

## Deed of Variation

### Service Agreement: Core Upgrade

**The Crown in Right of Tasmania**

and

**Ericsson Australia Pty Ltd**

Ref PvR:JP:511766

Doc ID 609190523/v2

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# Deed of Variation

Date 11 February 2019

**Parties** **The Crown in Right of Tasmania**  
represented by the Department of Police, Fire and Emergency Management (formerly the Department of Police and Emergency Management) of 47 Liverpool Street, Hobart, Tasmania  
(Crown)

**Ericsson Australia Pty Ltd**  
ACN 004 071 854 of Level 8, 818 Bourke Street, Docklands, Victoria  
(Contractor)

**Recitals** A. The parties to this deed are parties to the Service Agreement.  
B. The parties agree to vary the Service Agreement in accordance with this deed.

This deed witnesses that in consideration of, among other things, the mutual promises contained in this deed the parties agree as follows:

## 1. Definitions and Interpretation

### 1.1 Definitions

Capitalised words that are defined in the Service Agreement and are not otherwise defined in this deed have the meaning as defined in the Service Agreement.

In this deed:

**Accepts** has the meaning given to that term in Schedule 20(b) of the Service Agreement proposed under this deed.

<b>Agreement Items</b>	has the meaning given to that term in Schedule 20(b) of the Service Agreement proposed under this deed.
<b>Key Milestones</b>	has the meaning given to that term in Schedule 20(b) of the Service Agreement proposed under this deed.
<b>Service Agreement</b>	means the service agreement dated 22 December 2015 between the Crown and the Contractor.
<b>Variation Date</b>	means the date of this deed.

## 1.2 Interpretation

In this deed unless a contrary intention is expressed:

- (a) headings and italicised, highlighted or bold type do not affect the interpretation of this deed;
- (b) the singular includes the plural and the plural includes the singular;
- (c) a gender includes all other genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this deed have a corresponding meaning;
- (e) a reference to a 'person' includes any individual, firm, company, partnership, joint venture, an unincorporated body or association, trust, corporation or other body corporate and any Government Agency (whether or not having a separate legal personality);
- (f) a reference to any thing (including any right) includes a part of that thing, but nothing in this clause 1.2(f) implies that performance of part of an obligation constitutes performance of the obligation;
- (g) a reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of, and a party, annexure, exhibit and schedule to, this deed and a reference to this deed includes any clause, annexure, exhibit and schedule;
- (h) a reference to a document (excluding this deed) includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to a party to any document includes that party's successors and permitted assigns;
- (j) a reference to time is to Hobart, Tasmania local time;

- (k) a provision of this deed may not be construed adversely to a party solely on the ground that the party (or that party's representative) was responsible for the preparation of this deed or the preparation or proposal of that provision;
- (l) the words 'include', 'including', 'for example', 'such as' or any form of those words or similar expressions in this deed do not limit what else is included and must be construed as if they are followed by the words 'without limitation', unless there is express wording to the contrary;
- (m) a reference to a day is to the period of time commencing at midnight and ending 24 hours later;
- (n) if a period of time is specified and dates from a day or the day of an act, event or circumstance, that period is to be determined exclusive of that day;
- (o) if an act or event must occur or be performed on or by a specified day and occurs or is performed after 5.00 pm on that day, it is taken to have occurred or been done on the next day; and
- (p) a reference to '\$', 'A\$', 'dollars' or 'Dollars' is a reference to the lawful currency of Australia.

### 1.3 Business Day

If anything under this deed is required to be done by or on a day that is not a Business Day that thing must be done by or on the next Business Day.

## 2. Variation of Service Agreement

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On and from the relevant Variation Date, the Service Agreement is varied:

- (a) in accordance with the marked up amendments contained in the document attached at Annexure A to this deed; and
- (b) by inserting the document attached at Annexure B to this deed into the Service Agreement as a new Schedule 20(b).

## 3. Ratification

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### 3.1 Service Agreement Continues

- (a) Subject to clause 2, the terms of the Service Agreement by this deed are ratified and confirmed and the Service Agreement continues in full force and effect as varied by this deed.
- (b) Each party is bound by the Service Agreement as varied by this deed.

### 3.2 No Prejudice as to Rights

Nothing contained in or implied by this deed abrogates, prejudices, diminishes or otherwise adversely affects any rights, remedies, obligations or liabilities of any of the parties arising with respect to any act, matter or thing done or effected or otherwise arising before the execution of this deed.

## 4. Representations and Warranties

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### 4.1 Warranties

Each party represents and warrants that at the time of execution and at each Variation Date:

- (a) it has full power and authority to enter into and to perform its obligations under this deed;
- (b) it has capacity to execute, deliver and comply with its obligations under this deed;
- (c) it has taken all necessary action, in connection with execution, to authorise the unconditional execution and delivery of, and the compliance with its obligations under this deed;
- (d) this deed is a valid and legally binding obligation and is enforceable against each party in accordance with its terms, subject to principles of equity and rules affecting creditor's rights generally;
- (e) this deed is entered into in accordance with the Service Agreement; and
- (f) its unconditional execution and delivery of, and compliance with its obligations under, this deed do not contravene;
  - (i) the rules of any Government Agency;
  - (ii) its constituent documents;
  - (iii) any agreement to which it is party; or
  - (iv) any of its obligations to another person.

