

## SCHEDULE 12

### Requirements of Third Party Agreements

(Clause 9.18)

#### 1. NO LIMITATION ON DEED

- (a) Nothing in this Schedule 12 limits the Principal's rights or affects the Contractor's obligations under any clause of this deed.
- (b) The exclusion of liability for:
  - (i) Consequential Loss; and
  - (ii) the General Cap or the General Cap (WHT Southern Tunnel Works) (as applicable),apply to Schedule 12 (including the carve outs to those).

#### 2. INTERFACE AGREEMENTS

- (a) The Contractor:
  - (i) acknowledges that:
    - (A) Sydney Trains, TAHE (formerly Rail Corporation New South Wales (ABN 59 325 778 353) (**RailCorp**)) and the Principal (formerly Roads and Maritime Services (ABN 76 236 371 088) (**RMS**)) have entered into the Sydney Light Rail Interface Agreement;
    - (B) Sydney Metro (ABN 12 354 063 515) and the Principal (formerly RMS) have entered into the Sydney Metro West Interface Agreement;
    - (C) Sydney Trains, TAHE (formerly RailCorp) and the Principal (formerly RMS) have entered into the Sydney Trains Rozelle Works Deed;
    - (D) Ausgrid (ABN 67 505 337 385) and the Principal (formerly RMS) have entered into the Ausgrid Relocation Deed;
    - (E) Newcastle Port Corporation trading as Port Authority of New South Wales (ABN 50 825 884 846) and the Principal (formerly RMS) have entered into a Deed of Licence for Part of Lot 10 DP 1170710 (**Port Authority of New South Wales Deed of Licence**);
    - (F) UrbanGrowth NSW Development Corporation (ABN 41 163 782 371) (now Infrastructure NSW) and the Principal (formerly RMS) have entered into a Licence Deed for Site A and Site B at White Bay Power Station (**UrbanGrowth Licence Deed**);
    - (G) Sydney Water Corporation (ABN 49 776 225 038) and the Principal (formerly RMS) have entered into a Deed of Licence for the land located at Railway Parade, Annandale (**Sydney Water Deed of Licence**),
    - (H) Sydney Metro (ABN 12 354 063 515) and the Principal have entered into the Sydney Metro West – Western Harbour Tunnel Interface Agreement; and

(I) Sydney Water Corporation (ABN 49 776 225 038) and the Principal will enter into the Sydney Water Interface Agreement,

(together the **Interface Agreements**); and

(ii) must, in performing, the Contractor's Activities:

(A) unless otherwise directed by the Principal, comply with, satisfy, carry out and fulfil all of the obligations, conditions and requirements of the Interface Agreements to the extent that they apply or relate to:

(aa) the Works (as defined in the Sydney Light Rail Interface Agreement);

(bb) the RI Works (as defined in the Sydney Metro West Interface Agreement);

(cc) the Relocation Works and Decommissioning Works (each as defined in the Sydney Trains Rozelle Works Deed);

(dd) the Contestable Works (as defined in the Ausgrid Relocation Deed);

(ee) the access and use of the Licensed Area and Land (as defined in the Port Authority of New South Wales Deed of Licence) by the Contractor and its Related Parties;

(ff) the access and use of the Licensed Area and Land (as defined in the UrbanGrowth Licence Deed) by the Contractor and its Related Parties;

(gg) the access and use of the Licensed Area and Land (as defined in the Sydney Water Deed of Licence) by the Contractor and its Related Parties,

(hh) the WHT Works (as defined in the Sydney Metro West – Western Harbour Tunnel Interface Agreement); and

(ii) the Project Works (as defined in the Sydney Water Interface Agreement),

(together the **Works**); or

(jj) the Contractor's Activities,

as if it were named as the Principal in the relevant Interface Agreements so as to ensure that the Principal is able to fully meet those obligations under the Interface Agreements or otherwise at law except to the extent that the table below:

(kk) provides that the Contractor is not required to comply with, satisfy, carry out and fulfil the obligation, condition or requirement; or

(ll) limits the Contractor's obligation in respect of that obligation, condition or requirement; and

(B) comply with and fulfil any conditions, obligations or requirements allocated to the Contractor in this Schedule 12 that are additional to or

more stringent or onerous than the conditions and requirements described in section 2(a)(ii)(A) of this Schedule 12;

