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## **2. Milestone and Deliverables Control Matrix**

### **2.1 General**

The requirements for achieving completion of each Milestone are described in the following sections.

### **2.2 Milestone and Deliverables Control Matrix (MDCM)**

- (a) The MDCM in section 3 defines a series of phases that must occur and Deliverables that must be delivered with each Milestone. It includes:
  - (i) Milestone number;
  - (ii) the phase associated with achieving each Milestone;
  - (iii) Milestone Due Date;
  - (iv) the Deliverables by Document Deliverable Description number, title, description, and version status; and
  - (v) the version of the Deliverables required for each Milestone.
- (b) Each entry in the MDCM shows when the Supplier must submit a Deliverable relative to the key events listed (shown as the minimum Business Days **(BD)** before or after the event, and in what status).
- (c) The MDCM does not limit the milestone completion requirements in section 4.

### **2.3 Milestone completion requirements**

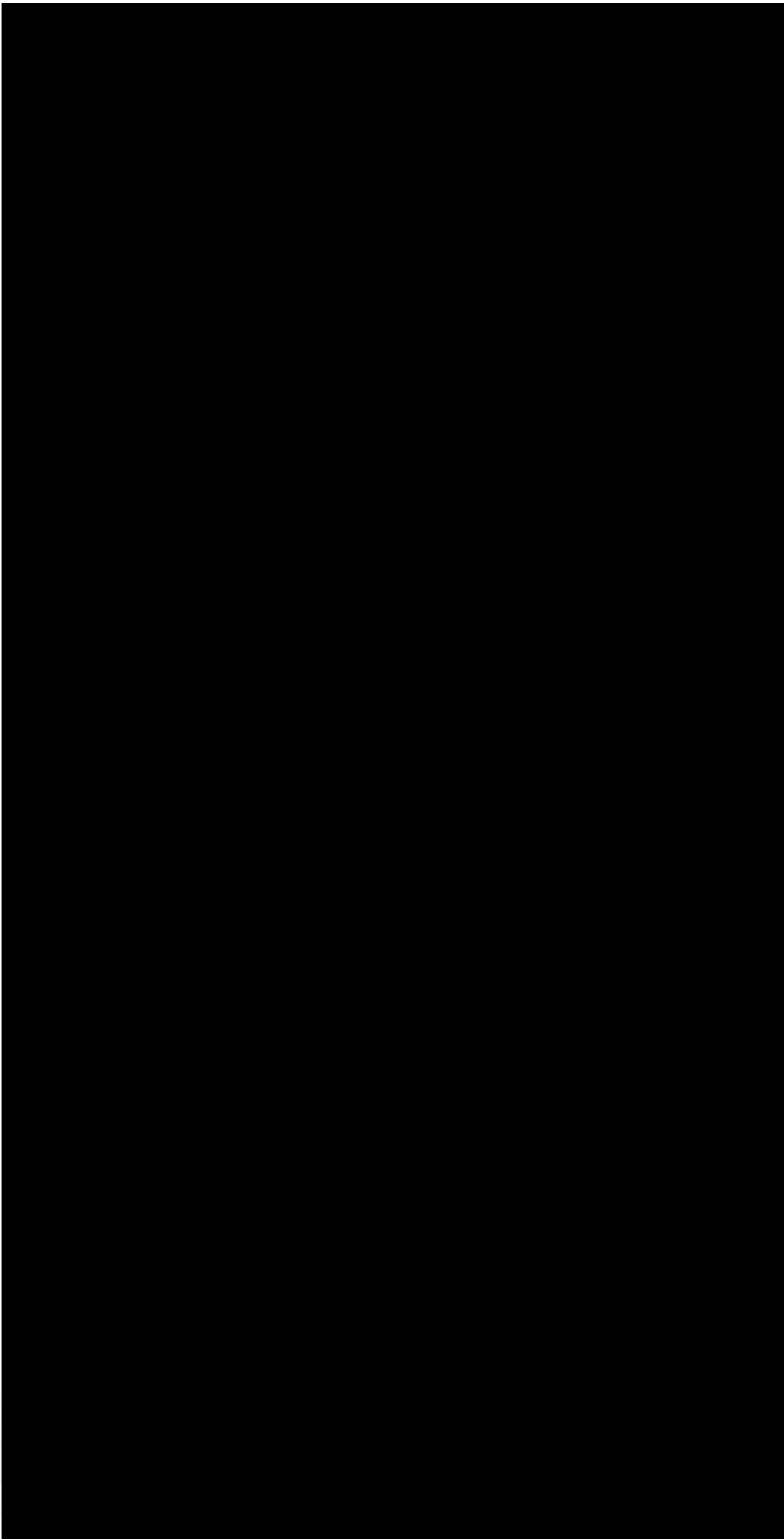
The milestone completion requirements in section 4, define for each Milestone:

- (a) description/purpose; and
- (b) the requirements to achieve satisfactory completion of the Milestone.

### **2.4 Entry Criteria and Exit Criteria**

The Entry Criteria and Exit Criteria in section 4 describe the entry and exit criteria the Supplier must satisfy for each event associated with the Milestones. The criteria do not limit the requirements in section 4.

*pls*



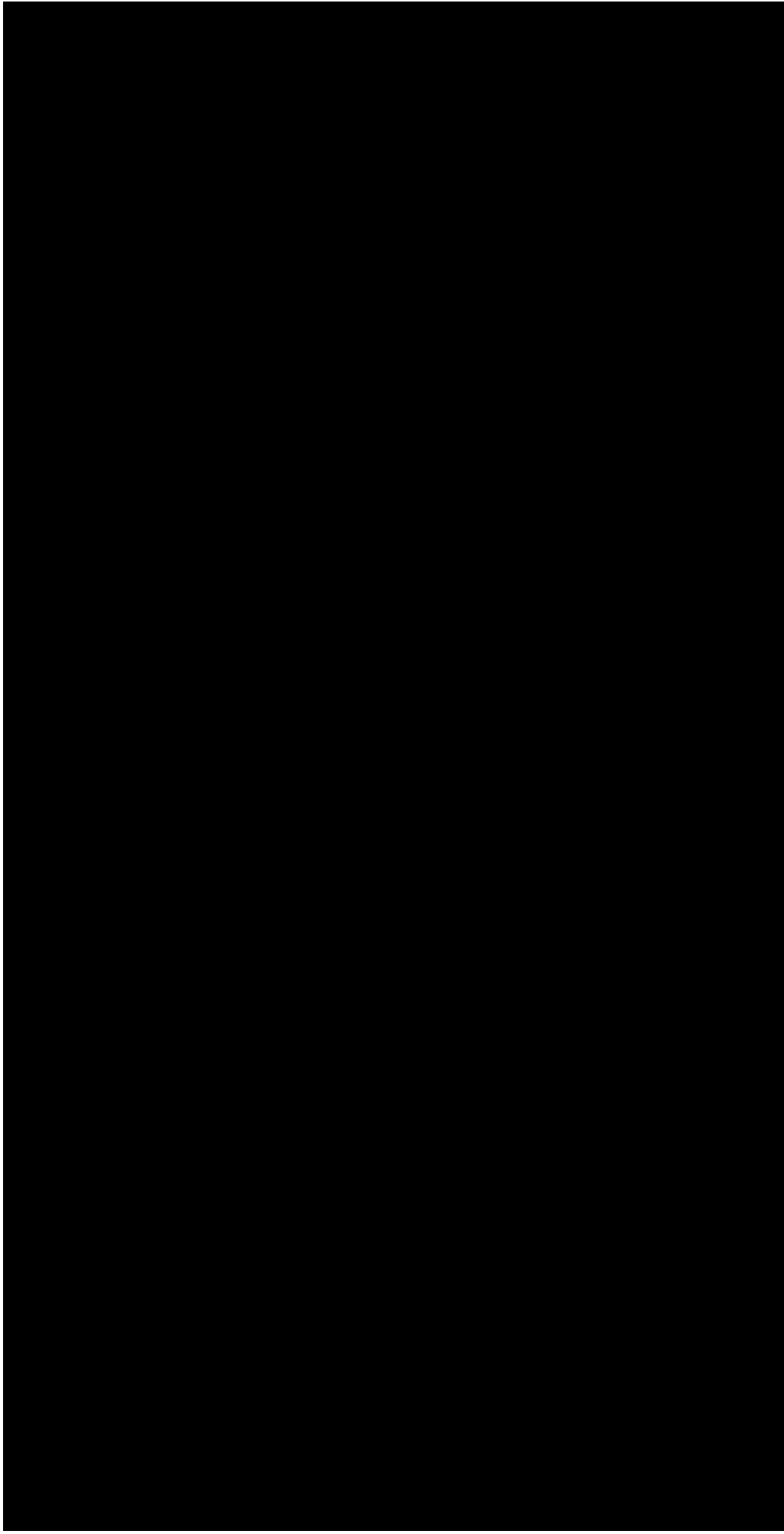
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**MILESTONE 2 – Systems Requirements Review**

**Description/Purpose:**

The Supplier must conduct a System Requirements Review (SRR) in accordance with the requirements in the SWTC (Delivery Services).

**Completion Requirements:**

[Redacted content]

*pld*

**MILESTONE 3 – Preliminary Design Review**

**Description/Purpose:**

The Supplier must conduct a Preliminary Design Review (PDR) in accordance with the requirements in the Specifications.

**Completion Requirements:**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

*Key*

**MILESTONE 4 – Critical Design Review**

**Description/Purpose:**

The Supplier must conduct a Critical Design Review (CDR) in accordance with the requirements in the Specifications.

**Completion Requirements:**

[Redacted text block containing multiple lines of blacked-out content under the 'Completion Requirements' section.]

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<b>MILESTONE 5 – Infrastructure and Oracle Purchase</b>
<b>Description/Purpose:</b> The Supplier must place purchase orders with the suppliers of TRARM Hardware and Software
<b>Completion Requirements:</b> [Redacted] [Redacted] [Redacted] [Redacted] [Redacted] [Redacted]

*PLK*

**MILESTONE 6 – Factory Acceptance Testing – Release 1**

**Description/Purpose:**

The Supplier must conduct Factory Acceptance Testing (FAT) of all the configuration items and components that will form Release 1 of the TRARM in accordance with the requirements in the Specifications.

The Supplier must conduct a Test Readiness Review (TRR) for each formal test to be performed.

**Completion Requirements:**

[Redacted text block containing multiple lines of blacked-out content]

*Max*

**MILESTONE 7 – Installation**

**Description/Purpose:**

The Supplier must install the TRARM on Site in accordance with the requirements in the Specifications.

The Supplier must conduct an Installation readiness review prior to the Installation.

**Completion Requirements:**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

*9/1/07*

**MILESTONE 8 – Design Documentation Review - Release 1**

**Description/Purpose:**

The Supplier must conduct a **DDR** to review all the design and support documentation to be delivered in accordance with the requirements in the Specifications for Release 1.  
The Supplier must conduct a Design Documentation Review (**DDR**) readiness review.

**Completion Requirements:**

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

9/02

**MILESTONE 9 – System Testing (Non Operational) – Release 1**

**Description/Purpose:**

The Supplier must conduct System Testing (Non Operational (**ST-NO**)) for Release 1 of the fully installed and integrated TRARM in accordance with the requirements in the Specifications.

The Supplier must conduct a **TRR** for Release 1 ST-NO prior to performance of any formal Release 1 ST-NO testing.

**Completion Requirements:**

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

*hex*



**MILESTONE 10 – Operational Readiness Trial – Release 1**

**Description/Purpose:**

The Supplier must support an Operational Readiness Trial (ORT) to be performed by the Principal for Release 1 of the TRARM.

The Supplier must support the Principal to conduct a readiness review for the ORT prior to performance of the ORT.

**Completion Requirements:**

[Redacted content]

*gck*

**MILESTONE 11 – Operational Acceptance Period – Release 1**

**Description/Purpose:**

The Supplier must support the Principal through a period commencing on Go-Live of the TRARM and ending when all of the completion criteria for this Milestone have been achieved (the **Operational Acceptance Period** or **OAP - Release 1**).

The Supplier is required to support the TRARM in accordance with the Specifications during the Release 1 OAP and provide the Principal with any technical information regarding the TRARM.

The Supplier must conduct a readiness review for the Release 1 OAP prior to performance of the Release 1 OAP and conduct a readiness review for the TRARM Release 1 Acceptance.

**Completion Requirements:**

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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**MILESTONE 12 – Practical Completion - Release 1**

**Description/Purpose:**

The Supplier must show that it has delivered and met all requirements in delivery of the TRARM Release 1.

**Completion Requirements:**

[Redacted content]

*glos*

**MILESTONE 13 – Factory Acceptance Testing – Release 1**

**Description/Purpose:**

The Supplier must conduct Factory Acceptance Testing (FAT) of all the configuration items and components that will form Release 2 of the TRARM in accordance with the requirements in the Specifications.

The Supplier must conduct a Test Readiness Review (TRR) for each formal test to be performed.

**Completion Requirements:**

[Redacted]

[Redacted]

[Redacted]

*plg*

**MILESTONE 14 – Design Documentation Review - Release 2**

**Description/Purpose:**

The Supplier must conduct a **DDR** to review all the design and support documentation to be delivered in accordance with the requirements in the Specifications for Release 2.  
The Supplier must conduct a Design Documentation Review (**DDR**) readiness review.

**Completion Requirements:**

[Redacted content]

*gls*

**MILESTONE 15 – Operational Acceptance Period – Release 2**

**Description/Purpose:**

The Supplier must support the Principal through a period commencing on Go-Live of the TRARM and ending when all of the completion criteria for this Milestone have been achieved (the **Operational Acceptance Period** or **OAP - Release 2**).

The Supplier is required to support the TRARM in accordance with the Specifications during the Release 2 OAP and provide the Principal with any technical information regarding the TRARM.

The Supplier must conduct a readiness review for the Release 2 OAP prior to performance of the Release 2 OAP and conduct a readiness review for the TRARM Release 2 Acceptance.

**Completion Requirements:**

[Redacted content]

*plc*

**MILESTONE 16 – Practical Completion - Release 2**

**Description/Purpose:**

The Supplier must show that it has delivered and met all requirements in delivery of the TRARM Release 2.

**Completion Requirements:**

[REDACTED]

*RCR*

#### 4. Entry Criteria and Exit Criteria

- (a) The following Entry Criteria and Exit Criteria apply to each of the Milestones.
- (b) A number Milestones are preceded by a readiness review to demonstrate that the Supplier is ready to enter the next phase or Milestone.
- (c) Before the Supplier can commence a major design review or key event associated with a Milestone, it must complete, to the satisfaction of the Principal, all the Entry Criteria for that review or key event as detailed in the following tables.
- (d) To achieve satisfactory completion of each major design review or key event associated with a Milestone, it must complete to the satisfaction of the Principal, all the Exit Criteria for that review or key event as detailed in the following tables.