### 4.2 Survival of Representations and Warranties

The warranties and representations in clause 4.1 survive the execution of this deed and the variation of the Service Agreement.

## 5. Inconsistency

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If any provision in this deed is inconsistent with a provision of the Service Agreement, this deed will prevail to the extent of the inconsistency.

## 6. Goods and Services Tax (GST)

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Clause 54 of the Service Agreement (Goods and Services Tax) is taken to be set out in full as a binding provision of this deed, as though any reference in that clause that relates to the Service Agreement related in the same way to this deed.

## 7. Notices

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Clause 44 of the Service Agreement (Notices) is taken to be set out in full as a binding provision of this deed, as though any reference in that clause that relates to the Service Agreement related in the same way to this deed.

## 8. General

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### 8.1 Entire Agreement

This deed contains the entire agreement of the parties with respect to its subject matter. It sets out the only conduct relied on by the parties and supersedes all earlier conduct by the parties with respect to its subject matter.

### 8.2 Confidentiality

Clause 35 (Confidentiality) of the Service Agreement is taken to be set out in full as a binding provision of this deed, as though any reference in that clause that relates to the Service Agreement related in the same way to this deed.

### 8.3 Costs and Expenses

Each party must pay its own costs (including legal costs) and expenses in connection with the negotiation, preparation, execution and delivery of this deed.

### 8.4 Waiver

- (a) A waiver of a right, remedy or power must be in writing and signed by the party giving the waiver.
- (b) A party does not waive a right, remedy or power if it delays the exercising, fails to exercise or only partially exercises that right, remedy or power.

- (c) A waiver given by a party in accordance with clause 8.4(a):
  - (i) is only effective in relation to the particular obligation or breach in respect of which it is given and is not to be construed as a waiver of that obligation or breach on any other occasion; and
  - (ii) does not preclude that party from enforcing or exercising any other right, remedy or power under this deed nor is it to be construed as a waiver of any other obligations or breach.

#### 8.5 Severance

If a provision in this deed is wholly or partly void, illegal or unenforceable in any relevant jurisdiction that provision or part must, to that extent, be treated as deleted from this deed for the purposes of that jurisdiction. This does not affect the validity or enforceability of the remainder of the provision or any other provision of this deed.

#### 8.6 Further Assurances

Each party will take all steps, execute all documents and do everything reasonably required by the other party to give effect to any of the transactions contemplated by this deed.

#### 8.7 No Assignment

A party must not assign or otherwise deal with any rights or interest in this deed without the written consent of the other party.

#### 8.8 Governing Law and Jurisdiction

- (a) This deed is governed by the law of Tasmania and the parties submit to the jurisdiction of the courts of Tasmania.
- (b) Any proceedings issued against the Crown under, or about, this deed must be instituted either:
  - (i) in a Tasmanian court; or
  - (ii) in the Federal Court, from the Tasmanian Registry of that court.

#### 8.9 Attorney

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



#### 8.10 Counterparts

- (a) This deed may be executed in any number of counterparts, each signed by one or more parties. Each counterpart when so executed is deemed to be an original and all such counterparts taken together constitute one document.
- (b) A party that has executed a counterpart of this deed may exchange that counterpart with another party by faxing or emailing it to the other party or the other party's legal representative.

Signing page

Executed as a deed

Signed for and on behalf of The Crown in  
Right of Tasmania in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full name of witness (print)

\_\_\_\_\_  
Address of witness (print)

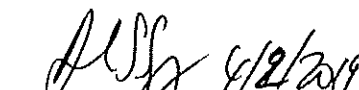
Executed by Ericsson Australia Pty Ltd  
ACN 004 071 854 in accordance with  
section 127(1) of the *Corporations Act 2001*  
(Cth) by:



\_\_\_\_\_  
Signature of Director 11. FEB. 19.

\_\_\_\_\_  
Emilio Romeo

\_\_\_\_\_  
Full name (print)



\_\_\_\_\_  
Signature of Director/Company Secretary

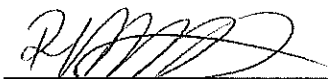
DAVID STEWART SPONG  
CFO/DIRECTOR, FINANCE & BUSINESS SERVICES

\_\_\_\_\_  
Full name (print)

Signing page

Executed as a deed

Signed for and on behalf of The Crown in  
Right of Tasmania in the presence of:



Signature of witness

Signature

Rebecca Toleath De Jong

Full name of witness (print)

13 Glenmore Drive, Hadspen, Tas.

Address of witness (print)

Executed by Ericsson Australia Pty Ltd  
ACN 004 071 854 in accordance with  
section 127(1) of the Corporations Act 2001  
(Cth) by:

Signature of Director

Signature of Director/Company Secretary

Full name (print)

Full name (print)

## Annexure A      Service Agreement

# Service Agreement

## Details

Parties	Crown, Contractor	
Crown	Name	<b>The Crown in Right of Tasmania</b> represented by the Department of Police, Fire and Emergency Management (" <b>Crown</b> ")
	Address	47 Liverpool Street, Hobart, Tasmania 7000
	Telephone	03 6173 2352
	Attention	Emsada Babic
Contractor	Name	<b>Ericsson Australia Pty Ltd ("<b>Contractor</b>")</b>
	Incorporated in	Victoria
	ACN	004 071 854
	Address	Level 8, 818 Bourke Street, Docklands, Victoria 3008
	Telephone	0438 327 009
	Fax	(03) 9301 3222
	Attention	Paul Copeland
Recitals	<b>A</b>	The Crown has accepted a tender from the Contractor to deliver the Services for the Department of Police, Fire and Emergency Management (" <b>Department</b> ").
	<b>B</b>	It is a condition of the tender, made by the Contractor and accepted by the Crown, that the parties will enter into this Agreement.
Date of agreement	See Signing page	



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# General Terms

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## 1 Definitions and interpretation

### 1.1 Definitions

In this Agreement capitalised terms and acronyms have the meaning given to them in the Glossary at Schedule 2.