- (iii) must assist the Principal, in any way that the Principal reasonably requires to enable the Principal to perform any obligations under or in connection with the Interface Agreements; and
  - (iv) subject to the table below, may not exercise any of the Principal's discretions or rights under the Interface Agreements unless it has obtained the Principal's prior written consent.
- (b) The Contractor acknowledges that:
- (i) the Interface Agreements provide processes for the Works to be designed and constructed; and
  - (ii) it must design and construct the Works in accordance with the requirements of the Interface Agreements, this Schedule 12 and this deed.
- (c) Where the Interface Agreements provide that:
- (i) the Principal must; or
  - (ii) the Principal must ensure that its contractors will,
- do something or comply with an obligation which applies or relates to the Works, the Contractor must in performing the Contractor's Activities, do that thing or comply with that obligation.
- (d) Where the Interface Agreements provide for the Principal to provide a document, notice or information to, or request the consent of, a party to an Interface Agreement other than the Principal (**Interface Party**) or an independent certifier appointed in respect of that Interface Agreement which relates to the Works, the Contractor:
- (i) must not provide any such document, notice, information or comments directly to, or request consent from, the Interface Party or independent certifier (as applicable); and
  - (ii) must provide such document, notice, information or comments, or request for consent, to the Principal within a reasonable time sufficient for the Principal to review and comment on the document, notice or information or request for consent and consider the comments and provide the document, notice, information, comments or request for consent to the relevant Interface Party within the time period required by the relevant Interface Agreement.
- (e) The Contractor must, in carrying out the Contractor's Activities:
- (i) comply with any reasonable directions of the relevant Third Party's representative in respect of the relevant Interface Agreement in relation to compliance with the conditions and requirements of the Interface Agreements which apply or relate to the Works or the Contractor's Activities or other requirements of the Third Parties;
  - (ii) ensure that no act or omission of the Contractor constitutes, causes or contributes to any breach by the Principal of its obligations to an Interface Party under the Interface Agreements or otherwise at law; and
  - (iii) otherwise act consistently with the terms of the Interface Agreements.

- (f) Whenever, pursuant to the terms of the Interface Agreements, the Principal makes an acknowledgement or gives a release or warranty, indemnity, or covenant to an Interface Party under any clause of the Interface Agreements which is in any way connected with the Works then, subject to what is provided in this Schedule 12 and the other terms of this deed, the Contractor is deemed to make the same acknowledgement or give the same release or warranty, indemnity, or covenant to the Principal on the same terms and conditions as the acknowledgement, release or warranty, indemnity, or covenant made or given by the Principal under the Interface Agreements in the same way as if the relevant terms of the acknowledgement, release or warranty, indemnity or covenant were set out in full in this deed.
- (g) The Contractor acknowledges that to the extent that the Interface Agreements contain provisions pursuant to which an Interface Party is stated to make no representations as to a state of affairs, the Contractor agrees that the Principal similarly makes no representations to the Contractor in respect of that state of affairs in the same way as if the relevant terms of the Interface Agreements were set out fully in this deed.
- (h) Nothing in the Interface Agreements or this Schedule 12 limits the Principal's rights or the Contractor's obligations in relation to Opening Completion, WHT Interface Milestone Completion, Completion, Completion (WHT Southern Tunnel Works), Final Completion or the rectification of Defects under this deed.
- (i) Without limiting any other provision of this Deed, the Contractor must indemnify the Principal from and against any claim by any Interface Party against the Principal or any Liability of the Principal to an Interface Party arising out of or in any way in connection with the Interface Agreements to the extent that the Liability or claim is caused by, or arises out of, or in any way in connection with, a breach of this deed by the Contractor, or a wrongful or negligent act or omission by the Contractor or the Contractor's Related Parties in the performance of the Contractor's Activities:
  - (i) provided that the Contractor's responsibility to indemnify the Principal will be reduced to the extent that a negligent act or omission of the Principal or an agent of the Principal contributed to the Liability or claim; and
  - (ii) except to the extent it is limited in this Schedule 12.
- (j) The Contractor:
  - (i) bears the full risk of:
    - (A) it complying with the obligations under this Schedule 12; and
    - (B) any acts or omissions of an Interface Party or its employees, agents, contractors or officers; and
  - (ii) will not be entitled to make, and the Principal will not be liable upon, any Claim arising out of or in any way in connection with:
    - (A) the risks referred to in section 2(j)(i) of this Schedule 12; or
    - (B) any acts or omissions of an Interface Party or its employees, agents, contractors or officers.
- (k) For the purpose of this Schedule 12, any reference in:
  - (i) the Sydney Light Rail Interface Agreement to "RMS Personnel";

- (ii) the Sydney Metro West Interface Agreement to "Responsible Parties" (in respect of paragraph (b) of that definition);
- (iii) the Sydney Trains Rozelle Works Deed to "RMS Personnel";
- (iv) the Ausgrid Relocation Deed to "Roads and Maritime Contractor";
- (v) the Port Authority of New South Wales Deed of Licence to "Licensee's Agents";
- (vi) the UrbanGrowth Licence Deed to "Invitee";
- (vii) the Sydney Water Deed of Licence to "Licensee's Employees";
- (viii) the Sydney Metro West – Western Harbour Tunnel Interface Agreement to "Responsible Parties" (in respect of paragraph (b) of that definition); and
- (ix) the Sydney Water Interface Agreement to "Contractor",

must be read as a reference to:

- (ii) the Contractor and each of the directors, employees, officers, representatives, agents, contractors and consultants of the Contractor; and
- (iii) the subcontractors of the Contractor and each of their sub-subcontractors and the directors, employees, officers, representatives, agents, contractors and consultants of the subcontractors of the Contractors and their sub-subcontractors,

who are involved in the execution of, or in any performance of, any things and tasks which the Contractor is, or may be, required to carry out or do under the Interface Agreements (to the extent relating to the Works) or this deed.

