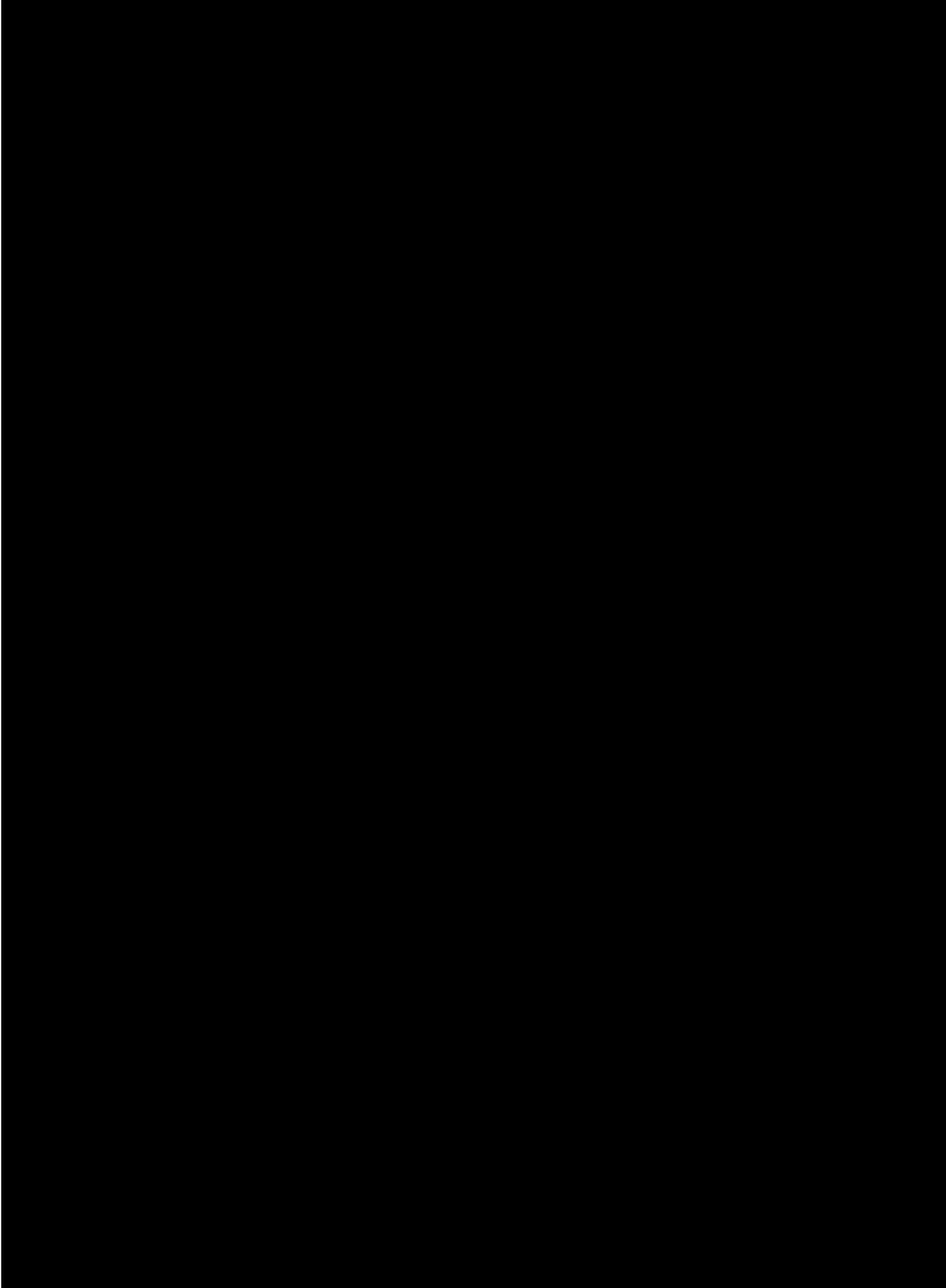


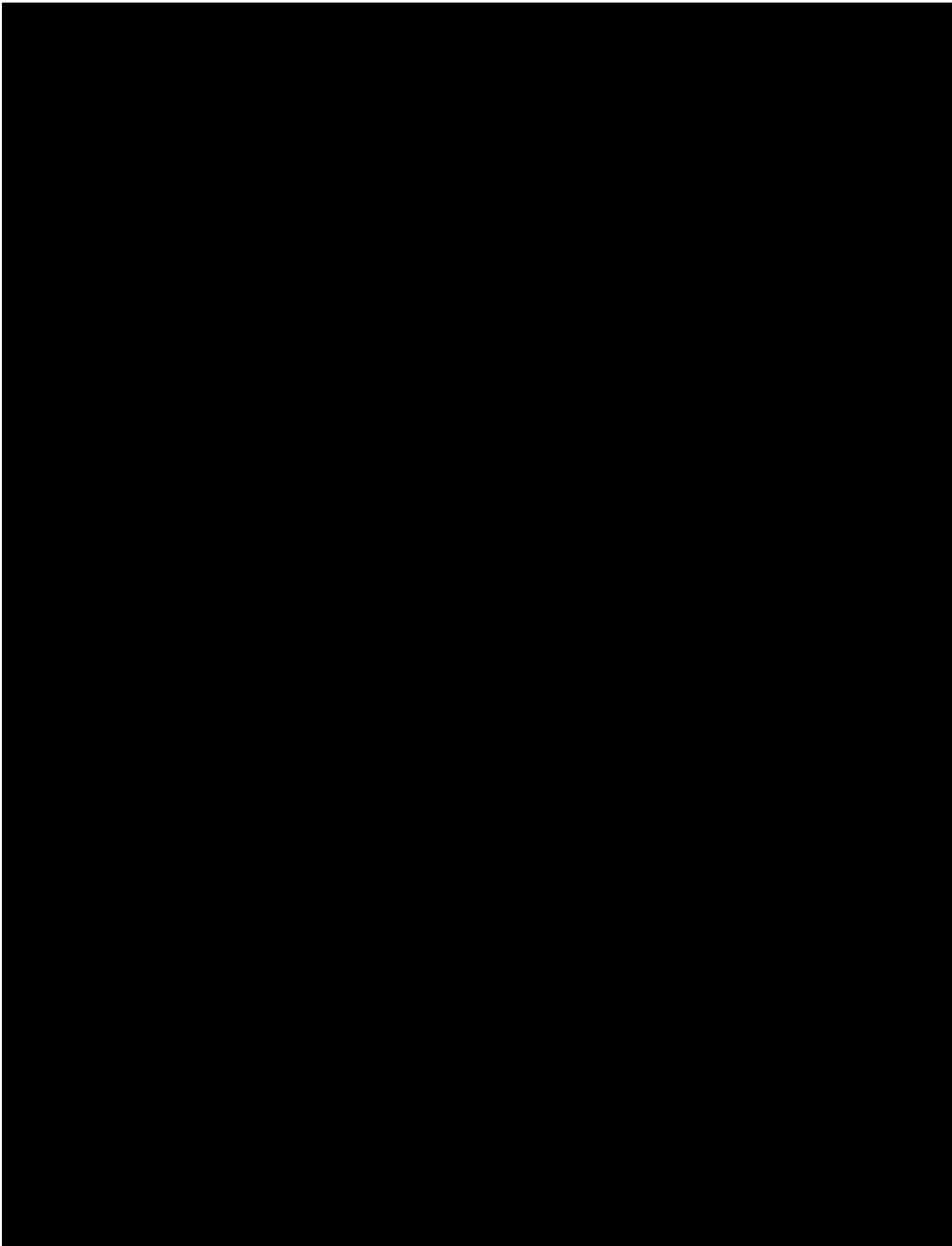


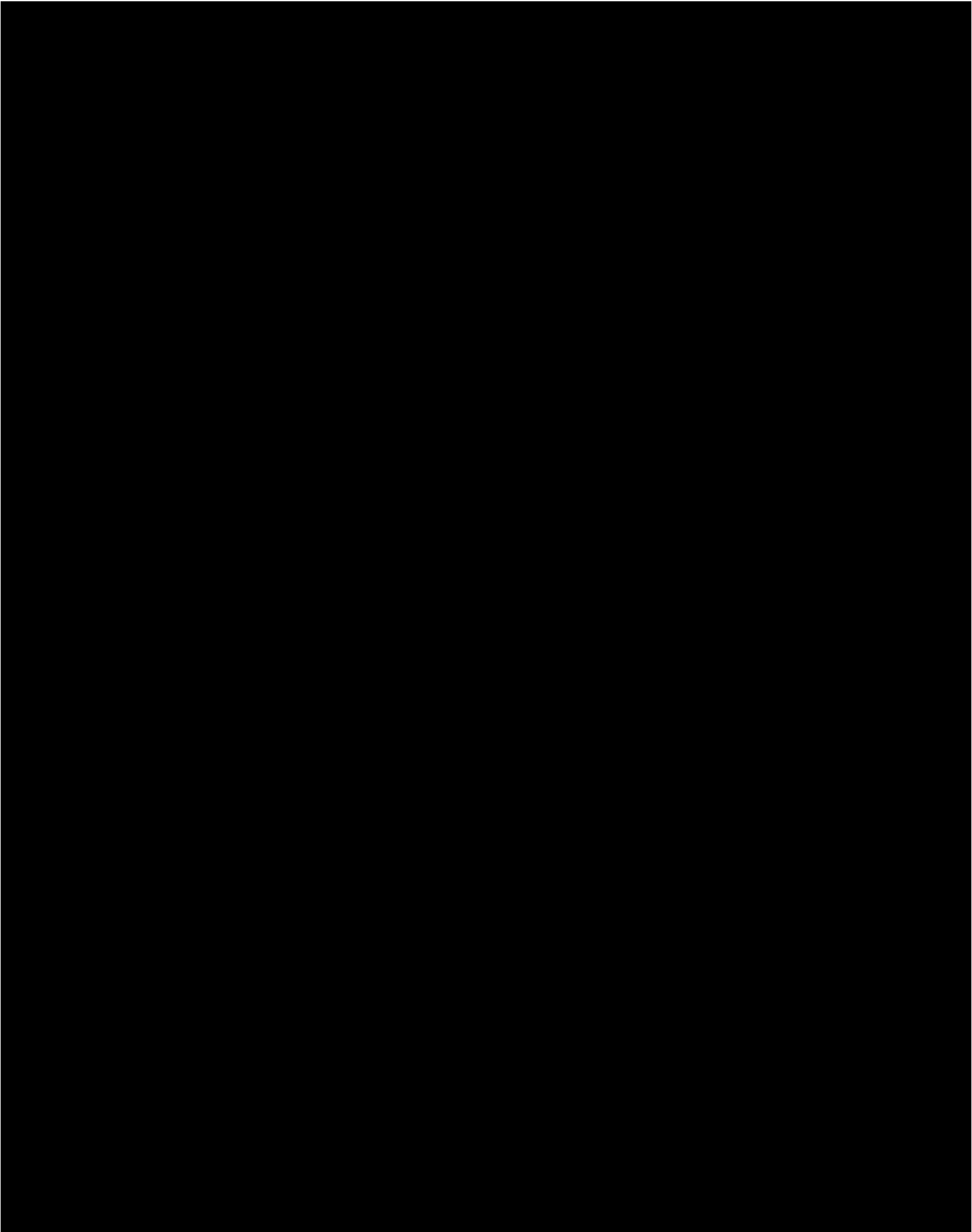












SCHEDULE 3

Minimum resources commitment

1. MINIMUM RESOURCES COMMITMENT

The Greenfield Independent Certifier acknowledges and agrees that the minimum levels of resources set out in this Schedule 3 are minimum requirements only and do not in any way limit or otherwise affect the obligations of the Greenfield Independent Certifier to perform the Services in accordance with this deed.

The Greenfield Independent Certifier must provide at least the following key personnel to perform the Core Services, with the minimum days to be committed at each phase as set out below:

		Minimum commitment in the performance of the Design Phase Services for each package (days)	Minimum commitment in the performance of the Completion Phase Services for each package (days)
		OTS2 Works*	OTS2 Works*
Core Team	IC Project Director & Representative		
	Project Manager & Document Controller		
	Line Wide (Rail Systems)		
	WL, PT & BR		
	OTS2 IC		
	VC, MP & CN		
	Construction Surveillance Officer		
	Line Wide Director		
	Program & Planning		
	Stakeholder & Liaison		
	Occupational Health & Safety Specialist		
	Project & Deed Establishment Mngr		
	Project & Deed Establishment Assistance		

Specialist	Technical Coordinator - Rail Systems	
	Technical Coordinator - Stations & Infrastructure	
	Technical Coordinator - Project Wide Services	
	Track	
	Tunnel Services	
	Permanent HV Supply System	
	OHW & Traction Supply	
	Integration, Testing & Commissioning	
	Civil Engineer	
	Fire & Life Safety & Ventilation	
	Platform Screen Doors	
	Operations & Maintenance	
	Delivery Phase (Trains)	
	Delivery Phase Signalling & Control Systems	
	Radio & Communication Systems	
	Central Control System	
	Mechanical	
	Electrical	
	Station Architecture	
	Public Domain & Urban Planning	
	Geotechnical	
	Ground Settlement & Groundwater	
	Structural Engineer	
	Survey Property & Land	

	Drainage	
	Building Management System	
	Landscaping	
	Risk, Technical Interfaces & Systems Engineering	
	RAMS	
	Metro and Sydney Trains Performance	
	Environment & Sustainability	
	Operational Readiness	
	Rail Safety, Accreditation & Station Operations	

Note: In this Schedule 3:

- (a) full time means a minimum of 8 hours per day Monday to Friday; and
- (b) a reference to "days" excludes public holidays and includes only those days which are stated in the Delivery Program as working days.

2. **INDICATIVE ABILITY, KNOWLEDGE, SKILL, EXPERTISE AND EXPERIENCE OF GREENFIELD INDEPENDENT CERTIFIER'S PERSONNEL**

The following are indicative of the level of ability, knowledge, skill, expertise and experience required of the Greenfield Independent Certifier's personnel for the specified roles. The Principal will have regard to the criteria set out in this paragraph 2 in determining whether to approve replacement personnel in accordance with clause 3.4 of this deed.

IC Project Director (Independent Certifier's Representative)