### 1.2 Interpretation

In this Agreement, unless the contrary intention is expressed:

- (a) a reference to this Agreement includes its schedules, appendices, annexures and attachments, and any variation or replacement of any of it;
- (b) a reference to a statute, ordinance, code or other legislative instrument includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and conversely;
- (d) a reference to a gender includes reference to each other gender;
- (e) a reference to a person includes:
  - (i) an individual, a firm, a body corporate, an unincorporated association or a statutory or responsible authority or other authority, as constituted from time to time; and
  - (ii) the person's executors, administrators, successors and permitted assigns;
- (f) an agreement, representation or warranty by, or for, two or more persons binds, or is for their benefit, together and separately;
- (g) a covenant forbidding a person from doing something, also forbids that person from authorising or allowing another person to do it;
- (h) a reference to anything (including an amount) is a reference to all or any part of it, and a reference to a group of persons is a reference to any one or more of them;
- (i) a reference to a clause, paragraph, schedule, annexure or appendix, is a reference to a clause, paragraph, schedule, annexure or appendix in or to it;





- (j) a reference to “writing” includes a reference to printing, typing, lithography, photography and other methods of representing or reproducing words, figures, diagrams and symbols in a tangible and visible form;
- (k) a reference to a day is to be interpreted as the period of time starting at midnight and ending twenty-four (24) hours later;
- (l) a reference to a month or a year means a calendar month or a calendar year respectively;
- (m) words or phrases derived from a defined word have a corresponding meaning to the defined word;
- (n) a term of inclusion is not to be interpreted to be a term of limitation;
- (o) all references to monetary sums are to Australian currency;
- (p) a reference to the payment of money within a specified time, means the full crediting and clearance of any cheque or electronic transfer into the payee’s account within that time;
- (q) it operates under Tasmanian time;
- (r) if the day on or by which an act, matter or thing is to be done under it is not a Business Day, then that act, matter or thing must be done no later than the next Business Day;
- (s) an uncertainty or ambiguity in the meaning of a provision is not to be interpreted against a party only because that party prepared the provision; and
- (t) headings are included for convenience only, do not form part of it, and are not to be used in its interpretation.

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## 2 Conditions Subsequent

- (a) The Contractor must satisfy the following Conditions Subsequent:
  - (i) Bank Guarantee: delivery by the Contractor to the Crown of the Bank Guarantee within 10 Business Days from the Agreement Commencement Date;
  - (ii) Parent Company Guarantee: delivery by the Contractor to the Crown of the Parent Company Guarantee within 20 Business Days from the Agreement Commencement Date; and
  - (iii) Service commencement: the Service Commencement Date being no later than 26 December 2015 unless such failure is due to events directly caused by the Crown.



- (b) The Conditions Subsequent are solely for the benefit of, and may only be relied upon by, the Crown.
- (c) The Crown may impose conditions on the waiver by it of any of the Conditions Subsequent and any such conditions must be complied with by the Contractor.
- (d) Failure by the Contractor to satisfy a timing requirement under clause (a)(i) or (a)(ii) above will be deemed to be a material default under clause 40.1(a).
- (e) Subject to clause (f) below, if the Service Commencement Date has not been achieved within 40 Business days of the Agreement Commencement Date, other than due to events directly caused by the Crown, this will be deemed to be a material default by the Contractor under clause 40.1(a). For the purposes of this clause, the acceptance process detailed in clause 38.3 shall not be deemed to be an event directly caused by the Crown.
- (f) The 40 Business Day period specified in clause (e) above will exclude the testing and acceptance or rejection period as specified in clauses 38.3(a) to 38.3(h).
- (g) Subject to clause 57 and the satisfaction of all of the Conditions Subsequent or the waiver of such Conditions Subsequent in writing by the Crown, the Contractor may not invoice the Crown for Services performed under this Agreement prior to the Service Commencement Date.
- (h) Subject to clause (i) below, the Crown is not liable for, or in connection with, any Claim by the Contractor (and the Contractor is not entitled to make any Claim) arising out of or in connection with the termination of this Agreement due to a default by the Contractor under clauses (d) or (e) above.
- (i) A termination of this Agreement by the Crown under clause (h) above due to a default by the Contractor pursuant to clause (e) above, does not prevent the Contractor from taking legal action against the Crown for issuing a default notice under clause 40.1(a)(i).