- (l) The Contractor acknowledges and agrees that the Principal gives no undertaking to the Contractor that the Principal will comply with the obligations which are not required to be performed by the Principal or the time within which those obligations must be performed.

Clause	Sydney Light Rail Interface Agreement - Obligations which are not required to be performed by the Contractor
3.10 – Development Consent	The Contractor will not be required to comply with this clause, except it must comply with the conditions of the Development Consent as set out in clause 3.10(d) to the extent required by this deed.
5 - Costs	All, excluding clause 5.1(a) in relation to costs that the Contractor or its Related Entities incur and 5.1(b) in relation to services used by the Contractor or its Related Entities.
6 - Insurance	The Contractor will not be required to comply with this clause in respect of the Principal's Project Insurance.
7.5 - Conditions of Track Possession	All.

7.6(b)(ii)	All.
8.5 - RMS's warranty	All.
8.8 – Principal Contractor (RMS or the RMS Contractor)	The Contractor is engaged as the Principal Contractor in relation to the Works Package described in clause 8.8(a) and must comply with this clause.
10.1(a)	The Contractor will not be required to comply with a Contamination Notice solely because the Contamination Notice is an Approval, and under clause 10 the Contractor is required to comply with all Laws relating to the environment.
13.1 – Appointment of Independent Certifier	All.
15– Advertising Assets	All.
19 – Release and Indemnity	<p>The Contractor will be required to indemnify the Principal only to the extent that the relevant Claim arises due to any act or omission of or breach by the Contractor or its Related Entities, or the use or occupation of the Railway Corridor by the Contractor or its Related Entities.</p> <p>The Contractor's liability under this indemnity will be reduced proportionately to the extent that the relevant Claim arises from any breach of this deed or the other D&amp;C Documents by the Principal or other act or omission (including any negligence) of the Principal or its Related Entities.</p>
22 – Disputes	<p>The Contractor will not be required to comply with this clause, except that the Contractor must provide all documents, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a dispute under this clause.</p> <p>The Principal must, as reasonably requested by the Contractor, keep the Contractor informed of its progress with respect to the resolution of such disputes to the extent relevant to the Contractor's Activities.</p>

<b>Clause Sydney Metro West Interface Agreement - Obligations which are not required to be performed by the Contractor</b>	
5.2 – Review and verification	The parties acknowledge that the comments provided by SM under this clause will be treated by the D&C Independent Certifier as comments of an 'Other Reviewer' in accordance with the Contractor Documentation Schedule.

8.1- Appointment of RI Independent Certifier	All.
8.2(c) - RI Independent Certifier to certify compliance	All.
10.2(b) – Repair of damage	<p>The Contractor will be required to undertake repair or replacement work and the Principal will be required to pay reasonable costs recovered from SM in respect of that repair or replacement work.</p> <p>To the extent the Principal does not recover costs from SM under clause 10.2(b)(ii) in respect of the repair or replacement work performed by the Contractor and the rectification costs are not available to the Contractor under any Project Insurances (other than due to an act or omission of the Contractor), the Principal will pay to the Contractor the reasonable costs that SM was obliged to pay to the Principal under clause 10.2(b)(ii).</p> <p>If requested by the Principal, the Contractor must promptly provide an estimate of the cost of the repair or replacement work before the Principal gives notice to SM under clause 10.2(b).</p>
12(b)(ii) – Work Health & Safety	The Contractor is engaged as the Principal Contractor in relation to the construction project(s) that includes the RI Activities and the RI Monitoring Activities (as those terms are defined in the Sydney Metro West Interface Agreement) and must comply with this clause.
13.14(d) – Independent Expert	All.
15 – Liability of RMS	<p>The Contractor will be required to indemnify the Principal only to the extent that the relevant damage, death, personal injury, liability or claims arises due to any act or omission of or breach by the Contractor or its Related Entities, or the use or occupation of the SMW Site by the Contractor or its Related Entities.</p> <p>The Contractor's liability under this indemnity will be reduced proportionately to the extent that the relevant damage, death, personal injury, liability or claims arise from any breach of this deed or the other D&amp;C Documents of other act or omission (including any negligence) of the Principal or its Related Entities.</p>
16 - Insurance	The Contractor will not be required to comply with this clause in respect of the insurances to be effected and maintained by the Principal in accordance with clause 26 and Schedule 30 of this deed.
18.2 – Alignment Information	All.
20 – Dispute resolution	The Contractor will not be required to comply with this clause, except that the Contractor must provide all documents, assistance and co-