Appropriately qualified with 15 years' experience on major projects in senior roles with exposure on verification and certification projects in Australia.

Core Team Leads (Line-wide, OTS2 and Stations)

Appropriately qualified with 10 years' experience on major projects in senior roles with recent exposure on verification and certification projects in Australia.

Technical Coordinators

Appropriately qualified with 5 years' experience on major projects in relevant roles.

Specialists

Minimum of 10 years' experience on the specific discipline to assess.

SCHEDULE 4

Requirements for Certification Plan

The Certification Plan must, as a minimum, address and detail:

- (a) the management team structures, positions, nominated personnel and subcontractors to be engaged on and off the Construction Site and the roles and tasks of the nominated personnel and subcontractors;
- (b) the minimum skill, expertise and experience levels of each position and details of personnel resource levels;
- (c) the Greenfield Independent Certifier's internal and external lines of authority, communication and reporting, including those with the Other Parties;
- (d) the identification of delegated authorities of the Greenfield Independent Certifier's personnel, including identification of personnel with delegated authority to execute certificates on behalf of the Greenfield Independent Certifier;
- (e) the Greenfield Independent Certifier's internal processes for ensuring all documents and supporting evidence have been completed and approved (where required) by persons with appropriate delegated authority and competency and are available as supporting evidence;
- (f) all compliance records to be maintained;
- (g) the proposed timing of progressive performance of discrete elements of the Services including the timing for conducting reviews of aspects of OpCo2's Activities;
- (h) Hold Point and Witness Point requirements, in the form of a schedule, including the identification of all Witness Points and Hold Points required by the Greenfield Independent Certifier;
- (i) the Greenfield Independent Certifier's comprehensive plans for (as applicable):
 - (i) monitoring, auditing, reviewing, assessment and testing of OpCo2's Activities;
 - (ii) without limiting sub-paragraph (i), monitoring, auditing, reviewing, assessment and testing of the quality and durability of the OTS2 Works to determine and ensure OpCo2's compliance with the requirements of the OTS2 Project Deed; and
 - (iii) audit and surveillance, including identification of resources, methodology, scope, levels of surveillance, inspection, testing and survey;
- (j) the Greenfield Independent Certifier's strategies, processes, methodologies and procedures for:
 - (i) addressing environmental monitoring and protection;
 - (ii) audit, surveillance and monitoring of OpCo2's design and construction activities, including the processes used for determining the levels and scope of surveillance of activities;
 - (iii) identifying and managing the Services to be subcontracted, including quality, reporting and communication aspects of the Services;