##### 4.1 Systems Requirements Review

SYSTEMS REQUIREMENTS REVIEW - ENTRY CRITERIA			
No.	Criteria	Satisfied Yes/No	Comments
1	[REDACTED]		
2	[REDACTED]		
3	[REDACTED]		
4	[REDACTED]		
5	[REDACTED]		

SYSTEMS REQUIREMENTS REVIEW - EXIT CRITERIA			
No.	Criteria	Satisfied Yes/No	Comments
1	[REDACTED]		
2	[REDACTED]		

*Red*



SYSTEMS REQUIREMENTS REVIEW - EXIT CRITERIA			
No.	Criteria	Satisfied Yes/No	Comments
	[REDACTED]		
3	[REDACTED]		
4	[REDACTED]		

**4.2 Preliminary Design Review**

PRELIMINARY DESIGN REVIEW - ENTRY CRITERIA			
No.	Criteria	Satisfied Yes/No	Comments
1	[REDACTED]		
2	[REDACTED]		
3	[REDACTED]		
4	[REDACTED]		
5	[REDACTED]		
6	[REDACTED]		
7	[REDACTED]		

*plc*

PRELIMINARY DESIGN REVIEW - EXIT CRITERIA			
No.	Criteria	Satisfied Yes/No	Comments
1	[REDACTED]		
2	[REDACTED]		
3	[REDACTED]		
4	[REDACTED]		
5	[REDACTED]		

**4.3 Critical Design Review**

CRITICAL DESIGN REVIEW - ENTRY CRITERIA			
No.	Criteria	Satisfied Yes/No	Comments
1	[REDACTED]		
2	[REDACTED]		
3	[REDACTED]		
4	[REDACTED]		
5	[REDACTED]		

*fla*

**CRITICAL DESIGN REVIEW - ENTRY CRITERIA**

No.	Criteria	Satisfied Yes/No	Comments
	[REDACTED]		
6	[REDACTED]		
7	[REDACTED]		

**CRITICAL DESIGN REVIEW - EXIT CRITERIA**

No.	Criteria	Satisfied Yes/No	Comments
1	[REDACTED]		
2	[REDACTED]		
3	[REDACTED]		
4	[REDACTED]		
5	[REDACTED]		
6	[REDACTED]		

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#### 4.4 Factory Acceptance Testing

FACTORY ACCEPTANCE TESTING - ENTRY CRITERIA – Release 1, Release 2			
No.	Criteria	Satisfied Yes/No	Comments
1	[REDACTED]		
2	[REDACTED]		
3	[REDACTED]		
4	[REDACTED]		
5	[REDACTED]		
6	[REDACTED]		
7	[REDACTED]		
8	[REDACTED]		
9	[REDACTED]		
10	[REDACTED]		

*PLA*

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FACTORY ACCEPTANCE TESTING - EXIT CRITERIA – Release 1, Release 2			
No.	Criteria	Satisfied Yes/No	Comments
1			
2			
3			
4			
5			

#### 4.5 Design Documentation Review

DESIGN DOCUMENTATION REVIEW - ENTRY CRITERIA – Release 1, Release 2			
No.	Criteria	Satisfied Yes/No	Comments
1			
2			
3			
4			

*See*

5			
6			
7			

DESIGN DOCUMENTATION REVIEW - EXIT CRITERIA - Release 1, Release 2			
No.	Criteria	Satisfied Yes/No	Comments
1			
2			
3			
4			
5			

*YCC*

#### 4.6 Installation

INSTALLATION - ENTRY CRITERIA			
No.	Criteria	Satisfied Yes/No	Comments
1	[REDACTED]		
2	[REDACTED]		
3	[REDACTED]		
4	[REDACTED]		
5	[REDACTED]		
6	[REDACTED]		
7	[REDACTED]		
8	[REDACTED]		

*plk*

9	[REDACTED]		
10	[REDACTED]		
11	[REDACTED]		
12	[REDACTED]		
13	[REDACTED]		

INSTALLATION – EXIT CRITERIA			
No.	Criteria	Satisfied Yes/No	Comments
1	[REDACTED]		
2	[REDACTED]		
3	[REDACTED]		
4	[REDACTED]		
5	[REDACTED]		

*WJ*



**4.7 System Testing (Non Operational)**

SYSTEM TESTING (NON OPERATIONAL) - ENTRY CRITERIA – Release 1, Release 2			
No.	Criteria	Satisfied Yes/No	Comments
1	[REDACTED]		
2	[REDACTED]		
3	[REDACTED]		
4	[REDACTED]		
5	[REDACTED]		
6	[REDACTED]		
7	[REDACTED]		
8	[REDACTED]		
9	[REDACTED]		
10	[REDACTED]		

*yes*

SYSTEM TESTING (NON OPERATIONAL) - ENTRY CRITERIA – Release 1, Release 2			
No.	Criteria	Satisfied Yes/No	Comments
11	[REDACTED]		

SYSTEM TESTING (NON OPERATIONAL) - EXIT CRITERIA – Release 1, Release 2			
No.	Criteria	Satisfied Yes/No	Comments
1	[REDACTED]		
2	[REDACTED]		
3	[REDACTED]		
4	[REDACTED]		
5	[REDACTED]		

#### 4.8 Operational Readiness Trial

OPERATIONAL READINESS TRIAL - ENTRY CRITERIA – Release 1, Release 2			
No.	Criteria	Satisfied Yes/No	Comments
1	[REDACTED]		
2	[REDACTED]		

*Max*

OPERATIONAL READINESS TRIAL - ENTRY CRITERIA – Release 1, Release 2			
No.	Criteria	Satisfied Yes/No	Comments
	[REDACTED]		
3	[REDACTED]		
4	[REDACTED]		

OPERATIONAL READINESS TRIAL - EXIT CRITERIA – Release 1, Release 2			
No.	Criteria	Satisfied Yes/No	Comments
1	[REDACTED]		
2	[REDACTED]		
3	[REDACTED]		

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4.9 Operational Acceptance Period

OPERATIONAL ACCEPTANCE PERIOD - ENTRY CRITERIA – Release 1, Release 2			
No.	Criteria	Satisfied Yes/No	Comments
1	[REDACTED]		
2	[REDACTED]		
3	[REDACTED]		
4	[REDACTED]		
5	[REDACTED]		

OPERATIONAL ACCEPTANCE PERIOD - EXIT CRITERIA – Release 1, Release 2			
No.	Criteria	Satisfied Yes/No	Comments
1	[REDACTED]		
2	[REDACTED]		

*MSK*

OPERATIONAL ACCEPTANCE PERIOD - EXIT CRITERIA – Release 1, Release 2			
3	[REDACTED]		
4	[REDACTED]		

**4.10 Practical Completion**

PRACTICAL COMPLETION - ENTRY CRITERIA – Release 1, Release 2			
No.	Criteria	Satisfied Yes/No	Comments
1	[REDACTED]		
2	[REDACTED]		

PRACTICAL COMPLETION - EXIT CRITERIA – Release 1, Release 2			
No.	Criteria	Satisfied Yes/No	Comments
1	[REDACTED]		
2	[REDACTED]		
3	[REDACTED]		

*next*

# Schedule 2 – Prices, Fees and Rates

(clause 26)

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## 1. Overview of Schedule

- (a) This Schedule sets out the pricing and financial provisions under the agreement in the following sub-Schedules:
  - (i) Schedule 2A – Delivery Services;
  - (ii) Schedule 2B – Operations and Maintenance Services;
  - (iii) Schedule 2C - Asset and Service Catalogue; and
  - (iv) Schedule 2D – Rate Card.
- (b) Schedule 2C is only used for the purposes of calculating a variation to the Contract Price in response to a Change Proposal (and documenting certain aspects of the Changes described in that Schedule), or for calculating an early termination fee in accordance with clause 42.3. The Supplier will prepare documentation relating to a Change requested by the Principal and to which Schedule 2C relates in accordance with the relevant provisions of Schedule 2C.

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## 2. Pricing of Changes

### 2.1 Method

Adjustments to the fees as part of Changes are to be calculated as follows:

- (a) for Deliverables or Services which are being removed and for which there is a separately identified fee, by removing that fee;
- (b) for Deliverables and Services identified in the Asset and Service Catalogue, in accordance with section 2.2 at the Principal's option; and
- (c) for all other Deliverables or Services (or where the Principal elects not to utilise pricing specified in the Asset and Service Catalogue):
  - (i) charged on a fixed fee basis (either one off, recurring or volume based) - in accordance with section 2.3; or
  - (ii) charged on resource effort (e.g. Daily Rates) - the actual resource effort consumed,

at the discretion of the Principal.

### 2.2 Asset and Service Catalogue items

To the extent that requirements identified in a Change Proposal vary from the Specifications, the Supplier will at its option either increase or decrease the fees (as applicable) in accordance with the categories and pricing in the Asset and Service Catalogue.

## 2.3 Transparent fixed fee Change

- (a) To the extent that requirements identified in a Change Proposal vary from the Specifications, the Supplier will either increase or decrease the fees by an amount (**Change Amount**), calculated in accordance with this section 2.3.
- (b) The overriding consideration for calculation of the Change Amount will be that the Change Amount is reasonable and is calculated in a manner that is transparent.
- (c) The Supplier must:
  - (i) provide all information referred to in this section 2.3 on an open book basis;
  - (ii) if required by the Principal, make available the appropriate personnel to explain the basis on which a particular calculation has been made;
  - (iii) allow the Principal full review and audit rights to enable it to verify compliance with this section 2.2; and
  - (iv) otherwise justify the Change Amount to the reasonable satisfaction of the Principal.
- (d) For the purposes of section 2(c), "open book basis" will include the Supplier providing a full breakdown of the calculation of all relevant preliminaries, labour, equipment, materials, subcontract, finance and other costs in a clear and transparent manner, including all working papers, calculations, source documents records and other relevant documents and information.
- (e) Except as specifically provided for in this section.3, the Change Amount must not include any amount on account of margin, profit or overheads such as administrative, corporate and other such costs (or loss of those amounts).
- (f) The Supplier will not be entitled to include in a Change Amount any Costs to the extent that they could have been avoided or mitigated if the Supplier had used its best endeavours to mitigate those costs but will include the reasonable costs incurred in mitigating those costs.
- (g) The Change Amount must be reasonable and in proportion to the extent that the requirements have varied from the Specifications.
- (h) The Change Amount must not include any amounts for work that the Supplier has performed or must perform for its own purposes or for its other customers.
- (i) Subject to the specific requirements otherwise set out in this section 2.2, the Change Amount will be calculated as follows:

$$CA = FI - FS$$

where:

CA = the Change Amount;

FI = Fee Increase; and

FS = Fee Saving.

(j) In this section 2.2:

**Agreed Margin** means [REDACTED]

**Fee Increase** means the sum of:

- (i) to the extent the Change requires an increase in the labour of Personnel, the amount calculated as the increase in labour required multiplied by the Daily Rates (and where the relevant Personnel are of a type not covered in the Daily Rates, current market-based pricing for the Personnel); and
- (ii) to the extent the Change requires the Supplier to supply or acquire new materials, plant, equipment, hardware, software or other assets, the Direct Cost of those items (excluding any labour of Personnel), plus the Agreed Margin; and

**Fee Saving** means the sum of:

- (i) to the extent the Change requires a reduction in the labour of Personnel, the amount calculated as the reduction in labour required multiplied by the Daily Rates (and where the relevant Personnel are of a type not covered in the Daily Rates, current market-based pricing for the Personnel); and
- (ii) to the extent the Change requires the Supplier to reduce or remove materials, plant, equipment, hardware, software or other assets, the Direct Cost of those items (excluding any labour of Personnel), plus the Agreed Margin.

## 2.4 Provision of supporting information

The Supplier will provide the Principal with any information reasonably requested by the Principal about its pricing in a Change Proposal and the calculation of the Change Amount.

## 2.5 Benchmarking

Where the Change is for a value greater than [REDACTED] or is for a new service, the Principal may seek details of benchmark pricing information for products or services similar to those being proposed by the Supplier and, where the pricing obtained by the Principal is less than that proposed by the Supplier, the Principal may notify the Supplier and the Supplier will provide a written response explaining the difference in pricing.

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## 3. Payment of Varied Fees

The Supplier will include in a Change Proposal the due date for changed fees determined as follows:

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- (a) where the changed Fee is a change to an existing fee, at the same time as the existing Fee; or
- (b) otherwise, upon Acceptance of all Deliverables and Services to which the changed fee relates.

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#### 4. Direct Costs

- (a) In this section 4:

**Direct Costs** means the reasonable costs actually incurred or to be incurred by the Supplier directly and exclusively in carrying out its obligations under this Agreement.

- (b) In determining the Direct Cost of anything procured or to be procured by the Supplier :

- (i) the procurement resulting in the Direct Cost must have been undertaken in a manner that achieves the best available value for money outcome for the Principal;

- (ii) any transaction resulting in the Direct Costs with a Related Entity of the Consortium Group must meet one of the following tests:

- A. the transaction is market tested and undertaken on a commercial arms-length basis with full disclosure to and prior agreement of the Principal; or

- B. the transaction occurs under an agreement established prior to the date of this Agreement and the Principal has agreed that charges arising from the transaction will constitute Direct Costs, and

- (iii) the costs must be incurred in the ordinary course of business such as equipment orders placed prior to termination which cannot be cancelled.

- (c) The following items, costs or expenses are not Direct Costs:

- (i) any administrative or support function which is not:

- A. directly involved in carrying out the Supplier's obligations under this Agreement; and

- B. pre-approved by the Principal; and

- (ii) any amounts by which costs and expenses are rebated, refunded or discounted.

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#### 5. Early termination fees

##### 5.1 Payment to the Supplier

- (a) This section 5 applies if and to the extent that the Principal terminates this Agreement under clause 41.2(a).

- (b) The Principal will pay the Supplier, where the termination date is:
  - (i) prior to the Date of Practical Completion for Release 2, delivery costs calculated in accordance with section 5.2 (**Delivery Costs**); or
  - (ii) on or after the Date of Practical Completion for Release 2, demobilisation costs calculated in accordance with section 5.3 (**Demobilisation Costs**) for Supplier Personnel currently working on the Services.
- (c) Within 10 Business Days after a request by the Principal, the Supplier will notify the Principal what the amount under section 5.1(b) would be at the expiry of the 10 Business Day period. On request, the Supplier will include with the notice evidence justifying the calculation of this amount. If the Supplier fails to provide the information to the Principal within 10 Business Days, the Supplier is deemed to notify an amount of [REDACTED] at the end of 10 Business Days.
- (d) If the Principal terminates this Agreement under clause 41.2(a) within 10 Business Days after the Supplier notifies an amount under section 5.1(c), the Principal's liability under clause 41.2(a) is limited to a maximum of that amount.

## 5.2 Calculation of Delivery Costs

- (a) Where the termination date is prior to the Date of Practical Completion for Release 2, within 5 Business Days after receiving a notice of termination from the Principal, the Supplier will provide to the Principal a detailed analysis (**Cost Analysis**) which sets out:
  - (i) the Direct Cost on an open book basis of Deliverables and Services properly supplied or performed by the Supplier under this Agreement as part of the Delivery Services up until the date of termination plus [REDACTED] (but where the price specified in this Agreement for a Deliverable or Service is less than the Direct Cost, the price must be used instead);
  - (ii) payments made by the Principal; and
  - (iii) any costs savings resulting from termination.
- (b) The Principal may audit the Cost Analysis in accordance with clause 24, and the Costs Analysis will be adjusted to take into account the findings of the audit.
- (c) The Delivery Costs are:
  - (i) the costs under section 5.2(a)(i);
  - (ii) less any amounts under sections 5.2(a)(ii) and 5.2(a)(iii);
  - (iii) subject to any adjustments under section 5.2(b),up to a maximum of the fees for the Delivery Services set out in the Schedule 2A, less any payments made by the Principal.

- (d) The Contractor must transfer to the Principal title to and rights in any equipment, software or other asset (together with any related licences, contracts or warranties) included in the calculation of Delivery Costs.
- (e) Where any component of the Delivery Costs relates to an amount payable by the Supplier under a contract with another person, the amount must satisfy the following criteria to be included:
  - (i) the amount is specified in the relevant contract, the relevant provisions of the contract have been provided to the Principal prior to the date that the Principal gives notice of termination and the Principal can either determine the exact amount or the basis to calculate the amount that would be payable by reviewing those provisions without requiring further information;
  - (ii) incurred under arrangements or agreements entered into on arms length commercial terms prior to the termination date; and
  - (iii) in relation to costs incurred in the ordinary course of business, such as demobilisation costs or equipment orders (excluding in the O&M Phase an order for equipment which is not reasonably likely to be used in the System within 12 months following the order unless notified to the Principal and approved by the Principal acting reasonably) placed prior to termination which cannot be cancelled.

### 5.3 Calculation of Demobilisation Costs

- (a) Subject to section 5.3(b), where the Principal is required under this Agreement to pay Demobilisation Costs, those costs will be the reasonable costs for the period (**Demobilisation Period**) taken to demobilise the Supplier's Personnel currently working on the Services to the extent those Personnel cannot be otherwise allocated, up to a maximum of the Daily Rates:
  - (i) for [REDACTED] of those Personnel for 10 Business Days;
  - (ii) for [REDACTED] of those Personnel for a further 10 Business Days;
  - (iii) for [REDACTED] of those Personnel for a further 5 Business Days; and
  - (iv) for [REDACTED] of those Personnel for a further 5 Business Days.
- (b) The Principal is not required to pay Demobilisation Costs for any part of the Demobilisation Period which overlaps with the period of notice given in the Principal's notice under clause 41.2(a).
- (c) Where the Principal is required to pay Demobilisation Costs for the Supplier's Personnel, the Supplier will:
  - (i) use reasonable efforts to demobilise the Personnel as quickly as practicable; and
  - (ii) comply with the Principal's reasonable directions in relation to work that is to be performed by the Personnel.

gla

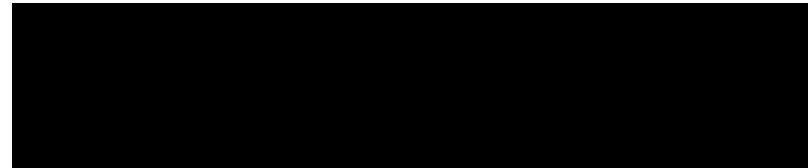
#### 5.4 Engagement of third party by Principal

(a) Where the Principal terminates this Agreement in part under clause 41.2(a) for the purpose of engaging a third party to provide all or part of the Services in substitution for the Supplier, RMS will pay the Supplier additional compensation as follows:

(i)



(ii)



(b) On request from the Principal, the Supplier will provide evidence reasonably satisfactory to the Principal justifying the calculation of any amounts claimed under section 5.4(a).

#### 5.5 Partial Termination

Where the Principal terminates this Agreement in part under clause 41.2(a), the provisions of this section 5 will apply as though references to this Agreement or the Services were references to the relevant aspects of this Agreement or the Services so terminated.

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### 6. Foreign Exchange



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### 7. Transition-Out Services Fees

- (a) This section 7 sets out the fees for Transition-Out Services under clause 44.2(a). For clarity, the fees in this section 7 do not apply where Transition-Out Services are required to be provided under another provision of this Agreement.
- (b) The Supplier may charge the Daily Rates for Transition-Out Services (and where the relevant Personnel are of a type not covered in the Daily Rates, the Supplier will use current market-based pricing for the Personnel).
- (c) the Principal will be responsible for any costs of media or equipment required for the performance of the Transition-Out Services.
- (d) For any equipment, hardware, software or other asset which the Supplier is charging the Principal a periodic charge based on the amortised cost of the asset, and such asset is transferred to the Principal, the Principal will pay the Supplier the net book value of the asset.