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## 3 Term of Agreement

### 3.1 Term

- (a) Delivery of the Services shall commence on the Service Commencement Date and, unless terminated in accordance with this Agreement, will continue for the Initial Term.
- (b) The Crown must provide the Contractor with the commencement notice for the Contractor to commence performing the Services in accordance with clause 38.3 once the Crown has determined that the Contractor is able to provide the Services.



- (c) The Contractor must use its reasonable endeavours to ensure the Service Commencement Date will occur no later than 26 December, 2015.

### **3.2 Service Commencement Date**

No fees under this Agreement shall be payable by the Crown for any period prior to the Service Commencement Date.

### **3.3 Further terms**

The Crown may, in its absolute discretion, extend the Term of the Agreement for one or two Further Terms, by providing notice in writing to the Contractor by no later than the date which is three months prior to the expiration date of the Initial Term or the first Further Term (as the case may be).

### **3.4 Purchase order**

- (a) The Crown will provide the Contractor with a purchase order for:
  - (i) the Initial Term within 10 Business Days after the Agreement Commencement Date; and
  - (ii) within 20 Business Days upon providing its notice pursuant to clause 3.3 to extend the Agreement for the Further Term.
- (d) For the avoidance of doubt, the issue of a purchase order by the Crown in accordance with clause (a) above does not override, mitigate or restrict any of the terms of this Agreement.

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## **4 Delivery of the Services**

### **4.1 Delivery**

During the Term, the Contractor must:

- (a) supply the Services;
- (b) supply the Services, Out of Scope Services and TMRN Projects in accordance with Industry Best Practices to the level expected of a Competent Contractor;
- (c) comply with the directions of the Crown and the Crown's Representative;
- (d) be able to attend all Sites in all weather conditions, and ensure that all of the Contractor's employees, Affiliate employees, agents, Subcontractors and Third Party Providers are sufficiently resourced to attend the Sites in all weather conditions subject to compliance with Legislative Requirements;
- (e) comply with ISO 9001;



- (f) supply the Services in accordance with all Legislative Requirements;
- (g) meet the Target ATTRs; and
- (h) perform and complete the Services expeditiously and without delay.

#### **4.2 Supply of Services**

The Contractor acknowledges that:

- (a) it is supplying the Services to the Crown;
- (b) the Crown enters into this Agreement as owner and manager of the TMRN; and
- (c) the TMRN operates for the benefit of the TMRN Customers.

#### **4.3 Interface between Contractor and the TMRN**

- (a) Prior to the Service Commencement Date or at least three months prior to connecting its equipment and systems to the TMRN and installing or utilising the new Contractor Tools (including MSDP) or changes to existing Contractor Tools, whichever is the earlier, the Contractor must:
  - (i) provide the Crown with the high level structure, diagrams, schematics and details of the Contractor's systems, equipment and Contractor Tools and provide details of how these will connect to, interface with or be used within the TMRN;
  - (ii) only connect to or interface with the TMRN in a manner that is agreed and approved by the Crown;
  - (iii) not cause or permit any harm or damage to the TMRN; and
  - (iv) not compromise the performance or security of the TMRN.
- (b) For any existing Contractor Tools as at Service Commencement Date, the Contractor will provide the information as required in (a)(i) above if requested by the Crown in writing.
- (c) The Crown will be permitted to inspect the Contractor's facilities, systems and equipment through which the Contractor will connect to or interface with the TMRN.
- (d) The NOC Services will be delivered by the Contractor using MSDP.
- (e) Equipment that is part of the MSDP that has been installed into the TMRN is a Contractor Tool and remains the property of the Contractor subject to any agreement otherwise between the parties in writing.



- (f) Where the Contractor wants to make any change to the MSDP that impacts or changes the TMRN operations or how the MSDP is connected to the TMRN, the NOC Services or the Contractors Tools required for the MSDP in the TMRN, the Contractor must issue to the Crown a Change Request. Should the Crown (acting reasonably) require further information to be provided by the Contractor in relation to the Change Request, the Contractor must provide that additional information to the Crown within five Business Days. The Contractor must apply this process to all changes of the MSDP, the NOC Services and the Contractors Tools required for the MSDP in the TMRN.
- (g) Where a change to the MSDP is instigated by the Contractor and has not arisen due to any request or requirement of the Crown, the Contractor will be solely responsible for all its charges, fees, costs and expenses associated with the implementation of any Change Request for the MSDP, the NOC Services or the Contractors Tools required for the MSDP in the TMRN.
- (h) Confidential Material is confidential and remains the property of the Crown and, on expiration or earlier termination of this Agreement, the Contractor must comply with clause 33.2, and delete such Confidential Material from any hardware or equipment associated with the MSDP.
- (i) The Contractor will, at the request of the Crown in writing, provide the Crown with access to any Confidential Material stored on the MSDP in a timely manner.
- (j) All Alarms must be handled by the Contractor or the NOC in accordance with the procedures specified in the Alarms Database.
- (k) The Contractor is responsible for the maintaining the Alarms Database.
- (l) At all times the Contractor must keep the Alarms Database secure and only allow the Alarms Database to be accessed by appropriate employees, Affiliates (including any employee of its Affiliates), agents, Subcontractors and its Third Party Providers, and only those employees, Affiliates (including any employee of its Affiliates), agents, Subcontractors and its Third Party Providers that have satisfied the requirements of clause 15.
- (m) Module changes or additions which are a part of the MSDP and which will impact the TMRN operations, security, or Data must be agreed in writing by the Crown before any such additional modules or changes are made.