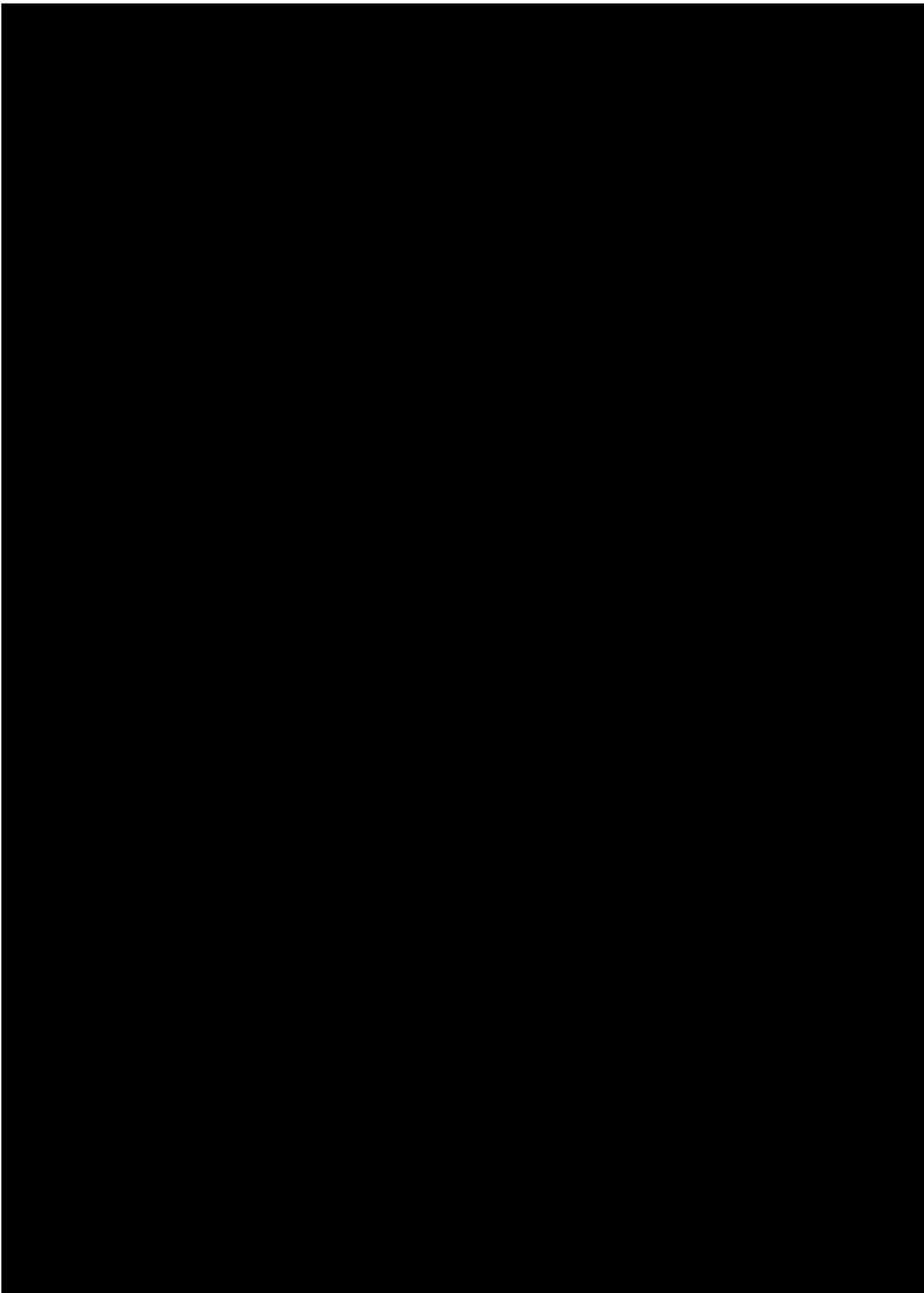
- (iv) providing comments to OpCo2 in respect of its carrying out of OpCo2's Activities, whether by participation in design workshops, design surveillance or otherwise;
 - (v) ensuring that OpCo2 has addressed all issues of review, comment and consultation with the Principal in respect of the Design Documentation and OpCo2's Activities; and
 - (vi) risk management of the work covered by sub-paragraphs (i) and (ii) above;
- (k) the Greenfield Independent Certifier's strategies, systems, procedures, processes, methodologies and reporting protocols to be applied whereby each of the following requirements will be achieved and satisfied:
- (i) the functions, obligations, duties and services which the OTS2 Project Deed contemplates will be discharged by the Greenfield Independent Certifier as set out in Schedule 1;
 - (ii) certification of Design Stage 3 Design Documentation (Schedule 13, OTS2 Project Deed);
 - (iii) certification of the Test Procedures for Nominated Tests (Schedule 14, OTS2 Project Deed);
 - (iv) certification of the Test Results for Nominated Tests (Schedule 15, OTS2 Project Deed);
 - (v) certification of Readiness for First Passenger Service for each Phase (Schedule 16, OTS2 Project Deed);
 - (vi) if the applicable option in Schedule 1A (*Options for Additional Services*) is exercised [REDACTED]
 - (vii) certification of Completion for each Phase (Schedule 20, OTS2 Project Deed);
 - (viii) certification of Final Completion for each Phase (Schedule 22, OTS2 Project Deed); and
 - (ix) determination of any matters required by the OTS2 Project Deed;
- (l) the Greenfield Independent Certifier's proposed standards including:
- (i) committed surveillance activities; and
 - (ii) committed resources; and
- (m) the basis of the Certification Methodology in terms of the assumptions relating to OpCo2's Activities including:
- (i) number of design lots developed; and
 - (ii) program durations; and
 - (iii) how the Greenfield Independent Certifier will address the reporting requirements set out in clause 3.10 of this deed and otherwise advise the Principal of issues that it identifies in carrying out the Services, and considers may impact on or delay the ability of OpCo2 to design and construct the OTS2 Works in accordance with the requirements of the OTS2 Project Deed.