*PLA*

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## 8. Commissions

The Supplier will make sure that none of:

- (a) the Supplier;
- (b) a related body corporate of the Supplier; or
- (c) the Personnel of the Supplier or a related body corporate of the Supplier,

receives any money, payment or thing of value (including any disclosed or undisclosed commission, rebate, allowance or other benefit) relating in any way to the performance of this Agreement unless approved in writing by the Principal, other than payment of salaries, wages and entitlements in the ordinary course of business by an employer to its employees.

## Schedule 2A - Delivery Services

### 1. Contract Price

The Supplier may invoice the Contract Price (being a lump sum of \$ 7,486,270) for the Delivery Services and Deliverables in the following instalments, upon the Principal (acting reasonably) certifying that the following Milestones have been achieved:

Milestone	Event	Fees
1	Contract Execution	██████████
2	System Requirements Review	██████████
3	Preliminary Design Review	██████████
4	Critical Design Review	██████████
5	Infrastructure and Oracle Purchase	██████████
6	Factory Acceptance Testing – Release 1	██████████
7	Installation	██████████
8	Design Documentation Review – Release 1	██████████
9	System Testing (Non Operational) – Release 1	██████████
10	Operational Readiness Trial – Release 1	██████████
11	Operational Acceptance Period – Release 1	██████████
12	Practical Completion – Release 1	██████████
13	Factory Acceptance Testing – Release 2	██████████
14	Design Documentation Review – Release 2	██████████
15	Operational Acceptance Period – Release 2	██████████
16	Practical Completion – Release 2	██████████

*9/02*

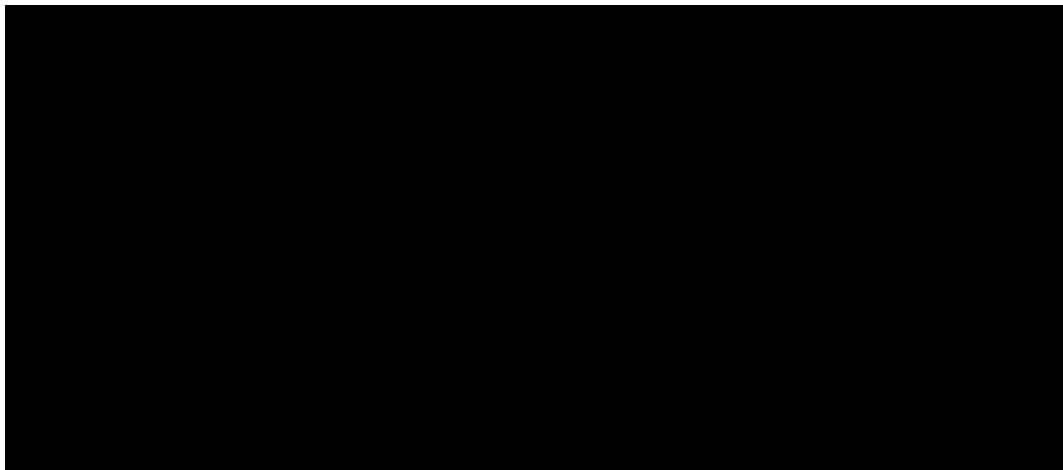
# Schedule 2B – Operations and Maintenance Services

## 1. Operations and Maintenance Fees

### 1.1 Calculation

The Supplier may invoice the Principal the applicable monthly fee below (**Operations and Maintenance Fee**) in respect of each month of the Operations and Maintenance Phase following Practical Completion for Release 1 on a monthly basis in arrears. Any fee payable for the performance of the Operations and Maintenance Services before Practical Completion for Release 1 is included in the fixed fee specified in Schedule 2A.

Year	Monthly Fee
1	██████████
2	██████████
3	██████████
4	██████████
5	██████████



(c) The Supplier must use reasonable efforts to mitigate any increase in the Operations and Maintenance Fees under this section 1.1 and must upon request by the Principal provide reasonable substantiation of the relevant increase and the Supplier's compliance with this section 1.1 before implementing the variation.

### 1.2 Indexation

The Operations and Maintenance Fees in the table above in clause 1.1 are already escalated by the agreed ██████ per annum. Future extensions to the Operations and Maintenance period will be subject to the same escalation.

*Max*



**1.3 Pro-rata adjustment for first and final payments**

If the Operations and Maintenance Phase does not commence on the first day of a calendar month, the Operations and Maintenance Fee for the first month is to be calculated on a pro-rata basis. If the expiry of the Operations and Maintenance Phase does not fall on the last day of a calendar month, the Operations and Maintenance Fee for the last month in that period is to be calculated on a pro-rata basis.

**1.4 Third Party Support Costs**

- (a) Where the Operations and Maintenance Phase is extended under clause 1.2(a), the Supplier may increase the Operations and Maintenance Fees to apply in respect of the extension period by an amount not exceeding the aggregate increase in support fees payable by the Supplier to third parties on account of the third party software listed in the table below, plus a margin of no more than [REDACTED]. The annual amounts payable by the Supplier to a third party in relation to that software as at the date of this agreement are set out in the table below.

Third Party Supplier	Product/Service	Annual Cost (incl GST)
Dell		[REDACTED]
Cisco		[REDACTED]
Fortigate		[REDACTED]
Oracle		[REDACTED]
	Linux	[REDACTED]
Op Manager		[REDACTED]
Karpersky		[REDACTED]
SAP Australia	SAP Objects	[REDACTED]
	Cristal Report	[REDACTED]
IBM		[REDACTED]

- (b) The Supplier must notify the Principal of any variation to the Operations and Maintenance Fees it proposes to make under section 1.4(a) above no later than 30 days after the Principal exercises the option to extend the Operations and Maintenance Phase under clause 1.2(a). If the Supplier does not notify the Principal of that increase within that time period it may not subsequently increase the fees without the Principal's written agreement.
- (c) The Supplier must use reasonable efforts to mitigate any increase in the Operations and Maintenance Fees under this section 1.4 and must upon request by the Principal provide reasonable substantiation of the relevant increase and the Supplier's compliance with this section 1.4 before implementing the variation.

*MA*



## Schedule 2C - Asset and Service Catalogue

### 1. Items

#### 1.1 Stage Implementation Services

Implementation Services for a Stage	Pricing (ex GST) payable on the terms of section 2 below
Stage Implementation Services for WestConnex Stage 1b on the terms set out in section 2 below	[REDACTED]
Stage Implementation Services for WestConnex Stage 2 on the terms set out in section 2 below	[REDACTED]
Stage Implementation Services for WestConnex Stage 3 on the terms set out in section 2 below	[REDACTED]

The fixed prices above will indexed in accordance with the indexation formula in Schedule 2B clause 1.2. For the avoidance of doubt the Prices in the above table are not included in the Contract Price in Schedule 2A.

#### 1.2 BIS System

Licensing, Implementation, and Support of Billing and Invoicing System	Pricing (ex GST) payable on the terms of section 3 below
BIS Licensing, Implementation and Support Services on the terms set out in section 3 below	[REDACTED]

*rest*

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## 2. Implementation for Subsequent Stages - Terms

---

### 2.1 Principal may require Stage Implementation Services

The **Stage Implementation Services** for a Relevant Future Road (and which comprise a **Stage**) are such services as are required to design and implement changes to the System, and associated testing, for that Relevant Future Road, based on the methodology governing the initial implementation outlined in the SWTC (Delivery Services). The Stage Implementation Services for each Stage include the following:

- (a) Project Management for the Relevant Future Road concerned in accordance with clause 3.5.1 of the SWTC (Delivery Services);
- (b) Systems Engineering Management for the Relevant Future Road concerned in accordance with clause 4 of the SWTC (Delivery Services);
- (c) Configuration changes within the System required to ensure proper calculation of tolls in respect of the Relevant Future Road concerned, as notified by the Principal to the Supplier in the relevant Change Proposal;
- (d) integration of the System with the roadside tolling systems utilised in connection with the Relevant Future Road concerned;
- (e) additional hardware as required to handle increased volumes arising from the use of the Relevant Future Road concerned;
- (f) Test and Acceptance of the System (as modified, supplemented or enhanced through the relevant services) in accordance with clause 4.10 of the SWTC (Delivery Services) which will include an Operational Acceptance Test Period for the System (which will be determined on the same basis as that described in the definition of Milestone 11 of the Delivery Plan, but as though references in that definition to Go-Live of Release 1 were references to the System as modified, supplemented or enhanced through the services described in this section 2.1); and
- (g) Changes to all Operations and Maintenance Manuals and Design Documentation that are in any way affected by the performance of the above services; and
- (h) performing the above services in accordance with clauses 3 to 11 (other than clauses 10.10 and 10.11) and Schedule 1 of this Agreement, as though:
  - (i) references in this Agreement to the "Delivery Services" were references to the Stage Implementation Services;
  - (ii) references in this Agreement or the SWTC (Delivery Services) to the "System" or the "TRARM" were references to the System as modified, supplemented or enhanced through those services;
  - (iii) references in this Agreement or the SWTC (Delivery Services) to any specifications in or requirements of the SWTC (Delivery Services) were references to those specifications or requirements as modified or supplemented by the relevant requirements referred to in this section 2.1 or the applicable Stage Documentation; and
  - (iv) references in this Agreement to the "Delivery Plan" were references to the applicable Stage Documentation,

all on the terms of Stage Documentation submitted in accordance with section 2.2 below and accepted by the Principal under section 2.3 below. Where the Principal requires Stage Implementation Services, to avoid doubt the Supplier will continue to perform Operations and Maintenance Services in respect of the System (as modified, supplemented or enhanced through the services described in this section 2.1) on the terms of this Agreement (subject to any modifications to those services referred to in section 3.2(g) below and which are approved by the Principal under section 2.3 below).

---

## 2.2 Submission of Proposal

Within 30 days after being requested to do so, the Supplier must prepare and submit for approval by the Principal the following plans (**Stage Documentation**) for a Relevant Future Road, and in respect of the services described in section 2.1 above:

- (a) Project Management Plan to satisfy the requirements of Document Deliverables Description DDD-PM-01 in the CDRL;
- (b) Master Project Schedule (MPS) to satisfy the requirements of Document Deliverables Description DDD-PM-02 in the CDRL; and
- (c) Systems Engineering Management Plan (SEMP) to satisfy the requirements of Document Deliverables Description DDD-D-01 in the CDRL,

each as though references in the CDRL to the "System" or the "TRARM" were references to the System as modified, supplemented or enhanced by the services described in section 2.1.

---

## 2.3 Acceptance of Stage Documentation

The Supplier will make any changes to the Stage Documentation reasonably required by the Principal following the Principal's review of the Stage Documentation. The Stage Documentation will otherwise be subject to testing in accordance with clause 10 and the SWTC (Delivery Services).

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## 2.4 Payment and Indexation

The Implementation Fees for each Stage listed in the table in section 1.1 above will be subject to escalation by ■■■ per annum starting from the 1 January 2016.

The payment for each Stage will be:

- (a) ■■■ on approval by the Principal to commence the Stage;
- (b) ■■■ on the Principal's Acceptance of the Stage Documentation for the Stage.
- (c) ■■■ on the Principal's Acceptance of the design for the Stage; and
- (d) ■■■ on Principal's satisfaction of the exit criteria for the Operational Test Period to be conducted in respect of the Stage.

---

**2.5 Liability**

[Redacted]

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**3. Licensing, Implementation and Support of Billing and Invoicing System**

**3.1 Principal may require BIS Licensing, Implementation and Support Services**

The **BIS Licensing, Implementation and Support Services** are comprised of:

- (a) the BIS Implementation Services;
- (b) the licensing of the BIS on the basis described in section 3.3 below; and
- (c) the provision of Operations and Maintenance Services in respect of the System (as modified, enhanced or supplemented by the BIS and the BIS Implementation Services) on the terms of this Agreement (subject to any modifications to those services referred to in section 3.2(g) below and which are approved by the Principal under section 3.5 below).

---

**3.2 BIS Implementation Services**

[Redacted]

*PLC*

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

---

**3.3 Licensing of BIS**

[Redacted]

---

**3.4 Submission of Proposal**

[Redacted]

*flat*



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**3.5 Acceptance of BIS Documentation**



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**3.6 Payment and Indexation**



*9/6/24*



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**3.7 Liability**



*Handwritten initials*

# Schedule 2D - Rate Card

## 1. Daily Rates

For the purposes of calculating payment for work performed by the Supplier under this Agreement on a Time and Materials Rates basis, the rate is:

Position	Daily Rate
Project Manager	██████████
Project Engineer	██████████
Software Manager	██████████
Software Engineer	██████████
Technician (Mechanical)	██████████
Technician (Electrical)	██████████
Technician (IT/Electronics)	██████████
Trainer	██████████
Administration Support	██████████
Helpdesk Support	██████████

## 2. Application of Daily Rates

The Daily Rates apply as follows:

- (a) for Supplier Personnel assigned to work full-time and exclusively in performing the Services, fees based on Daily Rates are to be calculated by applying the Daily Rate to each day of Services performed regardless of the number of hours in the day actually worked. The parties may agree that it is necessary for Supplier Personnel to work overtime for specific Services, in which case the Fees for Services performed by those Personnel will be calculated on the same basis as section 2(b); and
- (b) for Supplier Personnel that the Principal has approved to work part-time in performing the Services, fees based on Daily Rates are to be calculated on a pro-rata basis from the Daily Rate based on an 8 hour day. For example, if 3 hours of work are performed in a day the fee is  $\frac{3}{8}$ <sup>ths</sup> of the Daily Rate; if 10 hours of work are performed in a day, 10/8ths of the Daily Rate applies.

## 3. Indexation

The Daily Rates may be indexed effective on 1 January 2016 and each year following, by multiplying the relevant rate by ██████████

*Max*



## Schedule 3 – Supplier Key Personnel

(clause 17.2)

Name	Position / Role	Full time / Part time
[REDACTED]	Project Director (Primary)	Full Time
[REDACTED]	Project Representative (Primary)	Part Time
[REDACTED]	Design Manager (Primary) Test Manager (Primary)	Full Time
[REDACTED]	Quality Manager (Primary)	Full Time
[REDACTED]	Technical Lead (Roadside) (Primary)	Full Time
[REDACTED]	Technical Lead (Back Office) (Primary)	Full Time

*see*

# Schedule 4 – Supplier Statement

(clause 27.2(g) and 27.6(b))