#### **4.4 Interface between Third Party Infrastructure, equipment and service suppliers**

- (a) The Contractor acknowledges that:
  - (i) in addition to itself, the Crown has arrangements with Third Parties for the supply of Infrastructure, equipment and services for the operation of the TMRN; and



- (ii) it has been made aware of these arrangements.
- (b) In order to ensure that the TMRN is operational at all times and so that the Contractor can provide the Services, the Contractor must manage the relationship with those Third Party suppliers, which shall include the following:
  - (i) reporting of faults and Interruptions with the Infrastructure, equipment and services to the Third Party suppliers where relevant; and
  - (ii) co-ordinating fault restoration, Planned Outages, works and repairs both by the Contractor and by the Third Party suppliers.

#### **4.5 Responsibility Allocation Matrix**

Except as otherwise provided in this Agreement, the Crown and the Contractor each accept the responsibilities and dependencies allocated respectively to each other as detailed in the Responsibility Allocation Matrix.

#### **4.6 Equipment repair and replacement**

- (a) The Contractor is responsible for the repair of all Equipment, excluding Infrastructure, which is defective, damaged or not working as a consequence of normal operation in accordance with the then configuration of the in service Equipment as recommended by the Contractor. The cost of repair of such Equipment forms a part of the Monthly Fee unless:
  - (i) the manufacturer of the piece of Equipment confirms in writing that:
    - (A) the availability of parts precludes economical repair of such Equipment; or
    - (B) the piece of Equipment is at the end of its support life;
  - (ii) following two repairs, the Crown elects in its discretion to procure at its cost, a replacement for that Equipment;
  - (iii) such Equipment is not a repairable piece of equipment (for example batteries);
  - (iv) such defect or damage was a direct result of a Force Majeure Event;
  - (v) the repair is due to acts of negligence or wilful damage by the Crown or its Third Party Providers or any Third Party not engaged by the Contractor; or
  - (vi) such defect or damage was a result of the Equipment operating outside of its normal operating parameters as a direct result of the Crown's instructions, of which instructions were contrary to the Contractor's recommendations.



- (b) If the Contractor elects in its discretion to replace a piece of Equipment that is defective, damaged or not working rather than repair, the Contractor will do so at its cost.
- (c) Any proposed replacement of Equipment with equipment that has not be previously been used in the TMRN must be approved by the Crown under a Change Request or otherwise in writing by the Crown.
- (d) Where the Crown agrees for the Contractor to do so, the Contractor may repair Equipment itself:
  - (i) provided that the Contractor has been authorized in writing by the relevant Equipment manufacturer to repair that Equipment and such written authorization has been provided to the Crown; or
  - (ii) where the Contractor demonstrates to the Crown that it has the requisite skills and knowledge to perform the repair of that piece of Equipment.

#### **4.7 Event notification**

The Contractor's Representative must immediately notify the Crown if:

- (a) the Contractor becomes aware or suspects at any stage or it is apparent that there is an Event or any issue with the Services or the ability of the Contractor to provide the Services;
- (b) the TMRN is operating in a manner outside of normal parameters;
- (c) a particular Event is or may materially impact the TMRN;
- (d) an Event may cause or produce any inconsistent or unintended consequences for the Crown or the TMRN Customers; and
- (e) there is a breach of the Intellectual Property rights of a Third Party.

#### **4.8 Preventative Maintenance**

- (a) The Contractor must undertake Preventative Maintenance on each Site at least twice per calendar year, with each PM being six months apart.
- (b) As a part of Preventative Maintenance, the Contractor must:
  - (i) each six months, issue to the Crown a schedule for Preventative Maintenance to be undertaken at each Site by the Contractor, which must be provided to the Crown by 1 January and 1 July of each year of the Term, and the Crown must approve that schedule in writing before any Preventative Maintenance can commence;



- (ii) update the annual Preventative Maintenance schedule on a monthly basis, including updating dates for planned Preventative Maintenance and inserting details of all completed Preventative Maintenance;
- (iii) provide a copy of the updated annual Preventative Maintenance schedule within 10 Business Days of the end of each Month;
- (iv) contact the Crown's Representative 15 minutes prior to undertaking any Preventative Maintenance on any Site; and
- (v) provide the Crown with a PM Completion Report within 10 Business Days of completion of Preventative Maintenance at a Site; and
- (vi) provide the Crown with a Notification Report where required within 10 Business Days following completion of Preventative Maintenance at a Site.

#### **4.9 Contractor maintenance of Crown owned generators**

As a part of the Services, the Contractor must have the mechanical servicing of all Crown owned generators in the TMRN completed in accordance with manufacturer instructions and where relevant, recommended maintenance cycles.

#### **4.10 Asset Management Database**

- (a) The Asset Management Database must be up to date at all times and may be examined by the Crown at any time upon reasonable notice.
- (b) In accordance with clause 37, the Crown may conduct an audit of the Equipment and the Asset Management Database at any time upon reasonable notice to the Contractor.
- (c) The Contractor must track and manage the deployment and use of all Equipment (excluding Infrastructure, cable trays, exhaust fans and HVAC Equipment) in the TMRN using the Asset Management Database.