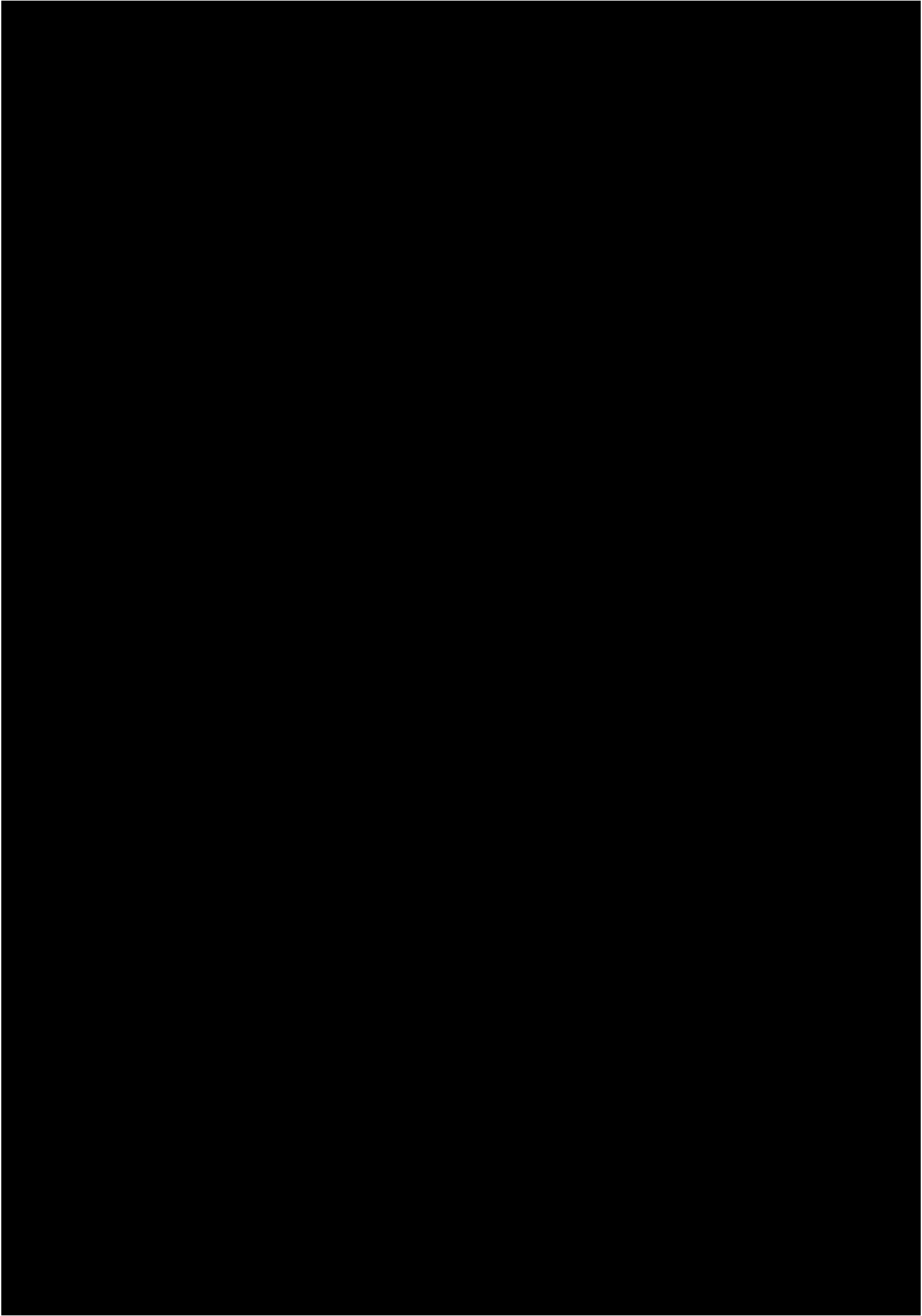
SCHEDULE 5

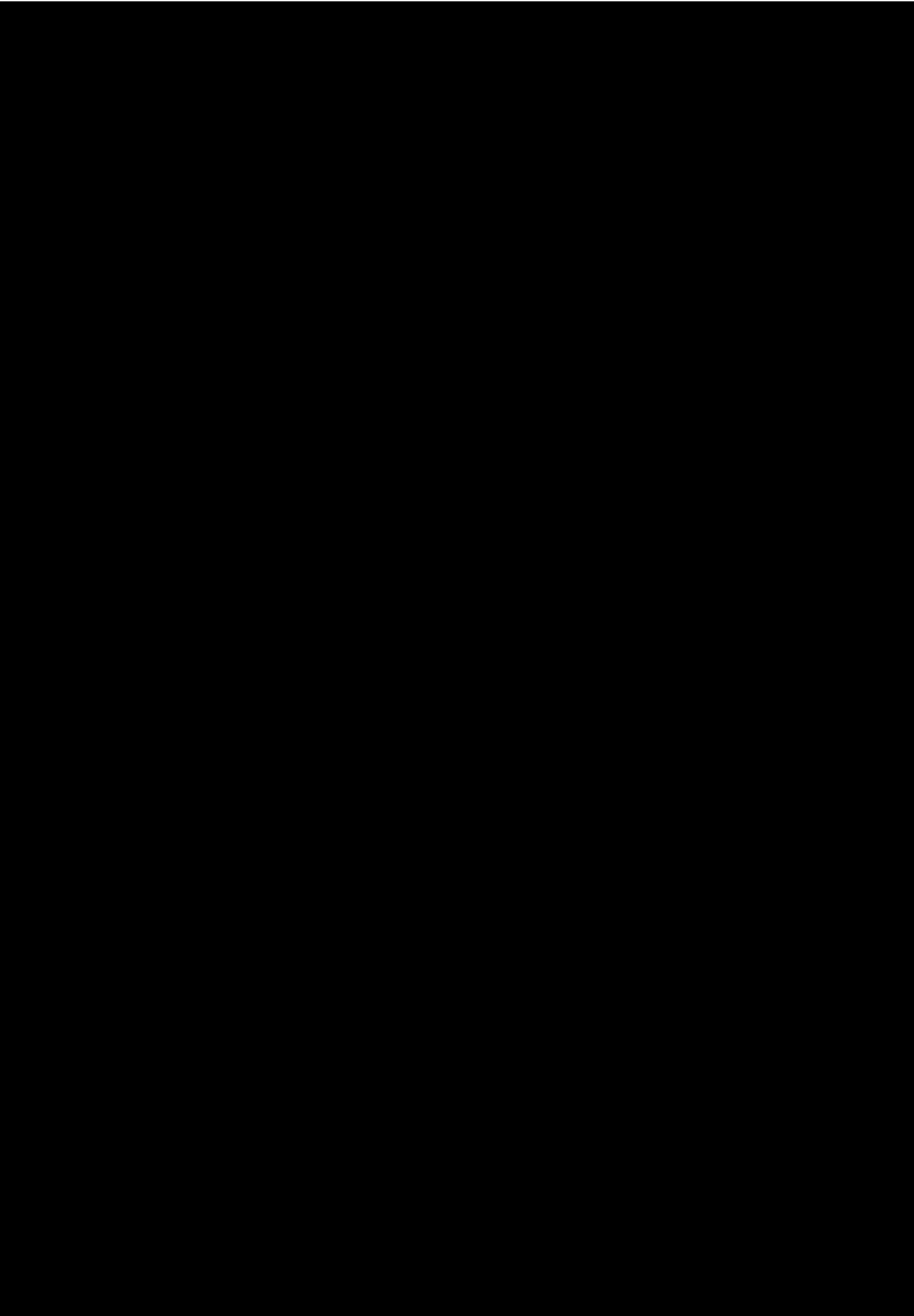
Subcontractors

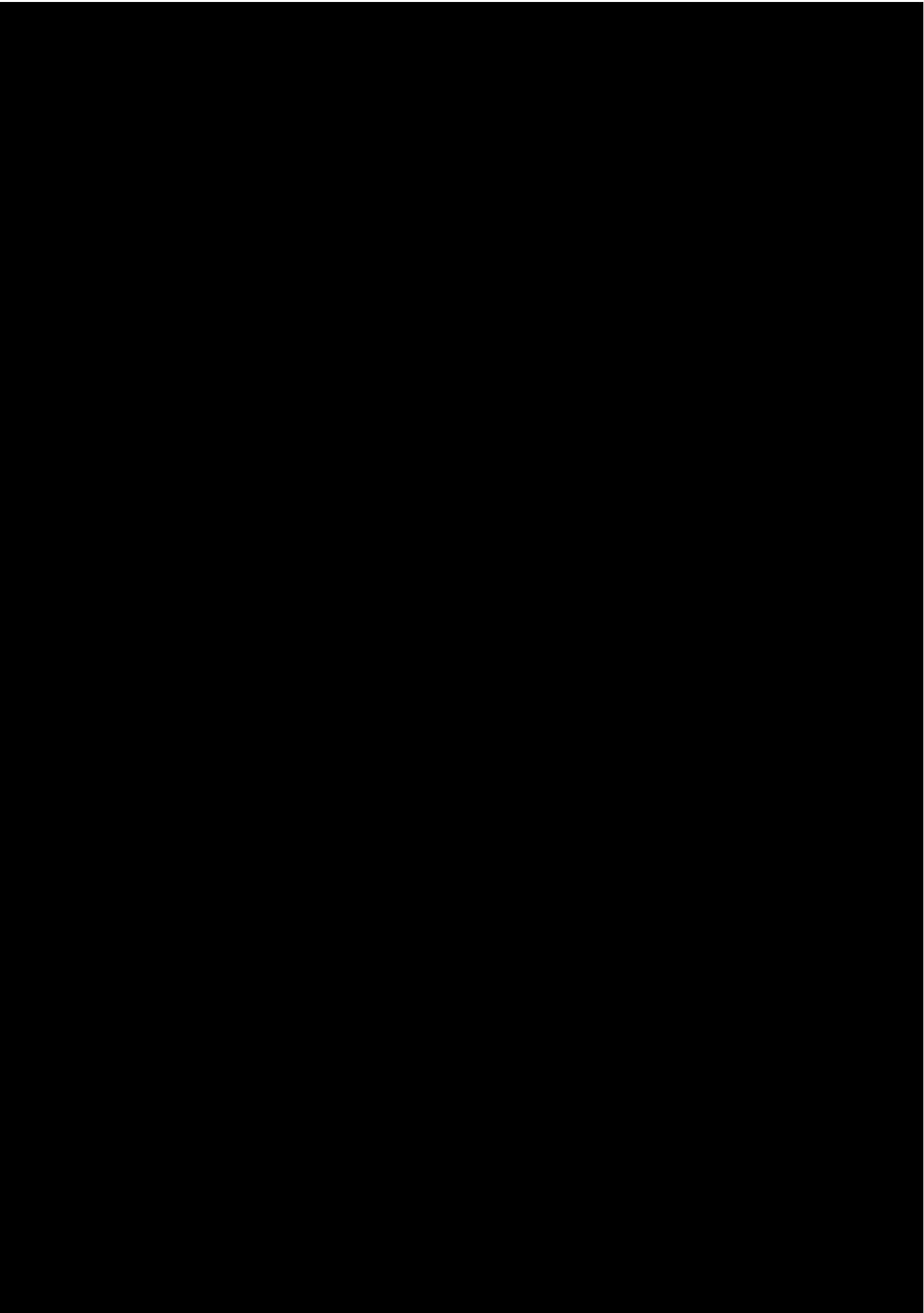
Name of subcontractor	Part of the Services
[Redacted content]	