## Contractor's Statement and Supporting Statement

<h3 style="margin: 0;">Contractor Statement</h3> <p style="margin: 0;">Payment of Workers, Worker's Compensation Premiums &amp; Payroll Tax</p>	 <b>Transport</b> Roads & Maritime Services																
<p style="font-size: small; margin: 0;">This Statement must be provided whenever payment is sought for any work carried out for Roads and Maritime Services (RMS) by a Contractor (see Notes 1 &amp; 5 overleaf).  <b>RMS is entitled to withhold payment until this Statement is provided (see Note 2).</b></p>																	
<div style="text-align: right; font-size: x-small; margin-bottom: 5px;">           Workers Compensation Insurance Certificate of Currency for the work period in question. Unless the contractor is exempt <span style="border: 1px solid black; padding: 2px;">Attach</span> </div>																	
<p><b>Details</b></p> <p>Contractor's Legal Name <input style="width: 90%;" type="text"/></p> <p>Contractor's Trading / Business Name <input style="width: 90%;" type="text"/></p> <p>Contractor's ABN <input style="width: 20px;" type="text"/><input style="width: 20px;" type="text"/><input style="width: 20px;" type="text"/><input style="width: 20px;" type="text"/><input style="width: 20px;" type="text"/><input style="width: 20px;" type="text"/><input style="width: 20px;" type="text"/><input style="width: 20px;" type="text"/><input style="width: 20px;" type="text"/><input style="width: 20px;" type="text"/><input style="width: 20px;" type="text"/><input style="width: 20px;" type="text"/><input style="width: 20px;" type="text"/><input style="width: 20px;" type="text"/><input style="width: 20px;" type="text"/><input style="width: 20px;" type="text"/> Contractor's ACN <input style="width: 20px;" type="text"/><input style="width: 20px;" type="text"/><input style="width: 20px;" type="text"/><input style="width: 20px;" type="text"/><input style="width: 20px;" type="text"/><input style="width: 20px;" type="text"/><input style="width: 20px;" type="text"/><input style="width: 20px;" type="text"/><input style="width: 20px;" type="text"/><input style="width: 20px;" type="text"/></p> <p>Contractor's Address <input style="width: 90%;" type="text"/></p> <p>Name or description of Contract or Works <input style="width: 90%;" type="text"/></p> <p>Period of Work this Statement applies to (see Note 3) From <input style="width: 150px;" type="text"/> To <input style="width: 150px;" type="text"/></p> <p>Invoice or Payment Claim Numbers this applies to <input style="width: 90%;" type="text"/></p> <p>Invoice or Payment Claim Dates this Statement applies to <input style="width: 90%;" type="text"/></p>																	
<p><b>Statement Validity Period</b></p> <p style="font-size: x-small;">This Statement applies to all work performed by the Contractor for RMS in respect of the above Contract/ Works for the period stated above (see Notes 3 &amp; 4).</p>																	
<p><b>Declaration</b> <span style="float: right; font-size: x-small;">Tick one in each row</span></p> <p style="font-size: x-small;">I declare that the following is true to the best of my knowledge and belief in respect of the Period of Work above:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">• All workers engaged by the Contractor in respect of the works have been paid (see Note 6).</td> <td style="width: 50px;"></td> </tr> <tr> <td style="padding: 2px;">• All workers compensation insurance premiums have been paid and attached is a true copy of a Certificate of Currency for workers compensation insurance valid for the period covered by this Statement, or</td> <td style="text-align: center; vertical-align: middle;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">• the Contractor is an exempt employer for workers compensation purposes (see Note 7).</td> <td style="text-align: center; vertical-align: middle;">or <input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">• The Contractor is registered as an employer under the Payroll Tax Act 2007 and has paid all payroll tax due in respect of employees; or</td> <td style="text-align: center; vertical-align: middle;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">• the Contractor is not required to be registered;</td> <td style="text-align: center; vertical-align: middle;">or <input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">• The Contractor has not engaged any subcontractors for the works, or</td> <td style="text-align: center; vertical-align: middle;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">• The Contractor has engaged subcontractors and has obtained a similar statement to this Statement from each of those subcontractors (and believes it to be true)</td> <td style="text-align: center; vertical-align: middle;">or <input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">• I am authorised to make this declaration and I am in a position to know the truth of its contents</td> <td></td> </tr> </table>		• All workers engaged by the Contractor in respect of the works have been paid (see Note 6).		• All workers compensation insurance premiums have been paid and attached is a true copy of a Certificate of Currency for workers compensation insurance valid for the period covered by this Statement, or	<input type="checkbox"/>	• the Contractor is an exempt employer for workers compensation purposes (see Note 7).	or <input type="checkbox"/>	• The Contractor is registered as an employer under the Payroll Tax Act 2007 and has paid all payroll tax due in respect of employees; or	<input type="checkbox"/>	• the Contractor is not required to be registered;	or <input type="checkbox"/>	• The Contractor has not engaged any subcontractors for the works, or	<input type="checkbox"/>	• The Contractor has engaged subcontractors and has obtained a similar statement to this Statement from each of those subcontractors (and believes it to be true)	or <input type="checkbox"/>	• I am authorised to make this declaration and I am in a position to know the truth of its contents	
• All workers engaged by the Contractor in respect of the works have been paid (see Note 6).																	
• All workers compensation insurance premiums have been paid and attached is a true copy of a Certificate of Currency for workers compensation insurance valid for the period covered by this Statement, or	<input type="checkbox"/>																
• the Contractor is an exempt employer for workers compensation purposes (see Note 7).	or <input type="checkbox"/>																
• The Contractor is registered as an employer under the Payroll Tax Act 2007 and has paid all payroll tax due in respect of employees; or	<input type="checkbox"/>																
• the Contractor is not required to be registered;	or <input type="checkbox"/>																
• The Contractor has not engaged any subcontractors for the works, or	<input type="checkbox"/>																
• The Contractor has engaged subcontractors and has obtained a similar statement to this Statement from each of those subcontractors (and believes it to be true)	or <input type="checkbox"/>																
• I am authorised to make this declaration and I am in a position to know the truth of its contents																	
Signature of Authorised Person <input style="width: 100%;" type="text"/>	Name of Signatory (print) <input style="width: 100%;" type="text"/>																
Date <input style="width: 100%;" type="text"/>	Position / Job Title of Signatory (print - see Note 4) <input style="width: 100%;" type="text"/>																
<p style="font-size: x-small;">(see Notes on page 2)</p> <p style="font-size: x-small;">Catalogue No.45062893, Form No. 921 (11/2011) Page 1 of 2</p>																	

MAY

## Notes for Contractor's Statement

1. A Contractor is any person or company who carries out work under a contract of any kind for any business of RMS. References to "Subcontractor" and "Principal Contractor" in the legislation mentioned below have been changed in this Statement to "Contractor" and "RMS" respectively to avoid confusion.

2. This form is prepared for the purposes of section 127 of the *Industrial Relations Act 1996* ("IRA"), section 175B of the *Workers Compensation Act 1987* ("WCA") and Schedule 2 Part 5 of the *Payroll Tax Act 2007* ("PTA"). These provisions allow RMS to withhold payment from a Contractor without any penalty unless and until the Contractor provides to RMS a Statement declaring that:

- a. All workers compensation insurance premiums payable up to and including the date(s) on the Statement have been paid, and all premiums owing during the term of the contract will be paid; and
- b. all remuneration payable to relevant employees for work under the contract has been paid; and
- c. all payroll tax payable relating to the work undertaken has been paid.

3. Section 127 of the IRA says that the Statement must state the period to which it relates. For sequential statements ensure that the dates provide continuous coverage.

4. The person signing this declaration must be a person who is authorised by the Contractor either to sign this Statement (or to sign statements of this kind) and must be a person who is in a position to know the truth of the statements. The Contractor's principal accounting/financial officer may be appropriate. An individual project manager will normally not be appropriate. If the Contractor is a company then the person signing should be a director unless the company has delegated the power to sign such statements to another person (eg the principal accounting officer).

5. A Statement is not required where RMS is making payment to a receiver, liquidator or trustee in bankruptcy (see section 127(10) of the IRA, section 175B(12) of the WCA and Sch 2 Part 5 (20) of the PTA).

6. Section 127(6) of the IRA says that references to payments to workers means all types of remuneration to which they are entitled.

7. As of 30 June 2011, an employer is exempt from taking out workers compensation insurance if the employer pays less than \$7500 annually on wages, does not employ an apprentice or trainee and is not a member of a group for workers compensation purposes.

### Generic Version of Statement

This form has been specially adapted for use specifically for Contractors working for RMS. Generic versions of this Statement for non-RMS use can be obtained at:

[http://www.industrialrelations.nsw.gov.au/pdfs/subcontractor\\_statement\\_form.pdf](http://www.industrialrelations.nsw.gov.au/pdfs/subcontractor_statement_form.pdf); or  
<http://www.osr.nsw.gov.au/lib/doc/forms/opt011.pdf>.

### Record Retention

RMS will keep a copy of this Statement for 7 years. If the Contractor obtains a similar statement from its subcontractor then the Contractor must keep that statement for 7 years.

### Offences for False Statement

Knowingly giving a false statement may be an offence under section 127(8) of the IRA, section 175B of the WCA and Sch 2 Part 5 clause 18(8) of the PTA.

### Further Information

These notes are not intended as legal advice and Contractors should obtain their own professional advice if they have any questions about this Statement or these Notes. For more information, refer to OSR Revenue Ruling PT 59 at <http://www.osr.nsw.gov.au/lib/doc/rulings/rppt59.pdf>, visit the WorkCover website [www.workcover.nsw.gov.au](http://www.workcover.nsw.gov.au), Office of State Revenue website [www.osr.nsw.gov.au](http://www.osr.nsw.gov.au), or the Office of Industrial Relations, Department of Commerce website [www.commerce.nsw.gov.au](http://www.commerce.nsw.gov.au). Copies of the *Workers Compensation Act 1987*, the *Payroll Tax Act 2007* and the *Industrial Relations Act 1996* can be found at [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

# Schedule 5 – Change Proposal Templates

(clause 29)

## Service Change Proposal

This Service Change Proposal template should be used for all changes to the Services.

<b>Agreement</b>	System Supply, Implementation and Maintenance Agreement between the Roads and Maritime Services and SICE Pty Ltd dated <i>[Insert date]</i> (agreement).		
<b>Supplier Name</b>	SICE Pty Ltd		
<b>Service Change Proposal number</b>	<i>[Insert Service Change Proposal number]</i>	<b>Date raised</b>	<i>[Insert date]</i>
<b>Requesting Party</b>	<i>[Insert name of requesting party]</i>		

<b>Service Change description</b>
<i>[Include a detailed description of the proposed changes to the Services]</i>

<b>Contract Price, Operations and Maintenance Fee and other charges</b>
<i>[Specify any changes to the Contract Price, Operations and Maintenance Fees or other charges]</i>

<b>Prepared by</b>	<i>[Insert name of person who prepared this Service Change Proposal]</i>	<b>Effective date of changes</b>	<i>[Insert the date on which the changes will take effect. If no date is specified, the effective date will be the date on which the last party signs this Service Change Proposal.]</i>
--------------------	--------------------------------------------------------------------------	----------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**SIGNED** for and on behalf of the **ROADS AND MARITIME SERVICES** by its authorised delegate:

.....  
in the presence of

.....  
Signature of delegate

.....  
Name of witness (print)

.....  
Name of delegate

*NA*

**EXECUTED** by **SICE Pty Ltd** in accordance  
with section 127(1) of the *Corporations Act*  
2001 (Cth):

.....  
Signature of director

.....  
Signature of director/company secretary\*  
\*delete whichever is not applicable

.....  
Name of director (block letters)

.....  
Name of director/company secretary\* (block letters)  
\*delete whichever is not applicable

*gla*

# Contract Change Proposal

*This Contract Change Proposal template should be used for all contractual changes to the agreement.*

<b>Agreement</b>	System Supply, Implementation and Maintenance Agreement between the Roads and Maritime Services and SICE Pty Ltd dated <i>[Insert date]</i> (agreement).		
<b>Supplier Name</b>	SICE Pty Ltd		
<b>Contract Change Proposal number</b>	<i>[Insert Contract Change Proposal number]</i>	<b>Date raised</b>	<i>[Insert date]</i>
<b>Requesting Party</b>	<i>[Insert name of requesting party]</i>		

<b>Contract Change description</b>
<i>[Include a brief description / overview of the proposed contractual changes to the agreement]</i>

<b>Agreement changes</b>
The parties agree that from the date this Contract Change Proposal is signed by the last party, the agreement will be varied in accordance with the terms of this Contract Change Proposal. Subject to the changes, the agreement will continue in full force and effect.

<b>Prepared by</b>	<i>[Insert name of person who prepared this Contract Change Proposal]</i>	<b>Effective date of changes</b>	<i>[Insert the date on which the changes will take effect. If no date is specified, the effective date will be the date on which the last party signs this Contract Change Proposal.]</i>
--------------------	---------------------------------------------------------------------------	----------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**SIGNED** for and on behalf of the **ROADS AND MARTIME SERVICES** by its authorised delegate:

.....  
in the presence of

.....  
Signature of delegate

.....  
Name of witness (print)

.....  
Name or delegate

**EXECUTED** by **SICE Pty Ltd** in accordance with section 127(1) of the Corporations Act 2001 (Cth):

.....  
Signature of director

.....  
Signature of director/company secretary\*  
\*delete whichever is not applicable

.....  
Name of director (block letters)

.....  
Name of director/company secretary\* (block letters)  
\*delete whichever is not applicable

Kax



## Schedule 6 – Software

(clause 35.3)

Note to Proponents: Information to be supplied in Returnable Schedule A11.

Package name and version number	Version type	Date and location acquired from	Checksum/verified	License Terms (if applicable)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

next

Package name and version number	Version type	Date and location acquired from	Checksum/verified	License Terms (if applicable)

Where:

**Version Type** = whether the version is a stable or development release.

**Acquired from** = insert the date on which the package was acquired, and the web Site (or other location) from which the software package was acquired by the Supplier.

**Checksum** = include checksum and whether the checksum has been verified.

**Procured Third Party Software**

Software name and version number	Software version type	Licence terms (if applicable)

*Handwritten mark*



Software name and version number	Software version type	Licence terms (if applicable)

**Principal Supplied Third Party Software**

Software name and version number	Software version type	License terms (if applicable)
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

*pkc*

# Schedule 7 – Escrow Agreement

(clause 9.5)

Deed of Agreement dated the  day of  20

Between  (in this Agreement called the "Escrow Agent")

And SICE Pty Ltd ABN 75 113 609 055 (in this Agreement called "the Supplier")

And Roads and Maritime Services of 101 Miller Street, North Sydney, New South Wales 2060 (in this Agreement referred to as "the Principal")

## RECITALS:

- a. By Contract made on the \_\_\_\_\_ day \_\_\_\_\_ of 20\_\_ the Supplier has agreed to develop certain components of the Licensed Software and to grant a licence to the Principal to use the remainder of the Licensed Software.
- b. The Supplier and the Principal have agreed to appoint an escrow agent and the Escrow Agent has agreed to act as Escrow Agent and to hold the Source Code for the Licensed Software on the following terms.

## WHAT IS AGREED:

### 1. Interpretation

In this Agreement the following words have the following meaning:

"Contract" means the contract pursuant to which the Supplier has granted a licence to the Principal to use the Licensed Software;

"Defect" means a defect, error, omission, fault, virus or malfunction in that software such that the Licensed Software does not comply with and cannot be used in accordance with the Contract;

"Escrow Fee" means the fee set out in Attachment 1 of this Agreement;

"Escrow Materials" means any key, code or other information required to decrypt or remove any security attached to any of the Source Code Materials for the Licensed Software, so as to allow full access to and use of them;

"Insolvency Event" means:

*MA*

- (a) the board of the relevant party passes a resolution under section 436A of the Corporations Act;
- (b) the relevant party is placed into administration under Part 5.3A of the Corporations Act;
- (c) a deed of arrangements is entered in respect of the relevant party;
- (d) an application is made to a court for the winding up of the relevant party which is not stayed, withdrawn or otherwise disposed of within 14 days of the date the application is served on the party concerned;
- (e) the relevant party resolves that it be wound up voluntarily;
- (f) a winding up order is made in respect of the relevant party;
- (g) a receiver or receiver and manager is appointed to the relevant party;
- (h) a court orders that there be a meeting of creditors or members of the relevant party for any purpose related to Part 5.1 of the Corporations Act;
- (i) a mortgagee takes possession of any assets of the relevant party;
- (j) the relevant party informs the other party or any of its creditors, in writing, that it, he or she is insolvent or is financially unable to proceed with the Escrow Agreement; or

**"Licensed Software"** means the software specified in Attachment 2 of this Agreement and includes any Update or New Release of that software provided to the Principal under the Contract;

**"New Release"** means software which has been produced primarily to extend, alter or improve a Deliverable by providing additional functionality or performance enhancement (whether or not Defects in the Deliverable are also corrected) while still retaining the original designated purpose of the Deliverable;

**"Proprietary Development Environment"** means in respect of any software, any proprietary device or programs used in the development environment for that software, including compilers, workbenches, tools and higher-level (or proprietary) languages employed by the Supplier for the development, maintenance, and implementation of that software, for which there is not a commercially available alternative available to the Principal on reasonable terms through readily known sources other than the Supplier;

**"Source Code"** means, in respect of any computer program, the human readable programming code of that computer program, and includes associated software including scripts and applets (collectively comprised in a complete copy of all of the foregoing in executable code) and all documentation necessary to operate, maintain and modify the executable code copy of that computer program including all technical documentation and specifications in respect of that computer program;

**"Source Code Materials"** means, in respect of any software:

- (a) the Source Code for that software;
- (b) a copy of the that software in a form ready for installation including compiled object code;
- (c) the Proprietary Development Environment for that software;
- (d) documentation relating to the Source Code, object code or Proprietary Development Environment for that software, including descriptions of code generation, database schemas, and operational and user manuals;
- (e) any pertinent commentary or explanation that may be necessary to render the Source Code for that software understandable and useable by a reasonably competent and experienced computer-programming professional;
- (f) statements of principles of operation, and schematics, all as necessary or useful for the effective understanding and use of the Source Code for that software; and

*check*

- (g) any other materials that are necessary to use, copy, modify, correct, enhance or maintain that software, including those listed in Attachment 3.

**"Trigger Event"** means:

- (a) an Insolvency Event occurs in respect of the Supplier;
- (b) the Supplier has ceased for any reason to maintain or support the Licensed Software in breach of its obligations under the Contract;
- (c) the Principal has exercised step-in rights in accordance with clause 43 of the Contract, subject to clause 8.3 of this Escrow Agreement;
- (d) any failure by the Supplier to comply with a proposal accepted by the Principal under clause 8.3;
- (d) the Contract has been terminated by the Principal for breach of contract by the Supplier; or
- (e) this Escrow Agreement is terminated in accordance with clause 9 and the Supplier refuses to, within 30 days, enter into a new escrow agreement with another escrow holder on substantially the same terms and conditions as this Escrow Agreement.

**"Update"** means software which has been produced primarily to overcome Defects in, or to improve the operation of, a Deliverable without altering the requirements of the Contract whether or not the Deliverable has also been extended, altered or improved by providing additional functionality or performance enhancement.

1.2 In this Agreement, unless the contrary intention appears:

- (a) monetary references are references to Australian currency;
- (b) the clause and sub-clause headings are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer;
- (c) a cross reference to a clause number is a reference to all its sub-clauses;
- (d) words in the singular number include the plural and vice versa;
- (e) words importing a gender include any other gender;
- (f) a reference to a person includes a partnership and a body whether corporate or otherwise;
- (g) a reference to a clause or sub-clause is a reference to a clause or sub-clause of this Agreement;
- (h) a reference to an Attachment is a reference to an Attachment to this Agreement;
- (i) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings.

1.3 Where an obligation is imposed on a party under this Agreement, that obligation will include an obligation to ensure that no act, error or omission on the part of that party's employees, agents or subcontractors or their employees or agents occurs which will prevent the discharge of that party's obligation.

## 2. Duration

This Agreement is in force until the Source Code is released in accordance with this Agreement or the Agreement is otherwise terminated.

### **3. Appointment of Escrow Agent**

The Escrow Agent is hereby appointed jointly by the Principal and the Supplier and, subject to the terms of this Agreement, is granted full power and authority to act on behalf of each party to this Agreement.