	<p>operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a dispute under this clause.</p> <p>The Principal must, as reasonably requested by the Contractor, keep the Contractor informed of its progress with respect to the resolution of such disputes to the extent relevant to the Contractor's Activities.</p>
--	---

<b>Clause Sydney Trains Rozelle Works Deed - Obligations which are not required to be performed by the Contractor</b>	
3.2 – Indemnity	<p>The Contractor will be required to indemnify the Principal only to the extent that the relevant Claim arises due to any act or omission of or breach by the Contractor or its Related Entities.</p> <p>The Contractor's liability under this indemnity will be reduced proportionately to the extent that the relevant Claim arises from any breach of this deed or the other D&amp;C Documents by the Principal or other act or omission (including any negligence) of the Principal or its Related Entities.</p>
5 – Costs	All, excluding clause 5.1(a) in relation to costs that the Contractor or its Related Entities incur and 5.1(b) in relation to services used by the Contractor or its Related Entities.
6 - Insurance	The Contractor will not be required to comply with this clause in respect of the Principal's Project Insurance.
7.4 – Warranty by RMS	All.
7.6 – Principal Contractor	The Contractor is engaged as the Principal Contractor in relation to the Relocation Works and Decommissioning Works (as that term is defined in the Sydney Trains Rozelle Works Deed), and must comply with this clause.
7.8 - Indemnity	<p>The Contractor will be required to indemnify the Principal only to the extent that the relevant costs, expenses, fines, losses, damages or Claims arise due to any act or omission of or breach by the Contractor or its Related Entities.</p> <p>The Contractor's liability under this indemnity will be reduced proportionately to the extent that the relevant costs, expenses, fines, losses, damages or Claims arise from any breach of this deed or the other D&amp;C Documents by the Principal or other act or omission (including any negligence) of the Principal or its Related Entities.</p>
9.1(a)	The Contractor will not be required to comply with a Contamination Notice solely because the Contamination Notice is an Approval, and under clause 9 the Contractor is required to comply with all Laws relating to the environment.
9.5 – Indemnity	<p>The Contractor will be required to indemnify the Principal only to the extent that the relevant costs, expenses, fines, losses, damages or Claims arise due to any act or omission of or breach by the Contractor or its Related Entities.</p> <p>The Contractor's liability under this indemnity will be reduced proportionately to the extent that the relevant costs, expenses, fines,</p>



	losses, damages or Claims arise from any breach of this deed or the other D&C Documents by the Principal or other act or omission (including any negligence) of the Principal or its Related Entities.
10 - Indemnity	<p>The Contractor will be required to indemnify the Principal only to the extent that the relevant costs, expenses, fines, losses, damages or Claims arise due to any act or omission of or breach by the Contractor or its Related Entities.</p> <p>The Contractor's liability under this indemnity will be reduced proportionately to the extent that the relevant costs, expenses, fines, losses, damages or Claims arise from any breach of this deed or the other D&amp;C Documents by the Principal or other act or omission (including any negligence) of the Principal or its Related Entities.</p>
15 - New Easements	All.
19 - Release and indemnity	<p>The Contractor will be required to indemnify the Principal only to the extent that the relevant Claim arises due to any act or omission of or breach by the Contractor or its Related Entities.</p> <p>The Contractor's liability under this indemnity will be reduced proportionately to the extent that the relevant Claim arises from any breach of this deed or the other D&amp;C Documents by the Principal or other act or omission (including any negligence) of the Principal or its Related Entities.</p>
22 - Disputes Resolution Procedure	<p>The Contractor will not be required to comply with this clause, except that the Contractor must provide all documents, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a dispute under this clause.</p> <p>The Principal must, as reasonably requested by the Contractor, keep the Contractor informed of its progress with respect to the resolution of such disputes to the extent relevant to the Contractor's Activities.</p>

<b>Clause</b>	<b>Ausgrid Relocation Deed - Obligations which are not required to be performed by the Contractor</b>
8.2 - Principal Contractor	The Contractor is engaged as the Principal Contractor in respect of the Contestable Works and the Non-Contestable Works (as those terms are defined in the Ausgrid Relocation Deed), and must comply with this clause.
10 - Costs	All, excluding clause 10.1 in relation to the costs of the Contractor and its Related Entities.
11 - Dispute resolution	<p>The Contractor will not be required to comply with this clause, except that the Contractor must provide all documents, assistance and co-operation reasonably requested by the Principal (and within the time requested by the Principal) in connection with a dispute under this clause.</p> <p>The Principal must, as reasonably requested by the Contractor, keep the Contractor informed of its progress with respect to the resolution of such disputes to the extent relevant to the Contractor's Activities.</p>

13 – Insurance and liability	The Contractor will not be required to comply with this clause in respect of the Principal’s Project Insurance.
15.1 – Tax Indemnity	The Contractor will not be required to indemnify Ausgrid against future Tax Liabilities.