#### **4.11 Change Control Board**

- (a) Within three months of the Service Commencement Date, the Crown and Contractor will establish the Change Control Board, which will meet monthly.
- (b) The Change Control Board shall review, assess, determine and administer:
  - (i) Change Requests;
  - (ii) all failed or backed out changes;
  - (iii) all standard Change Requests and their implementation status; and
  - (iv) the Change Management Process and the alteration of any processes.





- (c) The Contractor will nominate employees or agents with relevant expertise such as a network administrator, IT consultant, IP engineer or security manager to participate on the Change Control Board and who have relevant expertise in relation to the changes under consideration.
- (d) The Crown's Representative or its nominees will also participate on the Change Control Board.
- (e) A Change Request is to be prepared by the Contractor for each change to be discussed.
- (f) The Change Control Board will determine which changes can be deemed to be standard Change Requests and these changes can occur without the approval of the Change Control Board, but must be maintained in a "Change Request Register" for the Crown's review.

#### **4.12 Use of the TMRN**

- (a) Prior to the Service Commencement Date the Contractor must detail its intended usage, method and number of terminals of the TMRN for the approval of the Crown, with such approval not to be unreasonably withheld or delayed.
- (b) If the Contractor uses the TMRN, it must only use the TMRN to the extent that such use is required to supply the Services, Out of Scope Services and TMRN Projects.
  - (i) The Crown reserves the right to limit the Contractor's usage of the TMRN if it has adverse material impacts on the TMRN.
  - (ii) The Contractor must take reasonable steps to minimise its use of the TMRN.
  - (iii) If the Contractor becomes aware that an unauthorised Third Party is using the TMRN during the delivery of the Services, Out of Scope Services or TMRN Projects, where:
    - (A) it is a Security Incident, the Contractor will immediately notify the Crown in writing; or
    - (B) it is not a Security Incident, the Contractor will notify the Crown as soon as practicable.
- (c) It will be a fundamental breach of this Agreement if the Contractor uses the TMRN for purposes unrelated to the supply of the Services, Out of Scope Services or TMRN Projects or permits any Third Party to use the TMRN without the Crown's written authorisation.



#### 4.13 TMRN Customers

Prior to the Crown admitting any new TMRN Customers to use the TMRN, where possible, the Crown will provide the Contractor with 20 Business days notice and will discuss the impact of the additional TMRN Customers on the TMRN with the Contractor and both parties, acting reasonably, will agree if a Change Request or Variation Proposal is required.

#### 4.14 Model Environment

- (a) The Model Environment is provided for the following purposes:
  - (i) testing of Data back-ups and Data restoration for the TMRN;
  - (ii) testing of new equipment and software or proposed equipment and software for the TMRN, other than the equipment and software supplied by [REDACTED];
  - (iii) testing installation and integration methods and procedures for new equipment and software for any unit that is under a trial or pilot for introduction into the TMRN;
  - (iv) testing of [REDACTED] on [REDACTED], [REDACTED] and the [REDACTED];
  - (v) the testing of Change Requests including solution testing and pre-production deployment of fixes;
  - (vi) any other purposes reasonably required by the Crown in support of the TMRN; and
  - (vii) any other purposes reasonably required by the Crown not in support of the TMRN.
- (b) As a part of the Services, the Contractor will build, maintain, and manage the Model Environment.
- (c) The obligations under this clause 4.14 do not extend to where the Crown uses the Model Environment for the purposes specified in clause (a)(vii).
- (d) The Model Environment may be progressively expanded subject to agreement between the parties of any associated costs.
- (e) All costs, fees and charges associated with the building, maintenance, and management of the Model Environment are contained within the Monthly Fee, other than:
  - (i) the cost of new equipment procured in accordance with clause (g) below;



- (ii) shipping costs for relocation of loaned or procured equipment in accordance with clause (g) below;
  - (iii) any [REDACTED] services required to reconfigure loaned or procured equipment in order to be compatible and able to be used in the Model Environment;
  - (iv) any spectrum or frequency costs; or
  - (v) any expansion under (d) above.
- (f) The Contractor must:
  - (i) ensure that the Model Environment replicates the [REDACTED] [REDACTED]® core model of the TMRN production environment, to the extent the agreed Model Environment Equipment and system configuration allows such replication, unless otherwise agreed by the Crown; and
  - (ii) provide details to the Crown in writing of any differences between the Model Environment and TMRN production environment of the TMRN.
- (g) The Contractor will build the Model Environment using existing Spares, as detailed in Schedule 19 and will procure the remaining equipment for the Crown (with the exception of [REDACTED] loaned equipment) in accordance with clause 8.
- (h) The Contractor must ensure that any components for the Model Environment that are loaned by [REDACTED] will be provided for the Term.
- (i) The Contractor must ensure that:
  - (i) the Model Environment is wholly located [REDACTED] unless otherwise agreed in writing by the Crown; and
  - (ii) the Model Environment is not connected to the TMRN production environment, unless otherwise agreed in writing by the Crown using the Change Request process.
- (j) The Contractor must maintain the security of the Model Environment in accordance with the Security Policy.
- (k) Within three months of the Service Commencement Date, the Contractor must prepare, and obtain the Crown's approval for, a Model Environment establishment plan that describes:
  - (i) the role and function of the Model Environment;
  - (ii) the proposed design and layout of the Model Environment;
  - (iii) how the Model Environment will be used by the Contractor; and



- (iv) the Contractor's testing methodologies and the test documentation to be supplied by the Contractor to the Crown for each key role or function of the Model Environment.
- (l) The Model Environment must not be used by the Contractor until the Crown has approved the Model Environment establishment plan as required under clause (k).
- (m) All use of the Model Environment by the Contractor must be notified in accordance with clause 5.5 of this Agreement.
- (n) The Contractor is responsible for the cost of repairs or replacements related to any damage to the equipment, software or Spares within the Model Environment, except where this is directly caused by the Crown or Third Parties engaged by the Crown.