### **4. Supplier's Obligations**

- 4.1 The Supplier must deliver to, and deposit with, the Escrow Agent the Escrow Materials within 7 days of the date of this Agreement.
- 4.2 The Supplier must deliver to, and deposit with, the Principal the encrypted Source Code Materials within 7 days of the date of this Agreement.
- 4.3 The Supplier must maintain, amend, modify, up-date and enhance the encrypted Source Code Materials at all times and must ensure that the encrypted Source Code Materials held by the Principal are kept fully up-to date and accurately reflect the Licensed Software including all modifications, amendments, Updates and New Releases made to, or in respect of, the Licensed Software.
- 4.4 The Supplier warrants to the Principal that the Source Code Materials are, to the best of the knowledge of the Supplier, free from any virus or program device which would prevent the Licensed Software from performing its desired function or which would prevent or impede a thorough and effective verification thereof.

### **5. Escrow Agent's Obligations**

- 5.1 The Escrow Agent will accept custody of the Escrow Materials on the date of delivery in accordance with sub-clause 4.1 of this Agreement and, subject to the terms of this Agreement, will hold the Escrow Materials on behalf of the Principal and the Supplier.
- 5.2 The Escrow Agent will take all reasonable necessary steps to ensure the preservation, care, maintenance, safe custody and security of the Escrow Material while it is in the possession, custody or control of the Escrow Agent, including storage in a secure receptacle and in an atmosphere which does not harm the Escrow Material.
- 5.3 The Escrow Agent will bear all risks of loss, theft, destruction of or damage to the Escrow Material while it is in the Escrow Agent's possession, custody or control where such loss, theft, destruction or damage is caused by negligence, default, wilful damage or recklessness of the Escrow Agent or its employees or agents.
- 5.4 If the Escrow Material is lost, stolen, destroyed or damaged while it is in the possession, custody or control of the Escrow Agent, the Escrow Agent will, at its own expense, obtain from the Supplier a further copy of the Source Code.
- 5.5 The Principal is not obliged to determine the nature, completeness or accuracy of the Source Code lodged with it.

### **6. Escrow Fee and Expenses**

- 6.1 The Principal will pay the Escrow Fee.
- 6.2 All expenses and disbursements incurred by the Escrow Agent in connection with this Agreement will be borne wholly and completely by the Escrow Agent.



6.3 All expenses and disbursements incurred by the Supplier in connection with this Agreement will be borne wholly and completely by the Supplier.

## 7. Testing and Verification

7.1 The Principal may, in the presence of and under the supervision of the Supplier, analyse and conduct tests in relation to the Escrow Materials and Source Code Materials for verification purposes, and to confirm that the Escrow Materials allow full access to and use of the Source Code Materials.

7.2 The Principal may engage an independent assessor to undertake analysis and tests of the Escrow Materials and Source Code Materials for verification purposes, on its behalf.

7.3 The Escrow Agent will release the Escrow Materials to the independent party upon presentation of a release form signed by the Principal and the Supplier specifying the material to be released and identifying the person to whom that material may be released.

7.4 The Escrow Materials released pursuant to clause 7.3 must be returned to the Escrow Agent or its employees or agents.

## 8. Release of the Escrow Materials

8.1 The Escrow Agent will not release, or allow access to, the Escrow Materials except in accordance with the provisions of this Agreement.

8.2 Subject to clause 8.3, if a Trigger Event occurs, and the Principal submits a notice to the Escrow Agent confirming that a Trigger Event has occurred, then the Escrow Agent will:

(a) provide the Supplier with a copy of that notice; and

(b) release the Escrow Material to the Principal.

8.3 Where the Principal exercises step-in rights pursuant to clause 43.1(a)(ii) of the Agreement, the Supplier may provide to the Principal a binding written proposal setting out how it intends to remedy the event which triggered the step-in right. Such a proposal needs to be provided within 10 Business Days of the occurrence of the relevant event. The Principal may determine, acting reasonably, whether it accepts the proposal, and in that event, the Escrow Materials will not be released.

8.4 Where the Contract has been terminated by the Supplier or where the Principal has agreed to the release the Escrow Agent must, upon written request from the Supplier, release the Escrow Materials to the Supplier.

## 9. Termination

9.1 The Escrow Agent may, by giving 3 months prior written notice to the Principal and the Supplier, terminate this Agreement subject to the pro-rata refund of any advance payment of the Escrow Fee.

9.2 The Principal and the Supplier may jointly terminate this Agreement immediately if the Escrow Agent:

(c) has become subject to any form of insolvency administration; or

(d) is in breach of any obligation under this Agreement so that there is a substantial failure by the Escrow Agent to perform or observe this Agreement.

9.3 If this Agreement is terminated in accordance with this clause while the Contract remains in force, the Principal and the Supplier must enter into a new Escrow Agreement on the same terms as are set out in this Agreement, with an alternative escrow agent who is acceptable to both the Principal and the Supplier.

9.4 The Principal and the Supplier may, upon giving 30 days prior written notice to the Escrow Agent, jointly terminate this Agreement, however no refund of advance payment of the Escrow Fee will be payable.

## **10. Confidentiality**

10.1 The Escrow Agent must not, except as permitted by this Agreement, make public or disclose to any person any information about this Agreement or the Source Code.

10.2 The Escrow Agent must not reproduce, or cause to have reproduced, a copy of the Source Code or any part thereof.

10.3 The obligations under this clause will survive the termination of this Agreement.

## **11. Compliance with Laws**

The Escrow Agent will in carrying out this Agreement comply with the provisions of any relevant statutes, regulations, by-laws and the requirements of any Commonwealth, State or local authority.

## **12. Resolution of Disputes**

Any party under this Agreement may notify in writing a dispute in respect of a matter arising under this Agreement. The parties must within 7 days of such notice consult to agree a method for resolving the dispute by way of:

- (a) negotiation;
- (b) alternative dispute resolution procedures; or
- (c) arbitration;

and must commence procedures for dispute resolution within a reasonable time of agreeing a method.

## **13. Applicable Law**

This Agreement will be governed by and construed in accordance with the laws from time to time in force in New South Wales.

## **14. Change and Waiver**

14.1 This Agreement will not be varied either in law or in equity except by agreement in writing signed by the Escrow Agent, the Principal and the Supplier.

14.2 A waiver by one Party of a breach of a provision of this Agreement by another party will not constitute a waiver in respect of any other breach or of any subsequent breach of this Agreement. The failure of a party to enforce a provision of this Agreement will not be interpreted to mean that party no longer regards that provision as binding.

## 15. Assignment

The Supplier and the Escrow Agent, or either of these, must not assign, in whole or in part, its benefits under this Agreement without the written consent of the Principal and such consent must not be unreasonably withheld.

## 16. Severability

Each provision of this Agreement, and each part of it will, unless the context otherwise necessarily requires it, be read and construed as a separate and severable part, so that if any provision, or part of a provision is void or otherwise unenforceable for any reason, then that provision, or part will be severed and the remainder will be read and construed as if the severable part had never existed.

## 17. Notices

17.1 A notice or other communication is properly given or served if the party delivers it by hand, posts it or transmits a copy electronically (electronic mail or facsimile) to the address last advised by one of them to the other. Where the notice is given or served electronically, the sending party must confirm receipt by some other means. The address for services of notice for a party is, in the case of the:

### Escrow Agent

Physical address:

Postal address:

Phone number:

Fax number:

Email address:

### Supplier

Physical address:

Postal address:

Phone number:

Fax number:

Email address:

### the Principal

Physical address: 101 Miller Street, North Sydney NSW 2060

Postal address: Locked Bag 928, North Sydney NSW 2059

Phone number:

Fax number: 02 8588 4171

Email address:

such other address as a party may notify to the other party in writing from time to time.

17.2 A notice or other communication is deemed to be received if:

- (a) delivered by hand, when the party who sent the notice holds a receipt for the notice signed by a person employed at the physical address for service;
- (b) sent by post from and to an address within Australia, after three (3) working days;
- (c) sent by post from or to an address outside Australia, after ten (10) working days;
- (d) sent by facsimile, at the time which the facsimile machine to which it has been sent records that the communication has been transmitted satisfactorily (or, if such time is outside normal business hours, at the time of resumption of normal business hours);



- (e) sent by electronic mail, the next Business Day; or
- (f) sent by any other electronic means, only in the event that the other party acknowledges receipt by any means.

**EXECUTED AS A DEED**

Signed for and on behalf of [insert Escrow Agent's name & ACN/ABN]:

Signature of Director

Signature of Director/Secretary

Print name

Print name

Signed for and on behalf of SICE Pty Ltd ABN 75 113 609 055200 :

Signature of Director

Signature of Director/Secretary

Print name

Print name

Signed for and on behalf of the Principal:

By [insert name of the Principal's Representative]

in the presence of [insert name of witness]

Signature of the Principal's Representative

Signature of Witness

Print name

Print name

*JKK*

Escrow Agreement

**Attachment 1**

Details of Escrow fees:

Deposit Fee:

Storage Fee:

Retrieval Fee:

Release Fee:

Collection Fee:

*gla*

Escrow Agreement

**Attachment 2**

Details of licensed software to be held in Escrow

Source Code:

Flow Charts:

Diagrams:

Listings:

*RLA*

Escrow Agreement

**Attachment 3**

Supporting Materials

[Insert details of Supporting Materials relevant to the Licensed Software, for example:

- technical documentation sufficient to allow a competent computer programmer to understand and maintain the version of the software to which the documentation relates.
- relevant developer and maintenance tools and compilers and assemblers (if standard tools, description thereof will suffice) and third party software utilities.
- description of code generation.
- description of third party software required for support and availability thereof.
- identification of key personnel involved with the development of the software.
- operational manuals, listings, flow charts etc.
- details of machine/processor/system configuration.]

[Empty rectangular boxes for inserting details of Supporting Materials]

*Handwritten initials*

## Schedule 8 - Insurance Policy Requirements

(clause 37)

ITEM	TYPES OF INSURANCES	MINIMUM SUM INSURED	PERIOD OF INSURANCE	INSURANCE COVER IS TO INCLUDE THE FOLLOWING
1	Contract works	Contract works – as per declared/agreed value equal to [REDACTED] of the Contract Price on a reinstatement and replacement basis, including a provision for removal of debris, professional fees and mitigation expenses	To the Date of Practical Completion for Release 2 plus the Warranty Period	<ul style="list-style-type: none"> <li>(a) Contract works insurance terms and conditions are to include reinstatement costs.</li> <li>(b) Is with an approved insurer as defined in clause 1 of Definitions and Notes below.</li> <li>(c) Lists the Principal as a named insured and covers the Supplier and all Supplier subcontractors, and any other parties as specified in the agreement, for their respective rights, interests and liabilities with respect to liability for loss or damage to the System or any of the Deliverables.</li> <li>(d) Is governed by the law of New South Wales and subject to the Australian jurisdiction as defined in Definitions and Notes below.</li> <li>(e) Includes a cross liability clause as defined in clause 3, and a waiver of subrogation clause as defined in clause 4, of Definitions and Notes below.</li> </ul>
2	Public and products liability	[REDACTED] for each and every occurrence but limited in the aggregate in respect of products liability	To the Date of Practical Completion for Release 2 plus the Warranty Period	<ul style="list-style-type: none"> <li>(a) Is with an approved insurer as defined in clause 1 of Definitions and Notes below.</li> <li>(b) Lists the Principal as a named insured and covers the Supplier and Supplier</li> </ul>

*plot*

ITEM	TYPES OF INSURANCES	MINIMUM SUM INSURED	PERIOD OF INSURANCE	INSURANCE COVER IS TO INCLUDE THE FOLLOWING
				<p>subcontractors, the Principal and any other parties as specified in the agreement, for their respective rights, interests and liabilities with respect to liabilities to third parties arising out of or in connection with carrying out the Supplier's work including loss, loss of use of, or any destruction of or damage to any real or personal property, or personal injury or death.</p> <p>(c) Is governed by the law of New South Wales and subject to the Australian jurisdiction as defined in Definitions and Notes below.</p> <p>(d) Includes a cross liability clause as defined in clause 3, and a waiver of subrogation clause as defined in clause 4, of Definitions and Notes below.</p>
3	Professional indemnity	[REDACTED] for any one claim and in the aggregate	To the Date of Practical Completion for Release 2 and thereafter for a period of 6 years	<p>(a) Is with an approved insurer as defined in clause 1 of Definitions and Notes below.</p> <p>(b) Is governed by the law of New South Wales and subject to the Australian jurisdiction as defined in Definitions and Notes below.</p> <p>(c) One automatic reinstatement per period of insurance.</p>
4	Asbestos liability	If any work for or in connection with the agreement	To the end of the Warranty Period	<p>(a) Is with an approved insurer as defined in clause 1 of Definitions and Notes below.</p>

*PLCK*

ITEM	TYPES OF INSURANCES	MINIMUM SUM INSURED	PERIOD OF INSURANCE	INSURANCE COVER IS TO INCLUDE THE FOLLOWING
		includes asbestos removal, decontamination or other works involving asbestos, [REDACTED] for any one occurrence and in the aggregate		<ul style="list-style-type: none"> <li>(b) Lists the Principal as a named insured.</li> <li>(c) Is governed by the law of New South Wales and subject to the Australian jurisdiction as defined in Definitions and Notes below.</li> <li>(d) Includes a cross liability clause as defined in clause 3, and a waiver of subrogation clause as defined in clause 4, of Definitions and Notes below.</li> </ul>
5	Motor vehicle comprehensive and third party property damage	Own damage – market value third party property damage - [REDACTED] per occurrence	To the end of the Warranty Period	<ul style="list-style-type: none"> <li>(a) Motor vehicles owned or used by the Supplier or Supplier subcontractors directly or indirectly engaged in performance of the agreement.</li> <li>(b) Is governed by the law of New South Wales and subject to Australian jurisdiction as defined in Definitions and Notes clause 2 below.</li> <li>(c) Is with an approved insurer as defined in clause 1 of Definitions and Notes below.</li> </ul>
6	Plant and equipment	All plant and equipment whether owned, hired or used in connection with the Services for an indemnity value of the respective plant and equipment.	To the end of the Warranty Period	<ul style="list-style-type: none"> <li>(a) Is governed by the law of New South Wales and subject to Australian jurisdiction as defined in Definitions and Notes clause 2 below.</li> <li>(b) Is with an approved insurer as defined in clause 1 of Definitions and Notes below.</li> </ul>
7	Workers Compensation	As per the relevant Workers Compensation legislation	To the end of the Warranty Period	<ul style="list-style-type: none"> <li>(a) As per the Workers Compensation Act 1987 (NSW).</li> <li>(b) Is with an approved insurer as defined in clause 1 of Definitions</li> </ul>

*ack*

ITEM	TYPES OF INSURANCES	MINIMUM SUM INSURED	PERIOD OF INSURANCE	INSURANCE COVER IS TO INCLUDE THE FOLLOWING
				and Notes below.

**Definitions and Notes:**

1. Approved insurer means:

- (a) An Australian registered insurance company which is approved by the Australian Prudential Regulatory Authority to conduct general insurance business in Australia, with a financial performance rating of at least A- by Standard and Poor's (Australia) Pty Ltd (or equivalent rating);
- (b) Lloyds Underwriters;
- (c) A Treasury Managed Fund insurance scheme with the NSW State Government; or
- (d) The Comcover insurance scheme for the Australian Federal Government.

Note that where the insurance risk is insured by an insurer not listed in Note 1(a) or 1(b) then a 'fronting' placement is acceptable from an insurer list in Note 1(a) or 1(b).

- 2. Insurances policies must be subject to the Laws of Australia (or an Australian State or Territory) and their courts.
- 3. A cross liability clause operates as if there was a separate policy of insurance covering each of the insured. This means that the insurer provides each party named on the insurance policy access to the limit of liability, subject to the overall limit of the policy.
- 4. A waiver of subrogation clause means a clause in which an insurer agrees to waive all rights of subrogation or action that it may have or acquire against the Principal and all or any of the persons comprising the insured.

*9/10/21*



# Schedule 9 – Form of Unconditional Bank Guarantee

(clause 38.1)

Bank Guarantee dated  
the

day of  20

In favour of Roads and Maritime Services, 101 Miller Street, North Sydney NSW 2060 (“the Principal”)

Given by [insert name and ACN/ABN] (“the Guarantor”)

## What is agreed:

1. The \_\_\_\_\_ [insert name of the Supplier and the ACN/ABN] (“Supplier”) has agreed to supply Deliverables to the Principal pursuant to a contract (“Contract”). The following undertaking is given in respect of the Contract:

The Guarantor unconditionally agrees to pay to the Principal on demand without reference to the Supplier and separate from any notice given by the Supplier to the Guarantor not to pay same, any sum or sums which may from time to time be demanded in writing by the Principal to a maximum aggregate sum of \$[insert dollar amount].

2. The Guarantor's liability under this Bank Guarantee will be a continuing liability until payment is made up to the maximum aggregate sum or the Principal notifies the Guarantor that this Bank Guarantee is no longer required.
3. This Bank Guarantee will be governed by and construed in accordance with the laws in force in New South Wales.
4. A notice or other communication is properly given or served if the party delivers it by hand, posts it or transmits a copy electronically (electronic mail or facsimile) to the address last advised by one of them to the other. Where the notice is given or served electronically, the sending party must confirm receipt by any other means.
5. The address for service of notice for a party is, in the case of the:

### Guarantor

Physical address:

Postal address:

Phone number:

Fax number:

Email address:

### the Principal

Physical address: 101 Miller Street, North Sydney NSW 2060

Postal address: 101 Miller Street, North Sydney NSW 2060

*plav*

Phone number:  
Fax number: 02 8588 4171  
Email address:

or such other address as a party may notify to the other party in writing from time to time.