<b>Clause Port Authority of New South Wales Deed of Licence - Obligations which are not required to be performed by the Contractor</b>	
Schedule Item 4 (Licence Fee) of the Schedule and clause 3.1 – Payment of Licence Fee	The Contractor will not be required to pay the Licence Fee.
8.4 – Insurance and liability	The Contractor will not be required to comply with clause 8.4 of the Port Authority of New South Wales Deed of Licence in respect of the Principal’s Project Insurance.
9.3 – Indemnity for breach	<p>The Contractor will be required to indemnify the Principal only to the extent that the relevant claim, action, loss, damage, cost, liability, expense or payment arises due to any act or omission of or breach by the Contractor or its Related Entities.</p> <p>The Contractor's liability under this indemnity will be reduced proportionately to the extent that the relevant claim, action, loss, damage, cost, liability, expense or payment arises from any breach of this deed or the other D&amp;C Documents by the Principal or other act or omission (including any negligence) of the Principal or its Related Entities.</p>
11.3 – Licensee's Responsibility and Indemnity	<p>The Contractor will only be responsible for environmental contamination in accordance with clause 11.3(a) of the Port Authority of New South Wales Deed of Licence, or for cleaning up any spillage or discharge in accordance with clause 11.3(b) of the Port Authority of New South Wales Deed of Licence, to the extent the Contractor is responsible for or required to remediate the environmental contamination, spillage or discharge under clause 11.10 of this deed.</p> <p>The Contractor will be required to indemnify the Principal clause 11.3(c) of the Port Authority of New South Wales Deed of Licence only to the extent that the relevant claim, action, loss, damage, cost, liability, expense or payment arises due to any act or omission of or breach by the Contractor or its Related Entities.</p> <p>The Contractor's liability under this indemnity will be reduced proportionately to the extent that the relevant claim, action, loss, damage, cost, liability, expense or payment arises from any breach of this deed or the other D&amp;C Documents by the Principal or other act or omission (including any negligence) of the Principal or its Related Entities.</p>

<b>Clause                    UrbanGrowth Licence Deed - Obligations which are not required to be performed by the Contractor</b>	
4.5 – Remediation	<p>The Contractor will only be responsible for controlling and removing pollution and contamination under clause 4.5(b) of the UrbanGrowth Licence Deed to the extent the Contractor is required to control and remove the pollution and contamination under clause 11.10 of this deed.</p> <p>The Contractor will only be responsible for paying the Licensor’s costs, charges and expenses under clause 4.5(c) of the UrbanGrowth Licence Deed in connection with the control and removal of pollution and contamination to the extent the Contractor is required to control and remove the pollution and contamination under clause 11.10 of the D&amp;C Deed at its cost.</p>
7 – Insurance and liability	The Contractor will not be required to comply with clause 7 of the UrbanGrowth Licence Deed in respect of the Principal’s Project Insurance.
8 – Licensee’s indemnity and release	<p>The Contractor will be required to indemnify the Principal only to the extent that the relevant action, proceedings, claim, demand, liability, loss or damages arises due to any act or omission of or breach by the Contractor or its Related Entities.</p> <p>The Contractor's liability under this indemnity will be reduced proportionately to the extent that the relevant action, proceedings, claim, demand, liability, loss or damages arises from any breach of this deed or the other D&amp;C Documents by the Principal or other act or omission (including any negligence) of the Principal or its Related Entities.</p>

<b>Clause                    Sydney Water Deed of Licence - Obligations which are not required to be performed by the Contractor</b>	
5 – Insurance	The Contractor will not be required to comply with clause 5 of the Sydney Water Deed of Licence in respect of the Principal’s Project Insurance.
5.8 – Indemnity	<p>The Contractor will be required to indemnify the Principal only to the extent that the relevant liability, loss, damages, claims, demands, proceedings, costs and expenses arise due to any act or omission of or breach by the Contractor or its Related Entities.</p> <p>The Contractor's liability under this indemnity will be reduced proportionately to the extent that the relevant liability, loss, damages, claims, demands, proceedings, costs and expenses arise from any breach of this deed or the other D&amp;C Documents by the Principal or other act or omission (including any negligence) of the Principal or its Related Entities.</p>