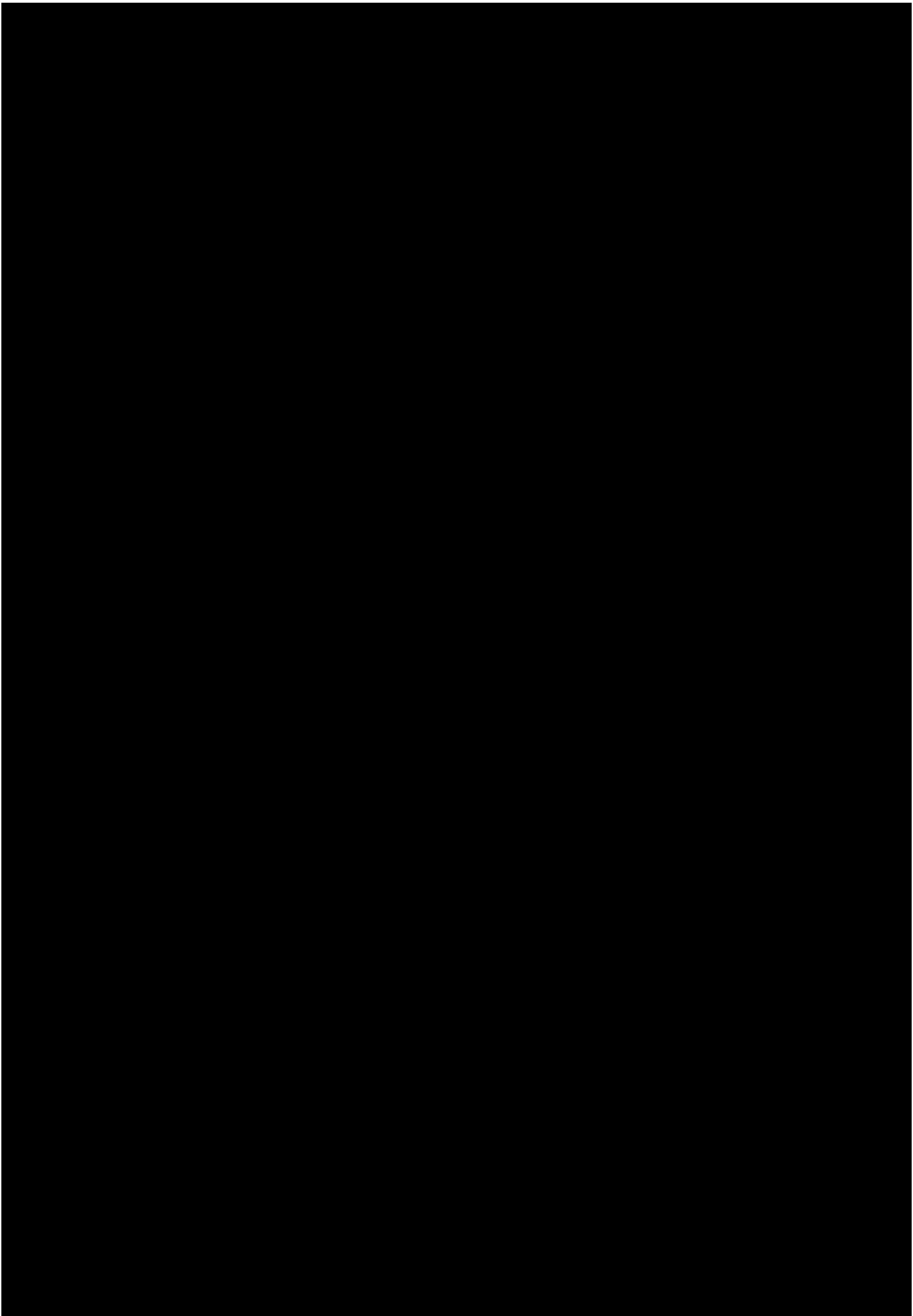
SCHEDULE 6

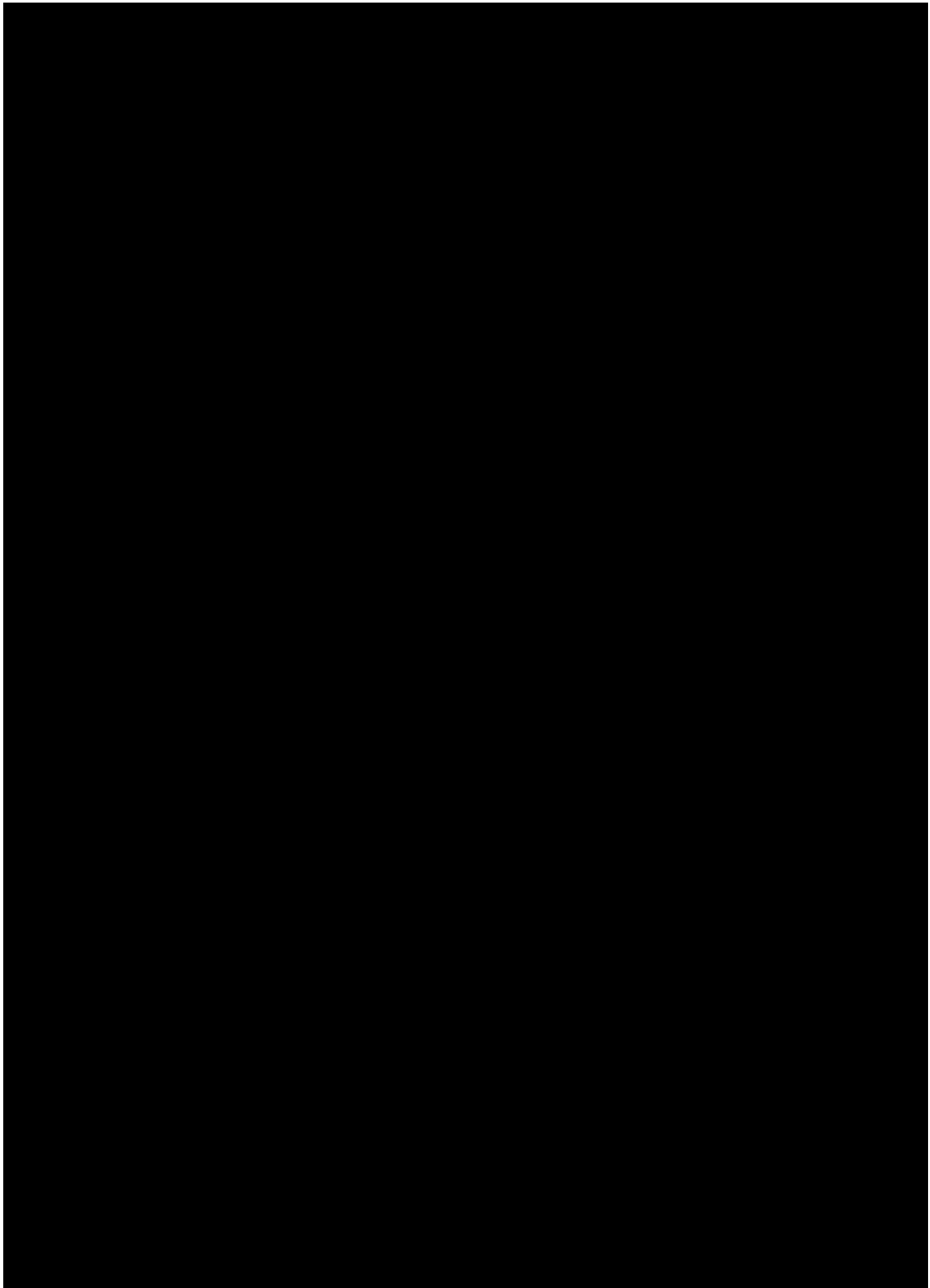


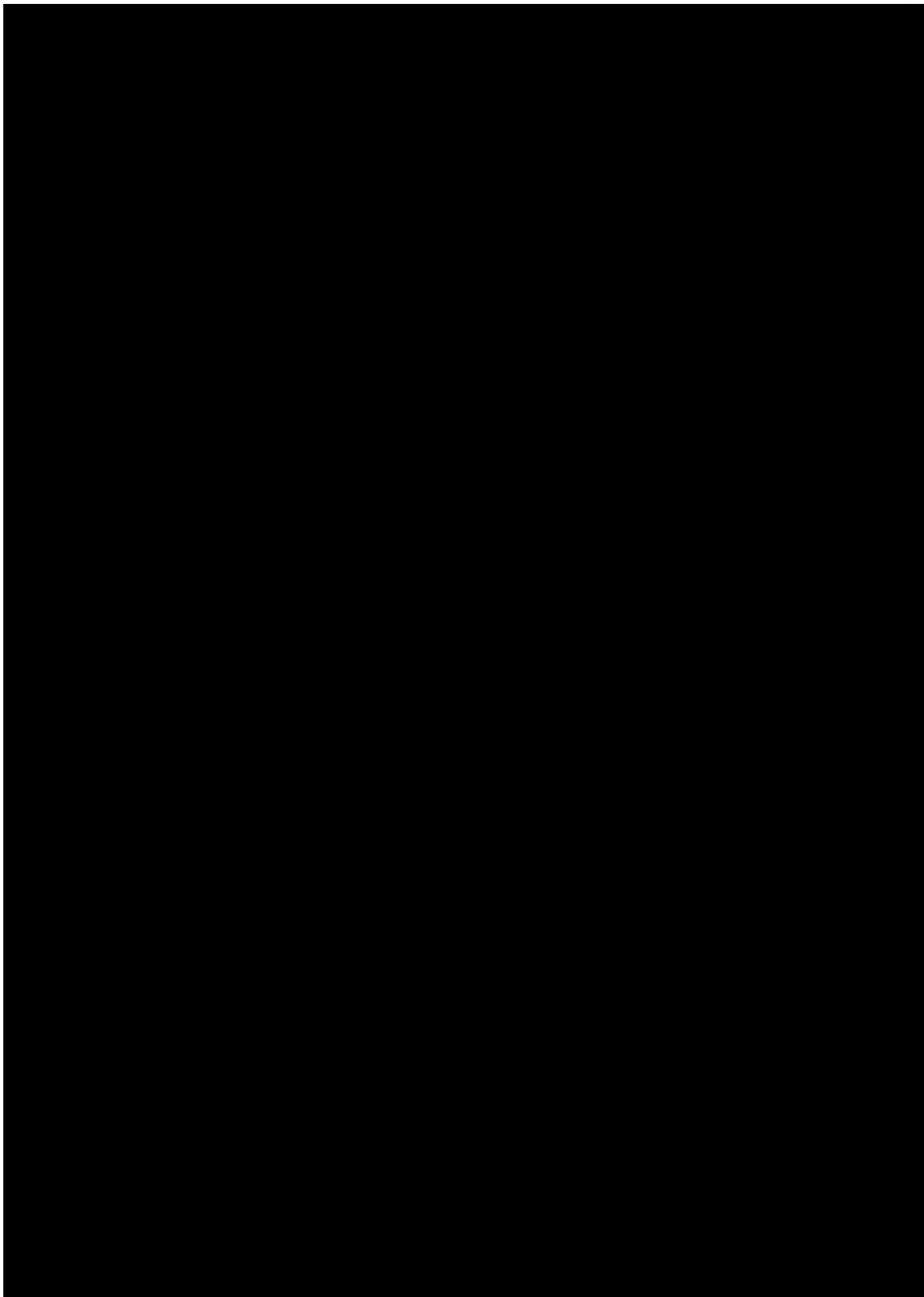


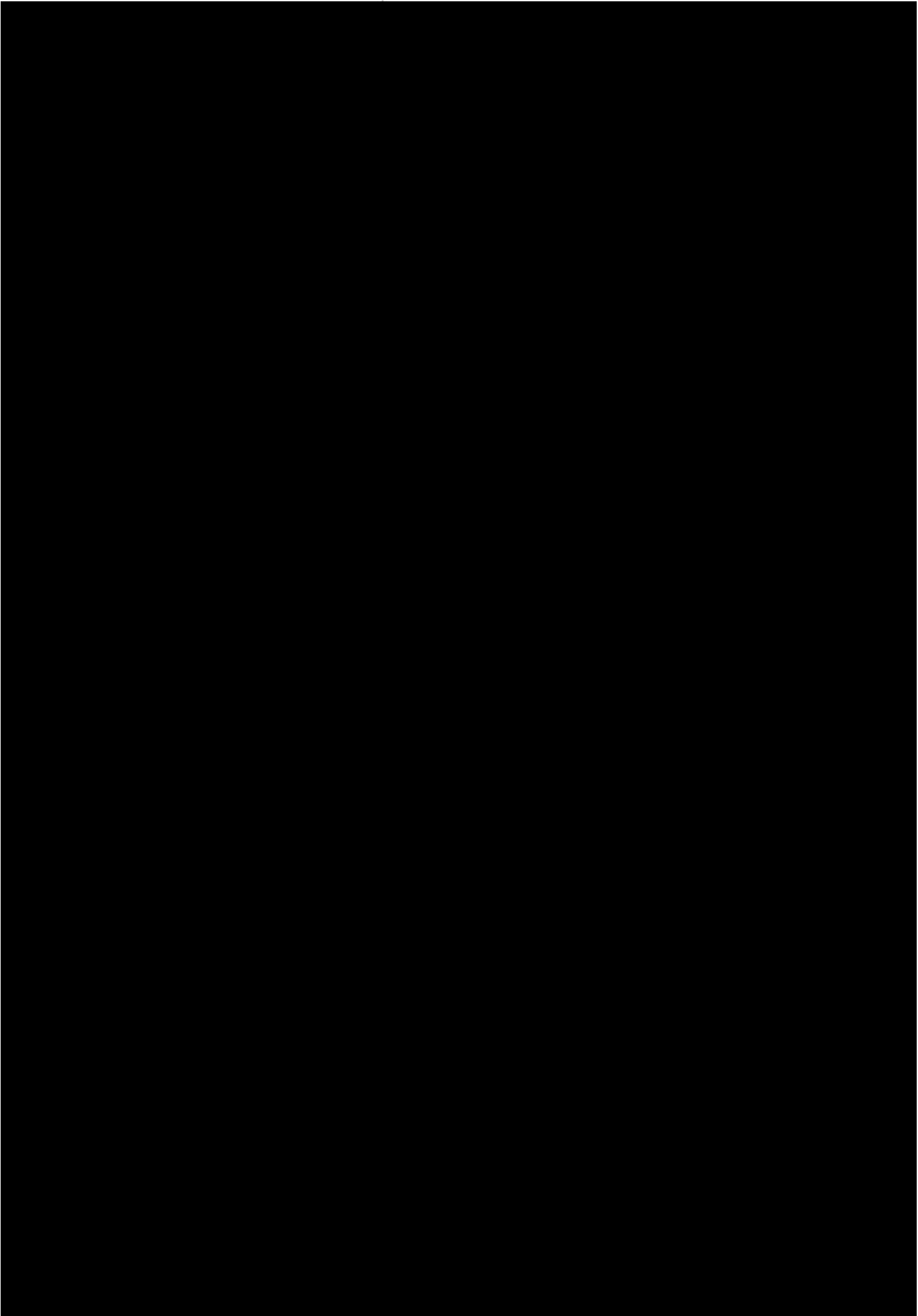


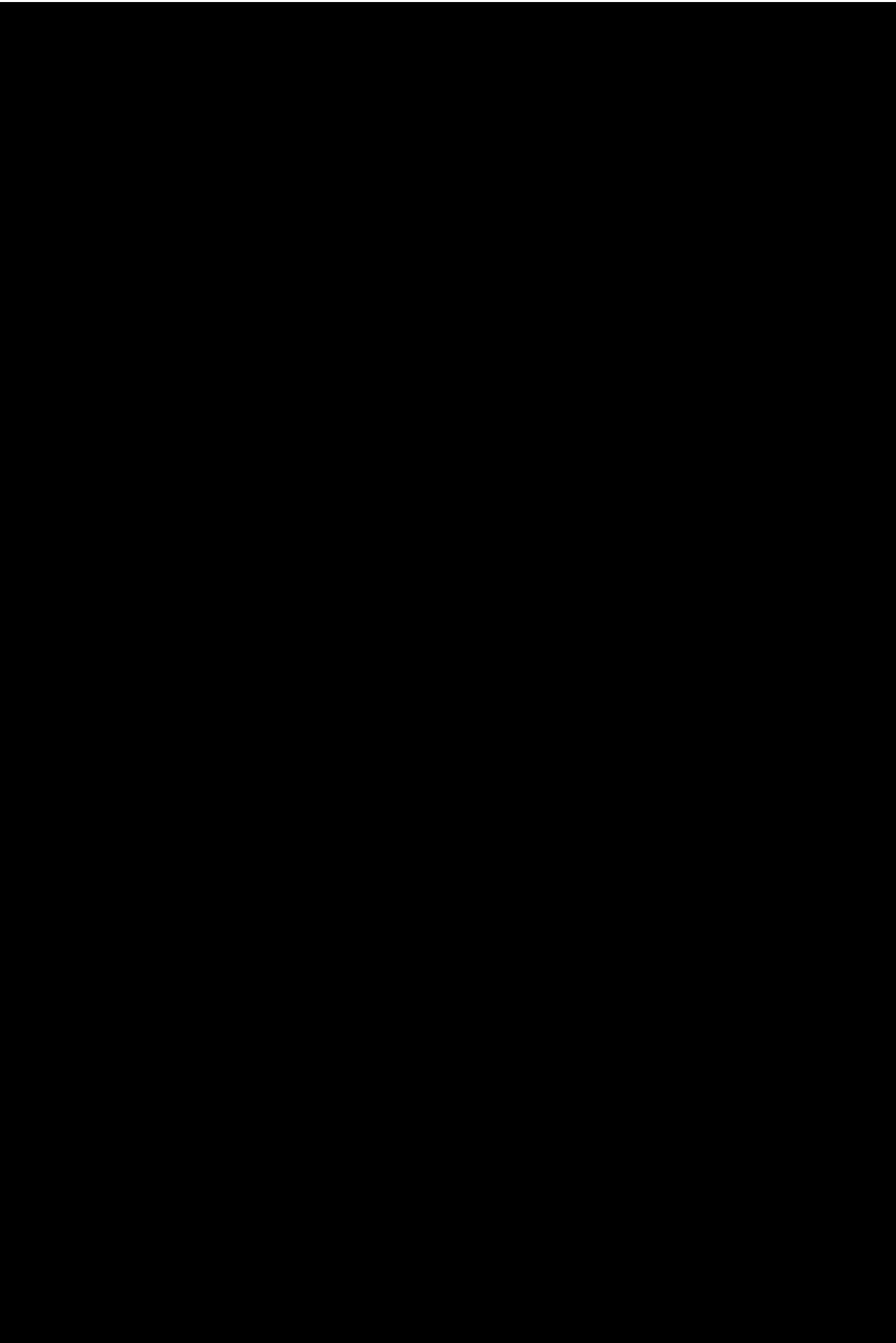


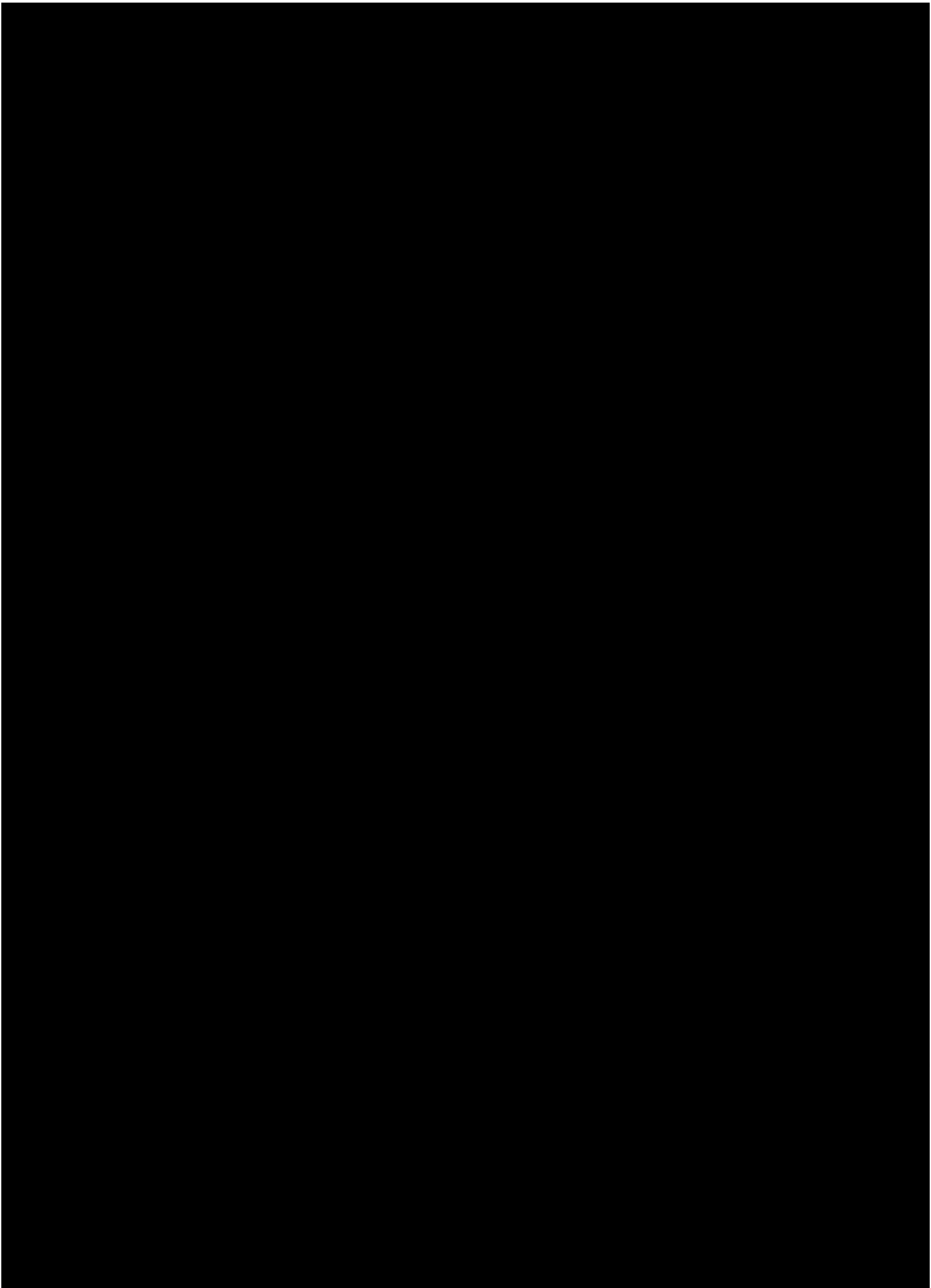