6. A notice or other communication under this Bank Guarantee is deemed to be received if:
- (a) delivered by hand, when the party who sent the notice holds a receipt for the notice signed by a person employed at the physical address for service;
  - (b) sent by post from and to an address within Australia, after three (3) working days;
  - (c) sent by post from or to an address outside Australia, after ten (10) working days;
  - (d) sent by facsimile, at the time which the facsimile machine to which it has been sent records that the communication has been transmitted satisfactorily (or, if such time is outside normal business hours, at the time of resumption of normal business hours);
  - (e) sent by electronic mail, the next Business Day; or
  - (f) sent by any other electronic means, only in the event that the other party acknowledges receipt by any means.

**EXECUTED AS A DEED POLL**

Signed for and on behalf of [insert Guarantor's name & ACN/ABN]:

Signature of authorised representative

Signature of Director/Secretary

Print name

Print name

# Schedule 10 – Form of Parent Company Guarantee

(clause 38.2)

Deed of Guarantee and Indemnity  
made at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_

between **Roads and Maritime Services**, ABN 76 236 371 088 of 101 Miller Street, North Sydney, NSW 2060  
**(Beneficiary)**

and \_\_\_\_\_  
**(Guarantor)**

Recitals

- A The Beneficiary has agreed to enter into the Contract with the Supplier on the condition that the Guarantor provides this Guarantee.
- B The Guarantor considers that by providing this Guarantee there will be a commercial benefit flowing to the Guarantor.

This Deed witnesses

## 1 Definitions and interpretation

### 1.1 Definitions

In this Deed:

**Contract** means the agreement dated on or about [insert] between the Beneficiary and the Supplier for the design, supply, installation and maintenance of the WestConnex Tolling Back Office (TRARM).

**Government Agency** means a government or government department, a governmental, semi-governmental or judicial person or a person (whether autonomous or not) charged with the administration of any applicable law.

**Guarantee** means this document.

**Guaranteed Money** means all money which the Supplier (whether alone or with any other person) is or at any time becomes actually or contingently liable to pay to, or for the account of, the Beneficiary on any account whatsoever under or in connection with the Contract or other Transaction Document including, without limitation, by way of interest, fees, costs, indemnities, charges, duties and expenses, or through payment of damages under or in relation to, or as a consequence of any breach or default of, the Contract or any other Transaction Document.

**Guaranteed Obligations** means the due and punctual payment of the Guaranteed Money and the due and punctual performance of the Supplier's Obligations.

**Material Adverse Effect** means, in respect of a person, a material adverse effect on:

- (a) its business, assets or financial condition; or
- (b) its ability to perform its obligations under any Transaction Document.

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**Relevant Person** means the Supplier, the Guarantor and any person who has executed a Security in favour of the Beneficiary.

**Security** means a mortgage, charge, pledge, lien, hypothecation, guarantee (including this Guarantee), indemnity, letter of credit, letter of comfort, performance bond, or other assurance against loss which secures the Guaranteed Money, and whether existing at the date of this Deed or at any time in the future.

**Specified Rate** means 2% above the Overdraft Index Rate fixed from time to time by the Commonwealth Bank of Australia.

**Supplier** means SICE Pty Ltd ABN 75 113 609 055 of 200 Carlisle Street, St Kilda, Victoria, 3187.

**Supplier's Obligations** means the due and punctual performance by the Supplier of all of its liabilities, obligations and agreements (present or future, actual or contingent) to the Beneficiary pursuant to or in connection with the Contract and each other Transaction Document but excluding all of the Supplier's Obligations with respect to payment of the Guaranteed Money.

**Tax** means any present or future tax, GST, levy, impost, deduction, charge, duty, compulsory loan or withholding (together with any related interest, penalty, fine and expense in connection with any of them) levied or imposed by any Government Agency, other than any imposed on overall net income.

**Transaction Document** means:

- (a) this Deed;
- (b) the Contract;
- (c) any other document which the Beneficiary and the Guarantor so designate in writing;
- (d) each other document contemplated by or required in connection with any of the above or the transactions they contemplate; and
- (e) each document entered into for the purpose of amending, novating, restating or replacing any of the above.

**Unpaid Amount** means an amount which is not paid on the date on which it is due and payable under this Guarantee.

## 1.2 The Contract

Defined words and expressions used in this Deed have the meanings given to them in the Contract.

## 1.3 Interpretation

In this Deed unless the context indicates a contrary intention:

- (a) if the "Supplier" is more than one person, "Supplier" means each of them severally and every two or more of them jointly;

- (b) if the Guarantor is more than one person, "Guarantor" means each of them severally and every two or more of them jointly;
- (c) "person" includes an individual, a body politic, a corporation and a statutory or other authority or association whether incorporated or unincorporated;
- (d) a reference to any party includes that party's executors, administrators, successors, substitutes and assigns, including any person taking by way of novation;
- (e) a reference to any document or agreement is to such document or agreement as amended, novated, supplemented or replaced from time to time;
- (f) the singular includes the plural (and vice versa) and words denoting a given gender include all other genders;
- (g) headings are for convenience only and do not affect interpretation; and
- (h) unless otherwise stated, a reference to any amount is a reference to all or part of the amount.

#### **1.4 No contra proferentem**

No term or provision of this Guarantee shall be construed against a party on the basis that the Guarantee or the term or provision in question was put forward or drafted by that party.

## **2 Guarantee**

### **2.1 Guarantee**

The Guarantor irrevocably and unconditionally guarantees to the Beneficiary:

- (a) the due and punctual payment by the Supplier of the Guaranteed Money; and
- (b) the due and punctual performance by the Supplier of all of the Supplier's Obligations.

### **2.2 Payment of Guaranteed Money**

If the Supplier does not pay the Guaranteed Money when due, the Guarantor must on demand pay to the Beneficiary the Guaranteed Money which is then due and payable.

### **2.3 Perform obligations**

If the Supplier defaults in the performance or observance of any of the Supplier's Obligations, the Guarantor shall, in addition to its obligations under clause 2.2 of this Guarantee, on demand from time to time by the Beneficiary, immediately perform (or procure the performance of) any of the Supplier's Obligations then required to be performed by the Supplier in the same manner and on the same terms as the Supplier is required to perform the Supplier's Obligations.

### **3 Indemnity**

As a covenant separate and distinct from that contained in clause 2.1, the Guarantor irrevocably and unconditionally agrees to indemnify the Beneficiary and at all times to keep the Beneficiary indemnified against any loss or damage suffered by the Beneficiary arising out of or in connection with:

- (a) any failure by the Supplier to pay the Guaranteed Money duly and punctually; or
- (b) any failure by the Supplier to observe or perform any of the Supplier's Obligations; or
- (c) any Transaction Document being wholly or partly void, voidable or unenforceable against the Supplier for any reason and whether or not the Beneficiary knew or ought to have known of that reason, with the result in any such case that:
  - (i) sums which would (but for the voidness, voidability or unenforceability) have been Guaranteed Money are not recoverable by the Beneficiary under clause 2; or
  - (ii) obligations which would (but for the voidness, voidability or unenforceability) have been Supplier's Obligations are not guaranteed under clause 2.3; or
- (d) a disclaimer of any Transaction Documents made by a liquidator of the Supplier pursuant to Part 5.6 Division 7A of the Corporations Act 2001 (Cth) or any other applicable laws.

### **4 Nature and preservation of liability**

#### **4.1 Absolute liability**

The liability of the Guarantor under this Deed arises immediately on execution and delivery of this Deed by the Guarantor and:

- (a) arises notwithstanding that any person expressed to be a party to this Deed does not execute and deliver this Deed, that there is any invalidity, forgery or irregularity in the execution or purported execution of this Deed by any person, or that this Deed is or becomes unenforceable against any such person for any reason; and
- (b) is not conditional on the entering into by any other person of any other document or agreement which might benefit (directly or indirectly) the Guarantor, or on the satisfaction of any other condition.

#### **4.2 Unconditional liability**

The liability of the Guarantor under this Deed will not be affected by any thing which, but for this clause 4.2, would release the Guarantor from or reduce that liability, including but not limited to:



- (a) (**Invalidity etc.**): any Security or any Transaction Document being terminated or discharged (whether by any party thereto or by operation of law) or being or becoming void, voidable or unenforceable for any reason;
- (b) (**Other Securities**): the Beneficiary accepting or declining to accept any Security from any person;
- (c) (**Time or indulgence**): the Beneficiary granting or agreeing with the Guarantor or the Supplier to grant time, waiver or other indulgence or concession to, or making any composition or compromise with any person whether or not pursuant to any Transaction Document;
- (d) (**Forbearance**): the Beneficiary not exercising or delaying in the exercise of any remedy or right it has at any time to terminate or enforce its rights under this Deed, any Transaction Document or any Security;
- (e) (**Variation**): any variation, novation or alteration to or substitution of this Deed, any Transaction Document or any Security, whether or not that variation, novation or alteration permits or results in a change in the Guaranteed Obligations including the amount of the Guaranteed Money or a change in the date by which it must be paid, or a change in the identity of the Supplier;
- (f) (**Release**): the partial or conditional release or discharge by the Beneficiary or by operation of law of any Relevant Person from its obligations under any Transaction Document or any Security;
- (g) (**Securities**): the Beneficiary enforcing, releasing, disposing of, surrendering, wasting, impairing, destroying, abandoning, prejudicing, or failing or delaying to perfect, maintain, preserve, realise or enforce any Transaction Document or any Security, whether negligently or otherwise;
- (h) (**Accounts**): the opening or operation of any new account with the Beneficiary by the Supplier;
- (i) (**Change of constitution**): any change for any reason in the name or manner in which the Beneficiary or any Relevant Person carries on business, including any change in any partnership, firm or association of which the Beneficiary or any Relevant Person is a member;
- (j) (**Disclosure**): any failure by the Beneficiary to disclose to the Guarantor any material or unusual fact, circumstance, event or thing known by, or which ought to have been known by, the Beneficiary relating to or affecting any Relevant Person before or at any time after the date of this Deed;
- (k) (**Prejudicial conduct**): any breach by the Beneficiary of any term of any Transaction Document or Security or any other act or omission (negligent or otherwise) of the Beneficiary with regard to any Transaction Document, any

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Security or any Relevant Person which is prejudicial to the interests of the Guarantor.

- (l) **(Preference)**: any claim by any person that a payment to, receipt by, or other transaction in favour of the Beneficiary in or towards satisfaction of the Guaranteed Money is void, voidable or capable of being set aside under any law relating to bankruptcy, insolvency or liquidation being upheld, conceded or compromised;
- (m) **(Assignment)**: the transfer, assignment or novation by the Beneficiary or any Relevant Person of all or any of its rights or obligations under any Transaction Document or Security to which it is a party;
- (n) **(Death or incapacity)**: (where the Guarantor is an individual) the death or mental incapacity of the Guarantor;
- (o) **(Administration)**: the provisions of section 440J of the Corporations Act 2001 (Cth) so operating as to prevent or delay:
  - (i) the enforcement of this Guarantee against the Guarantor; and/or
  - (ii) any claim for contribution against the Guarantor; or
- (p) **(Disclaimer)**: a disclaimer of any Transaction Document made by a liquidator of the Supplier pursuant to Part 5.6 Division 7A of the *Corporations Act 2001* (Cth) or other applicable laws.

#### 4.3 No marshalling

The Beneficiary is under no obligation to marshal or appropriate in favour of the Guarantor or to exercise, apply, transfer or recover in favour of the Guarantor any Security or any funds or assets that the Beneficiary holds, has a claim on, or is entitled to receive.

#### 4.4 Void or voidable transactions

If:

- (a) the Beneficiary has at any time released or discharged:
  - (i) the Guarantor from its obligations under this Deed or any Security executed by the Guarantor; or
  - (ii) any assets of the Guarantor from a Security,in either case in reliance on a payment, receipt or other transaction to or in favour of the Beneficiary;
- (b) that payment, receipt or other transaction is subsequently claimed by any person to be void, voidable or capable of being set aside for any reason, including under a law relating to bankruptcy, insolvency or liquidation; and
- (c) that claim is upheld, conceded or compromised,



then:

- (i) **(Restitution of rights)**: the Beneficiary will immediately become entitled against the Guarantor to all such rights (including under any Security) as it had immediately before that release or discharge;
- (ii) **(Restore Beneficiary's position)**: the Guarantor must immediately do all things and execute all documents as the Beneficiary may reasonably require to restore to the Beneficiary all those rights; and
- (iii) **(Indemnity)**: the Guarantor must indemnify and keep indemnified the Beneficiary against all costs, losses, damages and expenses suffered or incurred by the Beneficiary as a result of the upholding, concession or compromise of the claim.

#### **4.5 No double proof**

This Deed constitutes a guarantee of the whole of the Guaranteed Obligations, even if the Beneficiary and the Guarantor have agreed or agree at any time that the Guarantor's liability under this Deed will be limited to a maximum amount.

Accordingly, the Guarantor is not entitled to:

- (a) lodge any proof of debt in the winding up of the Supplier;
- (b) exercise any right of subrogation; or
- (c) otherwise be entitled to the benefit of any Security held by the Beneficiary, with respect to any claim arising as a result of the Guarantor making a payment under this Guarantee, unless and until the Guaranteed Obligations have been paid, discharged or recovered by the Beneficiary in full.

#### **4.6 Suspense account**

The Beneficiary may retain and carry to a suspense account and appropriate at the discretion of the Beneficiary any dividend received by the Beneficiary in the winding up of any Relevant Person, plus any other sums received by the Beneficiary on account of the Guaranteed Money, until the Beneficiary has received the full amount of the Guaranteed Money.

#### **4.7 Proof of debt in competition with Beneficiary**

The Guarantor must prove in the winding up of any Relevant Person in respect of any claim it has against that Relevant Person other than a claim arising as a result of the Guarantor making a payment under this Deed, and agrees to hold any dividend received in respect of that proof on trust for the Beneficiary in or towards satisfaction of the Guarantor's obligations under this Deed. The Guarantor appoints the Beneficiary as its attorney for the purposes of lodging a proof in the Guarantor's name, and authorises the Beneficiary to retain and to carry to a suspense account and appropriate at the discretion of the Beneficiary any amounts received in respect of that proof until, after taking the amount into account, the Beneficiary has recovered

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an amount equal to all of the Guaranteed Money. The Beneficiary must not exercise the power of attorney under this clause 4.7 unless the Guarantor has failed to lodge the proof within 14 days after receiving a written request to do so from the Beneficiary.

#### **4.8 Claim on the Guarantor**

The Beneficiary is not required to take any steps to enforce its rights under any Transaction Document or any Security before enforcing its rights against the Guarantor under this Deed.

#### **4.9 No representation by Beneficiary**

The Guarantor acknowledges that in entering into this Deed it has not relied on any representation, warranty or statement by the Beneficiary.

#### **4.10 No contribution**

The Guarantor must not make a claim under or enforce any right of contribution it may have against any other Relevant Person unless and until the Guaranteed Obligations have been paid, discharged or recovered by the Beneficiary in full.

### **5 Corporate representations and warranties**

#### **5.1 Representations and warranties**

If the Guarantor is a body corporate, it represents and warrants to the Beneficiary that:

- (a) **(Constitution)**: the execution, delivery and performance of this Deed does not violate its constitution or any other document, agreement, law or rules by which it is bound;
- (b) **(Corporate power)**: it has taken all action required to enter into this Deed and to authorise the execution and delivery of this Deed and the performance of its obligations under this Deed;
- (c) **(Filings)**: it has filed all notices and effected all registrations with the Australian Securities and Investments Commission or similar office in its jurisdiction of incorporation and in any other jurisdiction as required by law, and those filings and registrations are current, complete and accurate;
- (d) **(Corporate benefit)**: the execution of this Deed is in the best commercial interests of the Guarantor;
- (e) **(Consideration)**: this Deed is executed for valuable consideration, the receipt and adequacy of which the Guarantor acknowledges;
- (f) **(Status)**: it is not in liquidation, provisional liquidation or receivership, or under administration, and no matter relating to it or any of its subsidiaries is the subject of a direction under, or having effect as if it were a direction under, section 14 of the Australian Securities and Investments Commission Act 2001

(Cth) ('ASC Law'), or the subject of an investigation under, or taken to be under, the ASC Law;

- (g) (**Ownership of property**): it has full legal capacity and power to own its property and assets and carry on its business as it is now being conducted;
- (h) (**Ranking of obligations**): this Guarantee constitutes a valid and legally binding obligation, enforceable in accordance with its terms, to rank at all times at least equally with all of its other present and future unsecured payment obligations (including, without limitation, contingent obligations), other than those which are mandatorily preferred by law and that the Guarantor has taken all action required to ensure that its obligations under this Guarantee so rank and will continue to so rank;
- (i) (**No litigation**): no litigation, arbitration, mediation, dispute or administrative proceedings are taking place, pending or, to the knowledge of any of its officers, threatened against it or any of its subsidiaries or any of its or their property which, if adversely determined, would be likely to have either separately or in aggregate a Material Adverse Effect on it or any of its subsidiaries;
- (j) (**Financial statements**): its financial statements current as at the date of this Guarantee have been prepared in accordance with the laws of Spain and (except where inconsistent with those laws) generally accepted accounting principles consistently applied, and give a true and fair view of the financial condition of it and its subsidiaries as at the date to which they are made up, and of the results of operations for the financial year then ended, and there has been no change since that date having a Material Adverse Effect on it, or on it and its subsidiaries on a consolidated basis;
- (k) (**Other information**): the written information and reports (if any) which it has given to the Beneficiary in connection with the negotiation and preparation of this Guarantee:
  - (i) was, when given, true and accurate in all material respects and not misleading, whether by omission or otherwise; and
  - (ii) contain forecasts and opinions all of which were made or formed after due and careful consideration on the part of its relevant officers based on the best information available to it and were fair and reasonable when made or formed; and
- (l) (**No filings or Taxes**): it is not necessary or desirable to ensure the legality, validity, enforceability or admissibility in evidence of this Deed that this Deed or any other instrument be filed or registered with any Government Agency or that any Taxes be paid.