<b>Clause</b>	<b>Sydney Water Corporation Interface Deed - Obligations which are not required to be performed by the Contractor</b>
1.6 – Review of Operating Licences	The Principal will be responsible for the obligations under this clause, except that the Contractor must attend any meetings required under this clause if requested to do so by the Principal.
4.2 – Agency's obligations may be performed by others	All.
4.4 – Engagement of WSC	All.
6.3(d) – Impact Schedule Response dispute	All, except that the Contractor must inform the Principal if it considers a dispute exists that should be referred for resolution under clause 32 and provide all relevant supporting information to the Principal.
7.2(e) – Monitoring Regimes	The obligations of the Agency Representative under this clause are retained by the Principal, except that the Contractor must inform the Principal if it considers the Agency Representative should make a request under this clause, and provide all relevant supporting information to the Principal.
7.2(f) – Monitoring Regimes dispute	All, except that the Contractor must inform the Principal if it considers a dispute exists that should be referred for resolution under clause 32 and provide all relevant supporting information to the Principal.
7.4(c)(i) – Communications Protocol	The obligations of the Agency Representative under this clause are retained by the Principal, except that the Contractor must attend meetings under this clause if requested by the Principal.
8.3(e) – Relevant Works Design Documentation	The obligations of the Agency Representative under this clause are retained by the Principal, except that the Contractor must inform the Principal if it considers the Agency Representative should make a request under this clause, and provide all relevant supporting information to the Principal.
8.4(c) – Relevant Works Design Documentation	The obligations of the Agency Representative under this clause are retained by the Principal, except that the Contractor must inform the Principal if it considers the Agency Representative should make a request under this clause, and provide all relevant supporting information to the Principal.
8.5(c) – Water Asset Works Design Documentation	The obligations of the Agency Representative under this clause are retained by the Principal, except that the Contractor must inform the Principal if it considers the Agency Representative should make a request under this clause, and provide all relevant supporting information to the Principal.
9.3(d) – Works programme –	All, except that the Contractor must, and must ensure that its Subcontractors, carry out the Works and Contractor's Activities in

General requirements	such a manner as to ensure that the Principal meets its obligations under this clause 9.3(d).
9.6 – Other Utility Services	The Principal will be responsible for the obligations under this clause to the extent they relate to governmental authorities or utility owners with whom the Principal has entered into a Third Party Agreement.
Clause 10(a) (Completion and Transfer of Ownership of the Water Asset Works)	The Principal is responsible for the care of each "Package" of "Water Asset Works" (as those terms are defined in the Sydney Water Interface Agreement) from the Handover Date (WHT Southern Tunnel Works).
11.1, 11.2 – Rectification and costs – Water Asset Works	The Contractor is responsible for the obligations under these clauses, but this does not limit or affect the Principal's obligations under this deed to pay the Contractor in accordance with clause 21 of the deed.
12(b)(ii) – SWC Future Works	The obligations of the Agency Representative under this clause are retained by the Principal, except that the Contractor must provide all documents, assistance and cooperation reasonably requested by the Principal in connection with this clause.
13.1 – Land adjustments	All, except that the Contractor must provide all documents, assistance and cooperation reasonably requested by the Principal in connection with this clause.
13.4(a)(ii) – Emergency Access by SWC	All.
14(c) – Abandoned SWC Assets	All, except that the Contractor must inform the Principal if it considers a dispute exists that should be referred for resolution under clause 32 and provide all relevant supporting information to the Principal.
15 – Contamination	The Contractor is responsible for the obligations under these clauses, but this does not limit or affect: <ul style="list-style-type: none"> <li>• the Principal's obligations under this deed to pay the Contractor in accordance with clause 21 of the deed; or</li> <li>• the Contractor's right to claim with respect to Unknown Contamination.</li> </ul>
16(e) – Audit – Water Asset Works	The Principal is responsible for the payment of the fee under this clause.
17.1 – Payments by the Agency	All.
17.2 – Payments by SWC for Betterment	All.

19(e) – Corrective Action Request	All, except that the Contractor must inform the Principal if it considers a dispute exists that should be referred for resolution under clause 32 and provide all relevant supporting information to the Principal.
20 - Disputes	Without limiting section 3 of this Schedule 12, the Principal will be responsible for complying with all of the obligations under this clause, except that the Contractor must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in connection with a dispute under this clause.
24.1 - Assignment	All.
24.2(d)	All.
27	The Principal is responsible for the obligations under this clause, other than the obligation to effect and maintain other insurance to the full extent required by Law and the other obligations in this clause 27 in relation to such insurances.
28(c) and (d)	All.
29.2	All.
29.3	The Principal will be responsible for the obligations under this clause, except that the Contractor must attend meetings under this clause if required by the Principal.