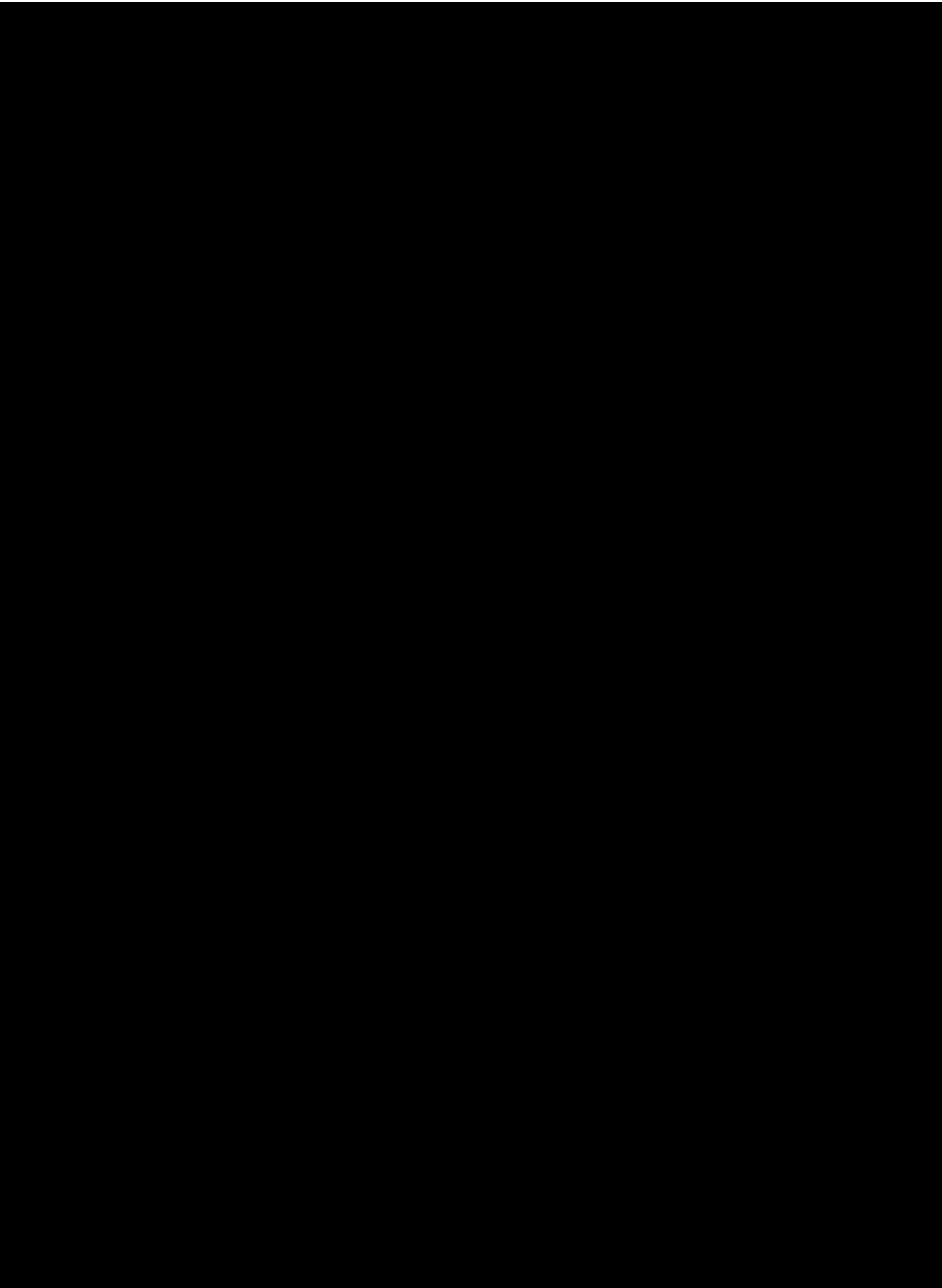


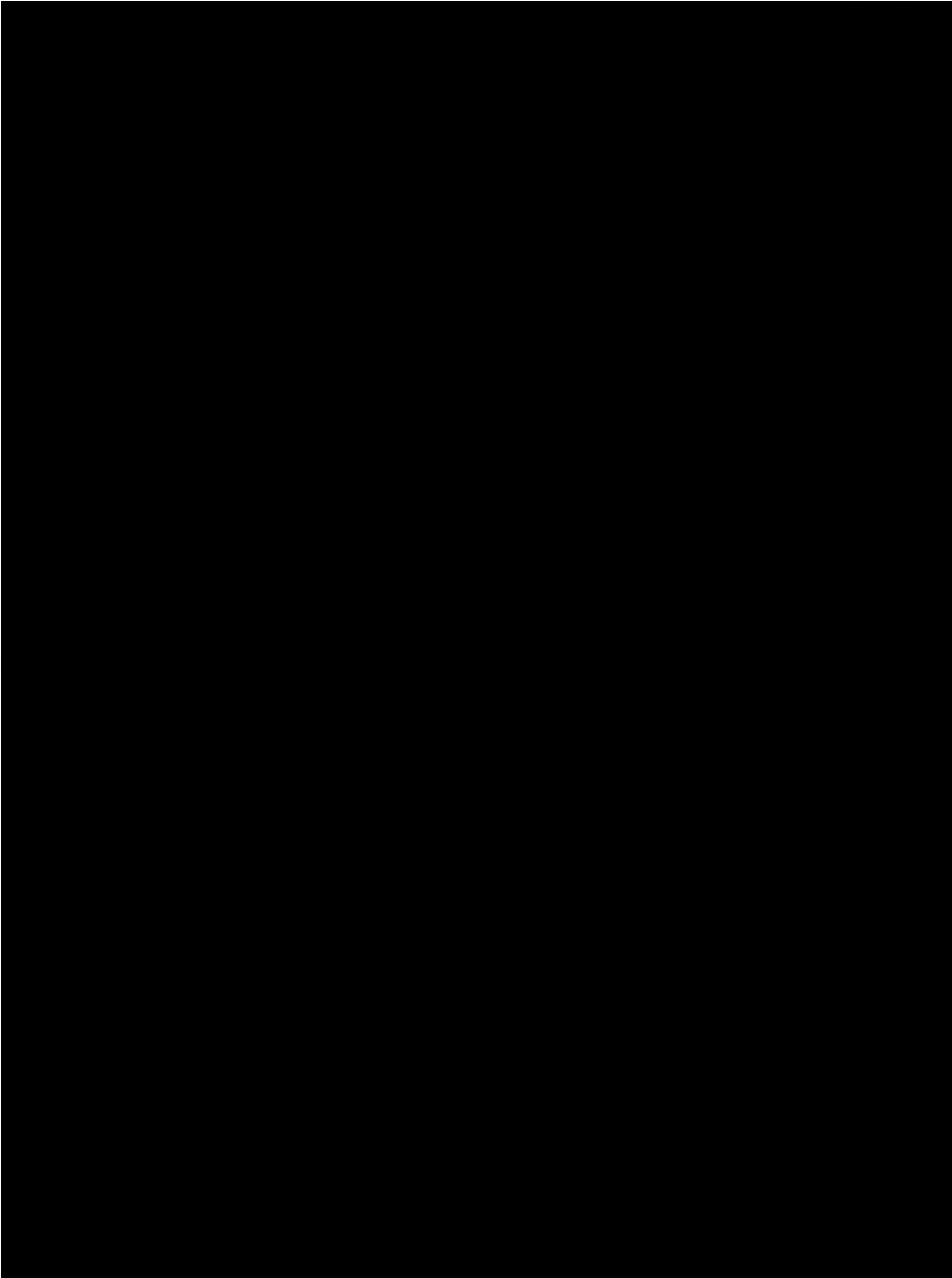








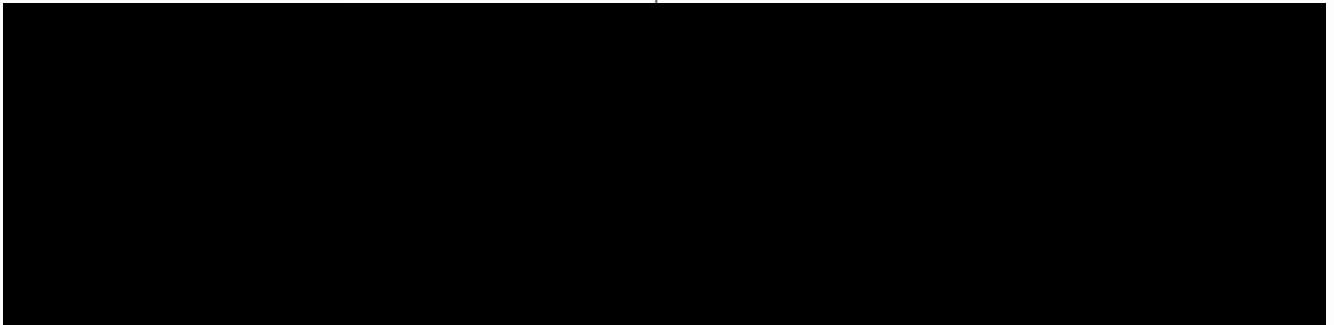




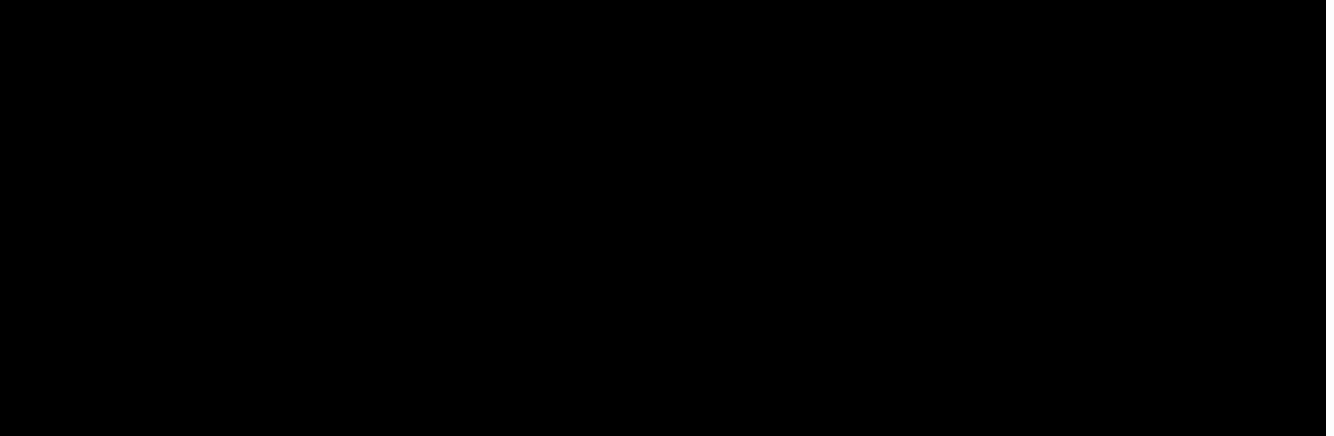
EXECUTED as a deed.

Each person who executes this document on behalf of a party under a power of