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**5.2 Reliance on representations and warranties**

The Guarantor acknowledges that the Beneficiary entered into the Contract in reliance on the representations and warranties in this clause 5.

**5.3 No representations to Guarantor**

The Guarantor confirms that it has not executed this Deed as a result of or in reliance upon any promise, representation, statement or information of any kind or nature whatever given or offered to it by or on behalf of the Beneficiary whether in answer to any inquiry by or on behalf of the Guarantor or not.

**6 Payments**

**6.1 On demand**

All money payable by the Guarantor under this Deed must be paid on demand by the Beneficiary in immediately available funds to the account and in the manner notified from time to time by the Beneficiary to the Guarantor.

**6.2 Payment in gross**

All money received or recovered by the Beneficiary on account of the Guaranteed Money will be treated as payments in gross.

**6.3 Appropriation of payments**

The Beneficiary may appropriate any money received by it under or in respect of this Deed, any Transaction Document or any Security in the manner and order and at all times as the Beneficiary in its absolute discretion determines.

**6.4 Interest**

The Guarantor must on demand by the Beneficiary from time to time pay interest on all Unpaid Amounts. Interest will accrue on those amounts from day to day from the due date up to the date of actual payment at the Specified Rate and, if not paid when due, will itself bear interest in accordance with this clause 6.4. Interest is calculated on the basis of the actual number of days on which interest has accrued and on a 365 day year.

**6.5 Merger**

If the liability of the Guarantor to pay to the Beneficiary any money under this Deed becomes merged in any judgment or order, then as an independent obligation the Guarantor must pay interest on the amount of that money at the rate which is the higher of that payable under clause 6.4 and that fixed by or payable under the judgment or order.

**6.6 Withholding for Taxes**

All payments by the Guarantor under this Deed will be without deduction or withholding for any present or future Taxes unless the Guarantor is compelled by law to make any deduction or withholding and if this is the case, the Guarantor must pay to the Beneficiary any additional amounts as are necessary to enable the Beneficiary

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to receive, after all those deductions and withholdings, a net amount equal to the full amount which would otherwise have been payable had no deduction or withholding been required to be made.

## **7 Expenses, stamp duty and GST**

### **7.1 Expenses**

The Guarantor must on demand indemnify and keep indemnified the Beneficiary against all reasonable expenses, including legal fees, costs and disbursements on a solicitor/own client basis, incurred by the Beneficiary in connection with the successful enforcement, attempted enforcement or preservation of any rights under this Deed.

### **7.2 Stamp duties**

The Guarantor must:

- (a) **(Payment of all duties):** pay all stamp duties, registration and similar Taxes, including fines and penalties, financial institutions duty (if any) and debits tax (if any) in connection with the execution, delivery, performance, enforcement or attempted enforcement of this Deed or any payment or other transaction under or contemplated in this Deed; and
- (b) **(Indemnity):** indemnify and keep indemnified the Beneficiary against any loss or liability incurred or suffered by it as a result of the delay or failure by the Guarantor to pay Taxes.

### **7.3 Goods and Services Tax**

- (a) Capitalised expressions which are not defined in this clause 7.3 but which have a defined meaning in the GST Law have the same meaning in this clause 7.3.

In this clause 7.3 and elsewhere in this Deed where relevant:

- (i) **GST** means the goods and services tax imposed by the GST Law including, where relevant, any related interest, penalties, fines or other charge arising directly as a result of a default by the Guarantor of an obligation under this Deed;
- (ii) **GST Amount** means, in relation to a Payment, an amount arrived at by multiplying the Payment (or the relevant part of a Payment if only part of a Payment is the consideration for a Taxable Supply) by the prevailing rate of GST;
- (iii) **GST Law** has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or, if that Act is not valid or does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act; and

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- (iv) **Payment means:**
  - (A) the amount of any monetary consideration (other than a GST Amount payable under this clause 7.3); and
  - (B) the GST Exclusive Market Value of any non-monetary consideration,  
  
paid or provided by the Guarantor for any Supply made under or in connection with this Deed or the Contract and includes an amount payable by way of indemnity, reimbursement, compensation or damages.
- (b) The parties agree that:
  - (i) all Payments have been set or determined at an amount which is net of GST;
  - (ii) if the whole or any part of a Payment is the consideration for a Taxable Supply made by the Beneficiary, the GST Amount in respect of the Payment must be paid by, or on behalf of, the Guarantor to the Beneficiary as any additional amount, either concurrently with the Payment or as otherwise agreed in writing; and
  - (iii) the Beneficiary will provide a Tax Invoice, before any GST Amount is payable under this clause 7.3(b).
- (c) If a payment (including a Payment as defined in this clause 7.3) to the Beneficiary by the Guarantor under this Deed is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by the Beneficiary, then the payment will be reduced by the amount of any Input Tax Credit to which the Beneficiary is entitled for that loss, cost or expense.

## 8 Assignments

The Beneficiary may at any time assign or otherwise transfer all or any part of its rights under any Transaction Document and may disclose to a proposed assignee or transferee any information in the possession of the Beneficiary relating to the Guarantor.

## 9 Governing law and jurisdiction

### 9.1 Governing law

This Deed and where applicable, the arbitration reference contained in clause 9.3 of Schedule 1, is governed by and will be construed in accordance with the laws of the State or Territory which govern the Contract.

### 9.2 Jurisdiction

- (a) **(Acceptance of jurisdiction):** The Guarantor irrevocably submits to and accepts, generally and unconditionally, the non-exclusive jurisdiction of the

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courts and appellate courts of the State or Territory whose laws govern this Deed with respect to any legal action or proceedings which may be brought at any time relating in any way to this Deed.

- (b) **(No objection to inconvenient forum):** The Guarantor irrevocably waives any objection it may now or in the future have to the venue of any action or proceeding, and any claim it may now or in the future have that any action or proceeding has been brought in an inconvenient forum.

## **10 Miscellaneous**

### **10.1 Certificate of Beneficiary**

A certificate in writing of the Beneficiary certifying the amount payable by the Supplier or the Guarantor to the Beneficiary or stating any other act, matter or thing relating to this Deed, any Transaction Document or any Security will be prima facie evidence of the contents of the certificate.

### **10.2 Notices**

Every notice or other communication to be given or made under or arising from this Deed:

- (a) must be in writing;
- (b) must be signed by a person duly authorised to do so by the sender;
- (c) will be deemed to have been duly given or made to a person if delivered or posted by prepaid post to the address, or sent by fax to the fax number of that person set out in clause 10.3 (or any other address or fax number as is notified in writing by that person to the other parties from time to time); and
- (d) will be deemed to be given or made:
  - (i) (in the case of prepaid post) on the tenth day after the date of posting;
  - (ii) (in the case of delivery by hand) on delivery; and
  - (iii) (in the case of fax) on receipt of a transmission report confirming successful transmission.

### **10.3 Address for notices**

The addresses and fax numbers of the parties for the purposes of clause 10.2 are:

**The Guarantor –** [REDACTED]

**Address:** [REDACTED]

**Fax No.:** [REDACTED]

**Attention:** [REDACTED]

**The Beneficiary – Roads and Maritime Services (ABN 76 236 371 088 )**

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Address: 101 Miller Street, North Sydney, NSW 2060

Fax No.: 02 8588 4171

Attention: [General Counsel

#### **10.4 Continuing obligation**

This Deed will be a continuing obligation notwithstanding any termination by the Guarantor, settlement of account, intervening payment, a disclaimer of any Transaction Document made by a liquidator of the Supplier pursuant to Part 5.6 Division 7A of the *Corporations Act 2001* (Cth) or other applicable laws, express or implied revocation or any other matter or thing, and continues to entitle the Beneficiary to the due and punctual payment of any of the Guaranteed Money which becomes due or owing or is incurred after termination, settlement of account, payment, revocation or other matter or thing until a final discharge has been given to the Guarantor.

#### **10.5 Further assurance**

The Guarantor will immediately on demand by the Beneficiary, and at the entire cost and expense of the Guarantor, perform all things and execute all agreements, assurances and other documents as the Beneficiary reasonably requires, to perfect or give effect to the rights and powers of the Beneficiary created, or intended to be created, by this Deed.

#### **10.6 Form of demand**

A demand on the Guarantor for performance under this Deed may be in the form and contain any information as the Beneficiary determines. Where the demand relates to the payment of Guaranteed Money it shall specify the amount demanded and the basis of the calculation.

#### **10.7 Severability of provisions**

If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, 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.

#### **10.8 Remedies cumulative**

The rights and remedies conferred by this Deed on the Beneficiary are cumulative and in addition to all other rights or remedies available to the Beneficiary by law or by virtue of any Transaction Document or any Security.

#### **10.9 Waiver**

- (a) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law



or under this Deed by the Beneficiary will not in any way preclude, or operate as a waiver of, any 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) Any waiver, consent or approval given by the Beneficiary under this Deed will only be effective and binding on the Beneficiary if it is given or confirmed in writing by the Beneficiary, or given verbally and subsequently confirmed in writing by the Beneficiary.
- (c) No waiver by the Beneficiary of a breach of any term of this Deed will operate as a waiver of another breach of that term or of a breach of any other term of this Deed.

#### **10.10 Consents and approvals**

Where under this Deed the consent or approval of the Beneficiary is required to any act or thing then, unless expressly provided otherwise in this Deed, that consent or approval may be given or withheld in the absolute and unfettered discretion of the Beneficiary.

#### **10.11 Moratorium legislation**

To the fullest extent permitted by law, the provisions of all legislation whether existing now or in the future, operating directly or indirectly:

- (a) to lessen or otherwise to vary or affect in favour of the Guarantor any obligation under this Deed; or
- (b) to delay or otherwise prevent or prejudicially affect the exercise of any rights or remedies conferred on the Beneficiary under this Deed,

are expressly waived and excluded.

#### **10.12 Debit accounts and set-off**

The Beneficiary may without prior notice to the Guarantor set-off any amount which is owing on any account whatsoever by the Beneficiary to the Guarantor against any liability of the Guarantor to the Beneficiary under this Deed. The rights of the Beneficiary under this clause 10.12 are without prejudice and in addition to any other right or remedy to which it is at any time entitled.

#### **10.13 Counterparts**

This Deed may be executed in any number of counterparts and by the different parties on different counterparts, each of which constitutes an original of this Deed, and all of which together constitute one and the same instrument.

#### **10.14 Execution by less than all parties**

This Deed binds each of the persons executing it notwithstanding:

- (a) that one or more of the persons named in this Deed as a Guarantor may not execute or may not become or may cease to be bound by this Deed; or

- (b) that the Beneficiary may not execute or may only subsequently execute this Deed.

#### **10.15 Resolution of disputes binding**

The settlement or the final resolution of any dispute arising under or in connection with the Contract, including any dispute as to the Supplier's liability under or in connection with the Contract, in accordance with the procedures provided for in the Contract or otherwise as agreed between the parties in the Contract, will be final and binding on the Guarantor and the Guarantor will not reopen, revisit or otherwise dispute that settlement or resolution and the subject matter of that settlement or resolution.

#### **10.16 No right to be heard**

To the fullest extent permitted by law, the Guarantor waives and expressly disclaims any right to be heard at or appear in any proceedings (whether judicial, arbitral, administrative or of any other nature including but not limited to any alternative dispute resolution) conducted for the purpose of settling or resolving or attempting to settle or resolve any dispute referred to in clause 10.15 or otherwise to be involved in the settlement or resolution of any such dispute.

#### **10.17 Civil Liability Act**

- (a) It is agreed that the operation of Part 4 of the *Civil Liability Act 2002* (NSW) is excluded in relation to all and any rights, obligations and liabilities under this Deed whether such rights, obligations or liabilities are sought to be enforced as a breach of contract or a claim in tort or otherwise.
- (b) Without limiting the generality of clause 10.17(a), it is further agreed that the rights, obligations and liabilities of the Beneficiary and the Guarantor (including those relating to proportionate liability) are as specified in this Deed and not otherwise whether such rights, obligations and liabilities are sought to be enforced by a claim in contract, tort or otherwise.

#### **11 Maximum liability**

- (a) Subject to clauses 3(c), 3(d), 4.4 and 11(c):
  - (i) the liability of the Guarantor under this Deed shall not exceed the liability of the Supplier to the Beneficiary under the Contract;
  - (ii) the Guarantor shall have the same rights as, and shall not be in a less favourable position than the Supplier under the Contract.
- (b) For the purpose of clause 11(a), in determining the liability of the Supplier to the Beneficiary under the Contract, the extent to which the Contract is or may be unenforceable against the Supplier is to be disregarded.
- (c) Clause 11(a) does not limit the Guarantor's liability arising out of or in connection with a breach by the Guarantor of this Deed.

**Executed and delivered as a deed.**

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Roads and Maritime Services** ABN 76 236 371 088:

\_\_\_\_\_  
Director Signature

\_\_\_\_\_  
Director/Secretary Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Signed, sealed and delivered by

\_\_\_\_\_ in accordance with its constitution:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Schedule 1

Dispute provisions for certain foreign Guarantors

(Clause 9)

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**Explanatory Note:** Where the Guarantor is a foreign entity and resident in a jurisdiction with reciprocity of treatment in relation to the enforcement of judgments for the purposes of the *Foreign Judgments Act 1991* (Cth), clause 9.2 of the Deed will apply. If, however, the Guarantor is a foreign entity and resident in a jurisdiction where there is no reciprocity, clause 9.1 of the Deed and clauses 9.3 to 9.8 of this Schedule will apply.

**9.3 Reference to arbitration**

- (a) Any controversy, claim or dispute directly or indirectly based upon, arising out of, relating to or in connection with this Deed (including but not limited to any question relating to the existence, validity or termination of this Deed) shall be referred to and finally resolved by arbitration in accordance with the arbitration rules of the Australian Centre for International Commercial Arbitration (known as the ACICA Arbitration Rules).
- (b) The seat of the arbitration will be Sydney.
- (c) The number of arbitrators will be three.
- (d) The language of the arbitration will be English.

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#### 9.4 General principles

The parties further agree to the following general principles relating to the procedure of the arbitration:

- (a) that they have chosen arbitration for the purposes of achieving a just, quick and cost-effective resolution of any dispute;
- (b) that any arbitration conducted pursuant to this clause 9 shall not necessarily mimic court proceedings and the practices of those courts will not regulate the conduct of the proceedings before the arbitral tribunal;
- (c) that in conducting the arbitration, the arbitral tribunal must take into account the matters set out above, particularly in deciding issues such as:
  - (i) how many written submissions will be allowed;
  - (ii) where appropriate, the length of written submissions;
  - (iii) the extent of document discovery permitted, if any;
  - (iv) the consolidation of arbitration proceedings, when requested;
  - (v) the joinder of parties or the consolidation of proceedings, when requested;
  - (vi) the length of any hearing; and
  - (vii) the number of experts, if any, each party is allowed to appoint; and
- (d) that the arbitral tribunal has the power to grant all legal, equitable and statutory remedies, except punitive damages.

#### 9.5 Expedited proceedings

- (a) The parties agree that the arbitral tribunal will conduct the arbitration as expeditiously as possible and no party will unnecessarily delay the arbitration proceedings.
- (b) All evidence in chief will be in writing, unless otherwise ordered by the arbitral tribunal.
- (c) Each party may only rely upon one expert witness in respect of any recognised area of specialisation, unless otherwise ordered by the arbitral tribunal.
- (d) After consultation with the parties the arbitral tribunal will determine whether to conduct the proceedings on the basis of documents and other materials only or whether an oral hearing will be held. In doing so the arbitral tribunal shall have particular regard to the parties' request for an expedited procedure and the rules of natural justice.

- (e) If the arbitral tribunal determines that an oral hearing will be conducted, the following principles will apply in respect of the oral hearing:
- (i) the duration of the oral hearings shall be fixed by the arbitral tribunal;
  - (ii) unless otherwise ordered by the arbitral tribunal, the oral hearing shall be conducted on a stop-clock basis with the effect that the time available to the parties will be split equally between the parties so that each party shall have the same time to conduct its case unless, in the opinion of the arbitral tribunal, such a split would breach the rules of natural justice or is unfair to one of the parties;
  - (iii) oral evidence in chief at the hearing shall be permitted only with the permission of the arbitral tribunal for good cause;
  - (iv) not less than 14 days prior to the date fixed for the oral hearing, or any other period of time specified by the arbitral tribunal, each party shall give written notice of those witnesses (both factual and expert) of the other party that it wishes to attend the hearing for cross- examination; and
  - (v) in exceptional circumstances the arbitral tribunal may extend the time for the oral hearing set pursuant to clause 9.5(e)(i) above.