<b>Clause</b>	<b>Sydney Metro West – Western Harbour Tunnel Interface Agreement - Obligations which are not required to be performed by the Contractor</b>
3(a)(i) - Approvals	The Principal's obligations under this clause are limited to obtaining the WHT Planning Approval.
6.2	The parties acknowledge that the comments provided by SM under this clause will be treated by the WHT Independent Certifier as comments of an 'Other Reviewer' in accordance with the Contractor Documentation Schedule.
6.2(c)(i)	All.
6.8(a)	All, except that the Principal will exercise the rights in consultation with the Contractor.
6.8(b)	All, except the Contractor must provide all information and assistance required by the Principal relating to and justifying the SMW Settlement Criteria and any consequential changes required to the Monitoring Activities.
7.8(c)	All, except the Contractor must provide all information and assistance required by the Principal to allow the Principal to assess the WHT Settlement Criteria Amendment Request

9.1 – IC appointment	All.
11(c)(iii)(A)	All.
12.2(b)	<p>All, except the Contractor must undertake any repair or replacement work as required by the Principal and keep the Principal fully informed of the progress of the repair and replacement activities.</p> <p>If the Contractor undertakes any repair or replacement work as required by the Principal, the Principal will be required to pay reasonable costs recovered from SM in respect of that repair or replacement work.</p> <p>To the extent the Principal does not recover costs from SM under clause 12.2(b)(ii) in respect of the repair or replacement work performed by the Contractor and the rectification costs are not available to the Contractor under any Project Insurances (other than due to an act or omission of the Contractor), the Principal will pay to the Contractor the reasonable costs that SM was obliged to pay to the Principal under clause 12.2(b)(ii).</p> <p>If requested by the Principal, the Contractor must promptly provide an estimate of the cost of the repair or replacement work before the Principal gives notice to SM under clause 12.2(b).</p>
13.2	All, except to the extent the damage was caused or contributed to by the Contractor in performing the WHT Activities.
16.16(b)(i) – Joint Review Panel expert	All.
16.16(g) – Costs of expert	All.
17.4(c) – SM liability and escalation to Secretary	All.
18	<p>The Contractor will be required to indemnify the Principal only to the extent that the relevant damage, death, personal injury, liability or claims arises due to any act or omission of or breach by the Contractor or its Related Entities, or the use or occupation of the SMW Site by the Contractor or its Related Entities.</p> <p>The Contractor's liability under this indemnity will be reduced proportionately to the extent that the relevant damage, death, personal injury, liability or claims arise from any breach of this deed or the other D&amp;C Documents or other act or omission (including any negligence) of the Principal or its Related Entities.</p>
18.4(c) – TfNSW liability and	All.

escalation to Secretary	
19 – WHT insurance	The Contractor will not be required to comply with this clause in respect of the insurances to be effected and maintained by the Principal in accordance with clause 26 and Schedule 30 of this deed.
22.2(d) and (e) – WHT Alignment / SM Corridor	All.
26 – Dispute Resolution	Without limiting section 3 of this Schedule 12, the Principal will be responsible for complying with all of the obligations under this clause, except that the Contractor must provide all documents, assistance and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in connection with a dispute under this clause.  The Principal must keep the Contractor informed of the progress and resolution of such disputes.
28.3 – Further acts	All.
28.10 - Assignment	All.
28.20 - Costs	All.
29 - GST	All

### 3. COMMON DISPUTES

(a) In this section 3 of this Schedule 12:

**Common Dispute** means a Dispute under this deed which is concerned with matters that also arise in respect of the respective rights and obligations of the Principal and an Interface Party under or in connection with an Interface Agreement including where:

- (i) the Principal is in breach of a provision of this deed to the extent such a breach is caused by an Interface Party under its respective Interface Agreement;
- (ii) the Principal is entitled to obtain remedies or benefits under or in connection with an Interface Agreement which are similar to remedies or benefits claimed by the Contractor in a Claim by the Contractor under this deed;
- (iii) the Contractor has rights against the Principal under this deed, including under a warranty or indemnity or specific right of reimbursement or recovery in this deed, and the Principal has similar rights against the Interface Party under an Interface Agreement including under a corresponding warranty or indemnity or specific right of reimbursement or recovery in the Interface Agreement; or
- (iv) the Contractor has a Claim against the Principal and the Principal has a Claim against an Interface Party based on the same or similar events or circumstances.



- (b) In the event that there is a Common Dispute, the Principal may, in its absolute discretion:
  - (i) determine that the Common Dispute be resolved in accordance with the provisions of this section 3 of this Schedule 12; and
  - (ii) notify the Contractor in writing of its decision within 20 Business Days of the Common Dispute arising,