#### 4.15 Third Party Vendor Support Agreements

- (a) Third Party Vendor Support Agreements may be accepted at the sole discretion of the Crown, which include:

(i) [REDACTED] – [REDACTED] hardware replacement to [REDACTED];

(ii) [REDACTED] – 24x7 phone support with [REDACTED] hardware replacement shipped [REDACTED];

(iii) [REDACTED] phone support [REDACTED] day hardware replacement shipped [REDACTED];

(iv) Unitrends appliance - [REDACTED] / email support [REDACTED] of replacement parts and [REDACTED] replacement unit in the event of a hardware failure;

~~(i)~~(v) [REDACTED] providing next business day on-site support;

~~(ii)~~(vi) [REDACTED] support providing mission critical four hours on-site support; and

~~(iii)~~(vii) [REDACTED] maintenance and support under which email support of up to 10 tickets per year will be provided.

- (b) Where the Contractor has recommended the Crown enter into a Third Party Vendor Support Agreement in addition to the Third Party Vendor Support Agreements listed in (a) above and the Crown has agreed to do so, the Crown is responsible for the fees under the additional Third Party Vendor Support Agreements.



- (c) The Crown appoints the Contractor as its agent to exercise its rights and perform its obligations under each Third Party Vendor Support Agreement only to the extent necessary for the Contractor to perform its management obligations under this clause 4.15 in relation to that Third Party Vendor Support Agreement.
- (d) Under the Third Party Vendor Support Agreements, and as a part of the Services, the Contractor must:
  - (i) manage each Third Party Vendor Support Agreement as required for the Crown to receive the services and deliverables under the Third Party Vendor Support Agreement;
  - (ii) manage the Third Party so as to best encourage performance of the services and production of deliverables which are the subject of the Third Party Vendor Support Agreement in accordance with the requirements of that Third Party Vendor Support Agreement;
  - (iii) not purport to vary or terminate the Third Party Vendor Support Agreement without the Crown's prior written consent;
  - (iv) ensure affected Equipment and systems operate and are maintained in accordance with this Agreement;
  - (v) report any Faults with the supported equipment to the relevant Third Party under the Third Party Vendor Support Agreement;
  - (vi) co-ordinate and assist the Third Parties under the Third Party Vendor Support Agreements with Fault diagnosis and restoration of any Faults to deliver the Services under this Agreement;
  - (vii) verify and confirm that the Fault has been resolved by the Third Party under the Third Party Vendor Support Agreement and following up the Third Party where the support requirements have not been met;
  - (viii) develop and maintain proactive relationships with the Third Parties under the Third Party Vendor Support Agreements;
  - (i) act in the Crown's best interests and report any issues or problems to the Crown in a proactive and timely manner;
  - (ii) assist the Third Parties under the Third Party Vendor Support Agreements with access to the Sites, if required; and
  - (ix) comply with clause 15.12.



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## **5 Planned Outages, Urgent Planned Outages, Interruptions and Scheduled Works**

### **5.1 No interruptions**

The Contractor must provide the Services, Out of Scope Services and TMRN Projects in a manner that will not cause any unplanned interruption to the TMRN.

### **5.2 Planned Outages**

- (a) In order to create any Planned Outage in the TMRN the Contractor must provide a plan for the Planned Outage to the Crown and the Planned Outage can only commence once approved in writing by the Crown.
- (b) All decisions by the Crown on the plan for the Planned Outage are to be provided within five Business Days from the date of each written notification from the Contractor.
- (c) Plans for Planned Outages for each month during the Term must be provided by the Contractor to the Crown at least 10 Business Days before the commencement of each month, providing details of:
  - (i) dates;
  - (ii) times;
  - (iii) duration;
  - (iv) activities;
  - (v) any outages by Third Parties;
  - (vi) anticipated effects on the TMRN including:
    - (A) degradation to coverage; and
    - (B) level of TMRN functionality.
- (d) The Contractor must:
  - (i) with not less than two Business Days prior written notice, advise the Crown, of any changes to the plans for Planned Outages; and
  - (ii) Contact the Crown's Representative 15 minutes prior to undertaking Planned Outages on any Site.
- (e) If a Third Party has scheduled an outage, which will effect a Site, the Contractor will use its reasonable endeavors to schedule Planned Outages for



that Site at the same time as the Third Party outage in order to minimize disruption to the TMRN.