attorney declares that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

EXECUTED by **SYDNEY METRO** (ABN 12 354 063 515) by its authorised delegate in the presence of:



SIGNED, SEALED and DELIVERED for **NRT CSW PTY LTD** (ACN 635 509 036) in its personal capacity and as trustee of the NRT CSW Unit Trust under power of attorney in the presence of: ■■■



EXECUTED by **ADVISIAN PTY LTD** (ABN 50 098 008 818) in accordance with section 127 of the *Corporations Act 2011* (Cth):

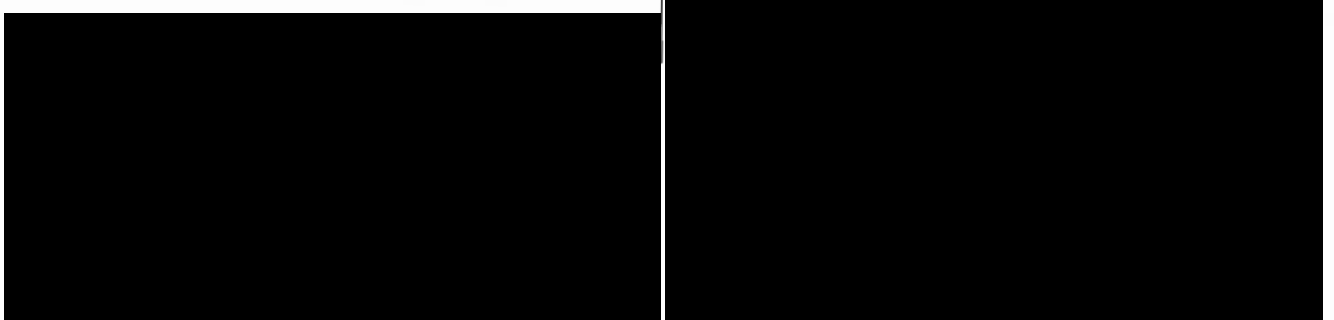


EXHIBIT 1