in which case section 3(c) to 3(i) of this Schedule 12 will then apply in respect of that Common Dispute.
- (c) In the event that, in accordance with section 3(b) of this Schedule 12, the Principal determines that a Common Dispute is to be resolved in accordance with this section 3 of this Schedule 12, and notifies the Contractor in writing of this decision, then:
  - (i) clauses 3, 4, 5, 6, 7 and 8 of Schedule 3 will not apply to the resolution of the Common Dispute that is the subject of the Principal's notice; and
  - (ii) the Contractor acknowledges and agrees, that the purpose of this section 3 of this Schedule 12 is:
    - (A) to provide the Contractor with comparable remedies and entitlements in respect of Common Disputes, and to limit the rights of the Contractor against the Principal in respect of Common Disputes by reference to the Principal's rights and entitlements under or in connection with Interface Agreements; and
    - (B) not to reduce or disentitle or otherwise affect the validity of any Claim by the Principal against an Interface Party under, arising out of, or in any way in connection with the relevant Interface Agreement.
- (d) In respect of all Common Disputes:
  - (i) the entitlement of the Contractor to receive compensation from the Principal, and the Principal's liability to pay compensation to the Contractor, will only arise at the time the relevant Common Dispute is resolved or determined;
  - (ii) if any compensation is payable by the Principal to the Contractor under this deed in respect of a Common Dispute, the Contractor will have the same entitlement to recover compensation under this deed as the Principal has to recover that compensation from an Interface Party under the relevant Interface Agreement in respect of the subject matter of the Common Dispute;
  - (iii) any rights the Contractor has against the Principal will not exceed the equivalent rights to which the Principal is entitled under the relevant Interface Agreement; and
  - (iv) the Principal will pass through to the Contractor the proportion of any compensation (including damages or other form or relief) to which the Principal is entitled under the Interface Agreement in respect of the subject matter of the Common Dispute:
    - (A) to the extent that this is referable to the Contractor, including any Liability, Claim or Loss of the Contractor; and
    - (B) determined by reference to what is actually compensated or allowed by an Interface Party under the relevant Interface Agreement.

- (e) The Principal agrees to diligently pursue its rights regarding the Common Dispute and:
  - (i) where possible, request of the relevant Interface Party, that the Contractor be permitted to directly make representations in respect of the Common Dispute;
  - (ii) if it is unable to obtain the Interface Party's consent as contemplated under section 3(e)(i) of this Schedule 12, make on behalf of the Contractor whatever representations in respect of the Common Dispute that the Contractor reasonably requests; and
  - (iii) provide:
    - (A) regular updates to the Contractor; and
    - (B) whatever information and documents the Contractor reasonably requests,

as to the progress of the Common Dispute.
  
- (f) The Principal's liability to the Contractor in respect of the subject matter of a Common Dispute:
  - (i) is satisfied by payment to the Contractor in accordance with this section 3 of this Schedule 12; or
  - (ii) if the Interface Party is not liable to the Principal, is deemed to be satisfied on the determination of that matter (whether by dispute resolution under the respective Interface Agreement, Project Deed or otherwise), provided that:
    - (A) the Principal has complied with its obligations under this section 3 of this Schedule 12 with respect to recovery of the Principal's and the Contractor's entitlements from the Interface Party; and
    - (B) all appeals from such determination have been exhausted.
  
- (g) The Contractor agrees:
  - (i) to provide all documents, assistance, and cooperation reasonably requested by the Principal (and in the time requested by the Principal) in connection with the Common Dispute;
  - (ii) that where an Interface Agreement contemplates:
    - (A) alternative dispute resolution (including arbitration and expert determination):
      - (aa) a like process will apply to the Common Dispute between the parties; and
      - (bb) the Contractor consents to the Common Dispute being heard together with (or consolidated with) that alternative dispute resolution process; and
    - (B) litigation, the Contractor consents to the Common Dispute being consolidated with (or heard together with) that litigation; and

- (iii) to be bound by the outcome of the Common Dispute resolution process to the extent it affects the rights and obligations of the Contractor under this deed.
- (h) The entitlement of the Contractor to a remedy in respect of a Common Dispute will not be reduced to the extent to which the Principal's entitlements under an Interface Agreement are reduced or extinguished due to the Principal's breach or failure to comply with the Interface Agreement or other act or omission by the Principal (to the extent not caused by the Contractor).
- (i) To the extent the Contractor has recovered compensation in respect of a Common Dispute under another provision of this deed, the Contractor is not entitled to the same compensation under this section 3 of this Schedule 12.
- (j) Any payment to which the Contractor is entitled under this section 3 of this Schedule 12 in respect of a Common Dispute shall be paid by the Principal to the Contractor within 25 Business Days from the date of the settlement or final determination (with all rights of appeal having been exhausted) of the Common Dispute under or in connection with the Interface Agreement.
- (k) If at any time any provision of this Schedule 12 is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:
  - (i) the legality, validity or enforceability in that jurisdiction of any other provision of this Schedule 12; or
  - (ii) the legality, validity or enforceability under law of any other jurisdiction of that or any other provision of this Schedule 12.
- (l) Despite the existence of a Common Dispute between the parties to this deed, the parties must continue to comply with and perform their obligations under this deed.
- (m) Section 3 of this Schedule 12 will survive termination of this deed.