**9.6 Consolidation**

The parties agree that section 24 of the *International Arbitration Act 1974* (Cth) will apply in respect of consolidations.

**9.7 Joinder**

The arbitral tribunal has the power, on the application of any party to this arbitration agreement, to allow a third party who the arbitral tribunal considers has a sufficient interest in the outcome of the arbitration to be joined in the arbitration as a party. Each party to this Deed hereby consents to such joinder. In the event of such joinder of parties in the arbitration, the arbitral tribunal has the power to make a single final award, or separate awards, in respect of all parties so joined in the arbitration.

**9.8 Award final and binding**

Any award will be final and binding upon the parties.

## Schedule 2 Joint Venture provisions

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**Explanatory Note:** If the Supplier is a Joint Venture, the following amendments to the Deed apply:

- (a) (the definition of 'Relevant Person' is amended to read:
- (b) Relevant Person means the Supplier, each Parent Company Guarantor and any person who has executed a Security in favour of the Beneficiary.
- (c) clause 2.2 is amended to read:

### 2.2 Payment of Guaranteed Money

- (a) (Subject to clause 2.2(b), if the Supplier does not pay the Guaranteed Money when due, the Guarantor must on demand pay to the Beneficiary the Guaranteed Money which is then due and payable.
- (b) The Guarantor shall not be liable to pay to the Beneficiary any part or parts of the Guaranteed Money which have been paid to the Beneficiary by another Parent Company Guarantor.
- (d) clause 2.3 is amended to read:

### 2.3 Perform obligations

- (a) Subject to 2.3(b), if the Supplier defaults in the performance or observance of any of the Supplier's Obligations, the Guarantor shall, in addition to its obligations under clause 2.2 of this Guarantee, on demand from time to time by the Beneficiary, immediately perform (or procure the performance of) any of the Supplier's Obligations then required to be performed by the Supplier in the same manner and on the same terms as the Supplier is required to perform the Supplier's Obligations.
- (b) The Guarantor shall not be responsible for performing the Supplier's Obligations to the extent the relevant Supplier's Obligations have been performed by another Parent Company Guarantor.
- (e) the first paragraph of clause 4.2 is amended to read:

### 4.2 Unconditional liability

Except to the extent of a reduction in the Guarantor's liability expressly provided for in clauses 2.2(b) or 2.3(b), the liability of the Guarantor under this Deed will not be affected by any thing which, but for this clause 4.2, would release the Guarantor from or reduce that liability, including but not limited to:

- (f) clause 4.2(o) is amended to read:
  - (o) **(Administration):** the provisions of section 440J of the *Corporations Act 2001* (Cth) so operating as to prevent or delay:
    - (i) the enforcement of this Guarantee against any Guarantor; and/or

(ii) any claim for contribution against any Guarantor; or

(g) clause 4.3 is amended to read:

4.3 No marshalling

The Beneficiary is under no obligation to marshal or appropriate in favour of any Guarantor or to exercise, apply, transfer or recover in favour of any Guarantor any Security or any funds or assets that the Beneficiary holds, has a claim on, or is entitled to receive.

(h) clause 10.15 is amended to read:

10.15 Resolution of disputes binding

The settlement or the final resolution of any dispute arising under or in connection with the Contract, including any dispute as to the Supplier's liability under or in connection with the Contract, in accordance with the procedures provided for in the Contract or otherwise as agreed between the parties in the Contract, will be final and binding on each of the Guarantors and a Guarantor will not reopen, revisit or otherwise dispute that settlement or resolution and the subject matter of that settlement or resolution.

*JKK*



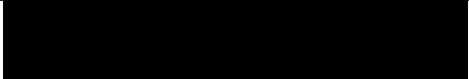
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# Schedule 11 – Site Access Schedule

(clause 20.1)

Delivery Phase	Duration of Access or Staged Dates	Nature of Access
Infrastructure procurement and set up of core		Space, access permission to Data Centre, power, communications, etc

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*10/1*







[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

*check*

# Schedule 13 – Transition-Out Services

(clause 44)

## 1 Transition-Out Services

### 1.1 Transition-Out Services

- (a) Transition-Out Services that the Principal may request under clause 44 include:
- (iii) doing all things, executing all documents and providing the Principal with all assistance, information, forms, templates and documents which the Principal considers necessary or desirable to enable services similar to the Services to be provided by the Principal internally (or a nominee of the Principal) in a manner which ensures the orderly and seamless transition and continuity of service;
  - (iv) taking all necessary steps to transfer or license to the Principal (or a nominee of the Principal) any intellectual property rights that the Principal requires to perform any Services;
  - (v) taking all steps necessary to transfer to the Principal (or a nominee of the Principal) the benefit of any contracts that the Principal requires to perform any Services;
  - (vi) if the Principal has elected to retain access to and use of the System (including Hardware and Software), providing all necessary assistance as required by the Principal to facilitate ongoing use of the System (including Hardware and Software), including:
    - (A) using its best endeavours to procure for the Principal (or a nominee of the Principal) licences to use any third party software used by the Supplier in delivering the Services; and
    - (B) granting the Company (or a nominee of the Company) free of charge a non-exclusive licence of any software owned by the Contractor and used by the Contractor in delivering the Services, subject to the payment by the Company of reasonable fees in respect of the maintenance (including the provision of support and upgrades) of that software, which fees shall not exceed [REDACTED] of the Contractor's then current licence fees for that software;
  - (vii) if the Principal has not elected to retain access to and use of the System (including Hardware and Software), providing reasonable assistance in the transition to an alternative system;
  - (viii) the transfer of knowledge from the Supplier to the Principal in relation to the System or the Services (including the methods and skills that the Supplier uses to provide the Services);
  - (ix) offering the Principal the right to acquire any assets of the Supplier that are used to provide the Services at the lower of the market price or the written down book value; and

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- (x) except as otherwise directed by the Principal, continuing to provide the Services on the same terms as this Agreement (including the Service Levels).
- (e) Unless otherwise directed by the Principal, the Supplier must do everything within its reasonable control to ensure that there is no disruption to the Services or any adverse impact on any part of the Principal's customer service operations in providing Transition-Out Services.
- (f) The Supplier irrevocably appoints the Principal as its agent for the purpose of implementing arrangements for the novation or assignment of any third party agreements, licences or other contractual arrangements entered into by the Supplier in relation to the Services as part of providing the Transition-Out Services.

## 1.2 Examples of Transition-Out Services

Transition Out Services the Supplier must provide pursuant to clause Schedule 131.11 of Schedule 13 include:

- (a) providing technical information about the System, such as data formats and fields (including database schema), interface specifications and business rules;
- (b) providing data conversion assistance, including the extraction, transformation and the loading of the data, and any services required by the Principal to migrate any Principal Data to a replacement or alternative system to the System;
- (c) providing access to equipment, systems and documentation;
- (d) delivering data, documentation, records or the Principal's property in the Contractor's possession or control to the Principal or its nominee;
- (e) providing reasonable training in relation to the System to the Principal or its nominee;
- (f) arranging or procuring the secondment from time to time of suitably qualified personnel as are reasonably required by the Principal in connection with the transition process;
- (g) using its best endeavours to cause any subcontractor of the Contractor or other third parties which are utilised by the Contractor in the provision of the Services or the System, to enter into agreements with the Principal or its nominee on terms and conditions no less favourable than those offered to the Supplier; and
- (h) novating or assigning or securing the novation or assignment of any contracts with the subcontractors of the Supplier or other third parties which are utilised by the Supplier in the provision of the Services or System.

## 1.3 Completion of Transition-Out Services

- (a) The Supplier acknowledges that the Transition-Out Services will not be completed until accepted by the Principal in accordance with all the criteria set out in the Transition-Out Plan.

- (b) the Principal may terminate the Transition-Out Services, in whole or in part, at any time by giving the Supplier 5 Business Days written notice of such termination.

#### 1.4 Additional services

The parties will determine any requirements for additional services that may be required to ensure an orderly transition and continuity of service and if requested, the Supplier will provide a quotation for the provision of any such additional services within 30 days after request by the Principal.

## 2 Transition-Out Project Management services

### 2.1 Project Management services

Project management services in relation to the Transition-Out Services that the Principal may request under clause 44, include:

- (a) liaising with the Principal and any new supplier or incoming service provider as reasonably necessary while carrying out the Transition-Out Services;
- (b) managing the Transition-Out Services in accordance with a recognised quality control management system;
- (c) identifying risks to the timely and successful completion of the Transition-Out Services and formulating and implementing measures which remove or minimise those risks;
- (d) identifying potential areas that it anticipates may increase the cost to the Principal of the Transition-Out Services or cause the Transition-Out Services to fail to comply with the Transition-Out Plan and advising the Principal of possible corrective action;
- (e) coordinating the work done so that it occurs with a minimum disruption to the normal operations of the Principal; and
- (f) any other project management services described in the Transition-Out Plan.

### 2.2 Project Manager

- (a) Within 5 Business Days of the commencement of Transition-Out Services, the Supplier must appoint a Project Manager approved by the Principal to manage the Transition-Out Services.
- (b) The Project Manager must:
  - (i) manage the Transition-Out Services on a full-time and exclusive basis;
  - (ii) have all the necessary skills and experience to perform his or her role and duties;
  - (iii) be the Principal's single point of responsibility for the delivery of the Transition-Out Services;

(iv) attend and participate in all meetings as required by the Principal in relation to the Transition-Out Services, including the meetings set out in clause 3 of this Schedule.

(c) The Supplier acknowledges that the Project Manager will be considered Supplier Key Personnel under this Agreement and the provisions of clause 17 (Supplier Personnel) of the General Terms apply in full in respect of the Project Manager.

### **3 Meetings**

#### **3.1 Meetings**

When providing Transition-Out Services, the Supplier must attend the following meetings:

- (a) Project status meeting each week;
- (b) Technical meeting each week; and
- (c) any other meetings as required by the Principal in relation to the Transition-Out Services.

### **4 Reporting and Delays**

#### **4.1 Reporting**

The Supplier must provide regular reports to the Principal in relation to its performance in achieving transition of the Services against the Transition-Out Plan.

#### **4.2 Delays**

- (a) As soon as the Supplier becomes aware that it may not be able to achieve any Milestone Due Dates or other dates set out in the Transition-Out Plan, the Supplier must notify the Principal in writing, setting out:
  - (v) the details of the possible or actual delay, including the cause (whether because of any act or omission of the Principal, the Supplier, any other party, or as a result of a Force Majeure Event);
  - (vi) the steps the Supplier intends to take to avoid or minimise the delay; and
  - (vii) the period, if any, by which the Supplier considers the date for meeting the relevant obligation should be extended.
- (d) If the Supplier notifies the Principal under clause 4.2(a) of this Schedule of the possible or actual delay, then the Principal may in its sole discretion, extend the time for meeting the affected obligation(s). Any extension of time is without prejudice to any of the Principal's rights and remedies under this Agreement or arising at Law.

## **5 Assistance with tenders and co-operation with suppliers**

### **5.1 Assistance with tenders**

If requested by the Principal, the Supplier must (at the Principal's cost) provide such information and assistance as the Principal may reasonably require in relation to preparing requests for tender and performing technical evaluation of proposals from other suppliers. For the avoidance of doubt, the Supplier will not be required to disclose any Confidential Information of the Supplier or Supplier Personnel.

### **5.2 Co-operation with suppliers**

The Supplier must co-operate and work with any new suppliers engaged by the Principal, and do everything possible to ensure an effective and orderly transition to the new supplier(s).

### **5.3 Third level support for Software**

If requested by the Principal, for a period of not less than five years following the completion of Transition-Out Services, the Supplier must provide or procure from relevant third parties third level support (encompassing at least error correction and provision of Updates) for the Supplier Licensed Software and the Procured Third Party Software on terms which are:

- (a) commercially reasonable; and
- (b) no less favourable than those offered by the Supplier or relevant third party to similar customers.

## Schedule 14 – Project Management Plan

*(clause 48.1)*

The documents contained in Appendix D of the SWTC (Delivery Services).

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# Schedule 15 - Concept Design & Bill of Materials

*(clause 4.1)*

The documents contained in Appendix E to the SWTC (Delivery Services).

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## Schedule 16 – Amendments due to Pre Agreed Changes

(clause 29.7)

Item	Pre-Agreed Change	Relevant amendments to SWTC	Change Cost	Exercise Date
1	Integrate the TRARM with one (1) additional Toll Point that conforms to an Interface Specification for a previously-integrated Toll Point.	Already contemplated in the SWTC Delivery		Any time
2	Price to develop an RSS interface to a new Interface Specification.	Already contemplated in the SWTC Delivery		Any time
4	Extend the period by which the Operations and Maintenance Phase may be extended by a further 5 years		<div style="background-color: black; width: 100px; height: 15px; margin-bottom: 5px;"></div> Supplier will be entitled to an adjustment to the Service Levels and	Any time

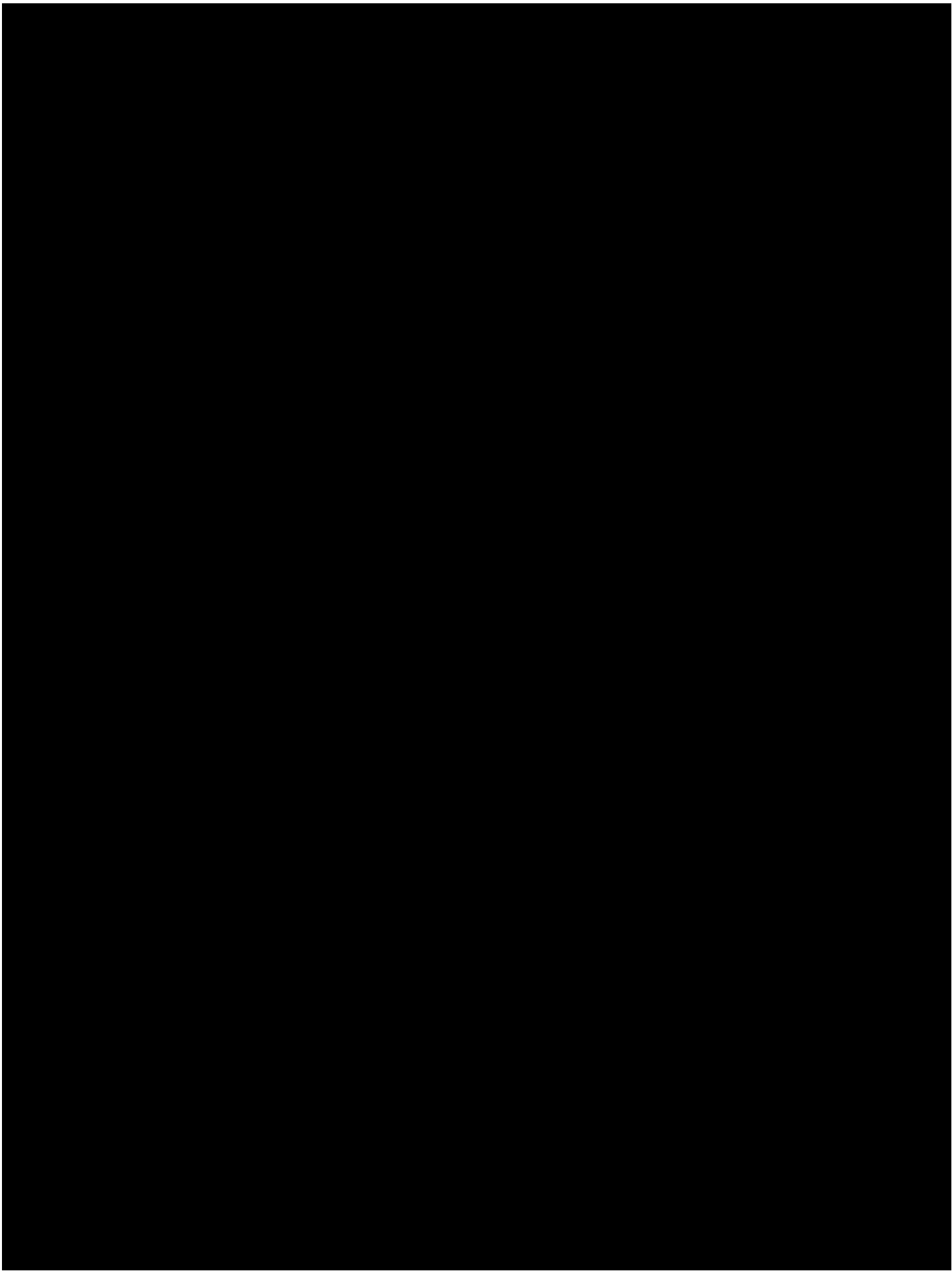
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			Operations and Maintenance Fees at the time of extension for matters or market forces outside of the Supplier's reasonable control which reasonably or necessarily affect the service levels and operations and maintenance fees.	
5	Integration for the Sydney Harbour Bridge and Sydney Harbour Tunnel toll points to the same interface specification as the M4 Widening RSS, on the basis that the Supplier will use its best endeavours to deliver this Pre Agreed Change as soon as possible after Practical Completion for Release 1.	Already contemplated in the SWTC Delivery		Any time

*Handwritten signature*

# Annexure A – SWTC for Delivery Services

*yes*



Max