- (f) The Crown, reserves the right to require the Contractor to change the date and/or time of scheduled Planned Outages which the Crown believes will:
  - (i) have a material adverse impact on the operations or functions of the TMRN; or
  - (ii) interrupt the provision of required radio services.
- (g) All work associated with Planned Outages is to be performed so as to minimise disruption to the use of the TMRN by the Crown and the TMRN Customers.
- (h) If the Contractor has arrived at a Site and commenced work at that Site during a scheduled Planned Outage in accordance with the prior agreement of the Crown and the Crown requires the Contractor to cease such work, the Contractor must immediately advise the Crown:
  - (i) what work is still to be completed during the scheduled Planned Outage period;
  - (ii) what impact ceasing this work will have on the Site and the TMRN; and
  - (iii) whether the Contractor had planned to leave the Site following the completion of the work.
- (i) The Crown shall immediately consider the Contractor's advice provided in sub clause (h) and will in its sole discretion and in a timely manner direct the Contractor, acting reasonably:
  - (i) to cease work ;
  - (ii) permit the Contractor to leave the Site during the scheduled Planned Outage period;
  - (iii) to remain at the Site for the duration of the Planned Outage to complete its work; or
  - (iv) that is has extended the Planned Outage for a period that will allow the Contractor to complete its planned work at the Site.
- (j) The Contractor must comply with the reasonable decision of the Crown pursuant to sub clause (i).
- (k) If the Contractor is unable to complete its planned work at the Site due to the circumstances in sub clause (i) in the scheduled Planned Outage period despite using its best efforts to do so, the Crown will be responsible for the reasonable additional costs of the Contractor for completing the work at the Site



- (e) The consent of the Crown to an Urgent Planned Outage will only relate to the specific Urgent Planned Outage as notified by the Contractor to the Crown's Representative in accordance with sub clause (d).
- (f) The Crown, reserves the right to:
  - (i) prevent the Contractor from undertaking the Urgent Planned Outage; or
  - (ii) require the Contractor to change the date and/or time of Urgent Planned Outage which the Crown believes will:
    - (A) have a material adverse impact on the operations or functions of the TMRN; or
    - (B) interrupt the provision of required radio services.
- (g) All work associated with Urgent Planned Outages is to be performed so as to minimise disruption to the use of the TMRN by the Crown and the TMRN Customers.
- (h) If the Contractor has arrived at a Site and commenced work at that Site during a Urgent Planned Outage in accordance with the prior agreement of the Crown and the Crown requires the Contractor to cease such work, the Contractor must immediately advise the Crown:
  - (i) what work is still to be completed during the Urgent Planned Outage;
  - (ii) what impact ceasing this work will have on the Site and the TMRN; and
  - (iii) whether the Contractor had planned to leave the Site following the completion of the work.
- (i) The Crown shall immediately consider the Contractor's advice provided in sub clause (h) and will in its sole discretion and in a timely manner direct the Contractor, acting reasonably:
  - (i) to cease work ;
  - (ii) permit the Contractor to leave the Site during the Urgent Planned Outage;
  - (iii) to remain at the Site for the duration of the Urgent Planned Outage to complete its work; or
  - (iv) that is has extended the Urgent Planned Outage for a period that will allow the Contractor to complete its planned work at the Site.
- (j) The Contractor must comply with the reasonable decision of the Crown pursuant to sub clause (i).





## **5.4 Interruptions**

- (a) Where an Interruption occurs in the TMRN, the Contractor will co-ordinate and co-operate with relevant Third Parties as reasonably required to restore the TMRN to normal operations as quickly as possible.
- (b) If the Interruption cannot be immediately rectified by the Contractor, after consulting with the Crown, the Contractor may propose a Workaround for the Interruption.
- (c) An Interruption is not rectified if a Workaround is implemented to restore the TMRN to a reasonable level of operation, without permanently rectifying the Interruption.
- (d) The Contractor must provide the Crown with details of any Interruptions as a part of its monthly reporting requirements under clause 13.

## **5.5 Scheduled Works**

- (a) In order to perform the Scheduled Works, as required under the Services, the Contractor must provide a plan for the Scheduled Works to the Crown.
- (b) All decisions by the Crown on the plan for the Scheduled Works are to be provided within five Business Days from the date of each written notification from the Contractor.
- (c) Plans for Scheduled Works for each month during the Term must be provided by the Contractor to the Crown at least 10 Business Days before the commencement of each month, providing details of:
  - (i) dates;
  - (ii) times;
  - (iii) duration;
  - (iv) activities;
  - (v) anticipated effects on the TMRN including:
    - (A) degradation to coverage; and
    - (B) level of TMRN functionality.
- (d) With not less than two Business Days prior written notice, the Contractor must advise the Crown of any changes to the plans for Scheduled Works.
- (e) The Crown, reserves the right to:
  - (i) prevent the Contractor from undertaking the Scheduled Works; or



- (ii) require the Contractor to change the date and/or time of Scheduled Works which the Crown believes will:
  - (A) have a material adverse impact on the operations or functions of the TMRN; or
  - (B) interrupt the provision of required radio services.
- (f) All work associated with Scheduled Works is to be performed so as to minimise disruption to the use of the TMRN by the Crown and the TMRN Customers.

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## 6 Updates and Upgrades

### 6.1 Collection of Updates and Upgrades

- (a) Either or both of the Crown and the Contractor may be notified of or provided with Updates and Upgrades by Third Parties for the Equipment.
- (b) In addition to sub clause (a), the Contractor must:
  - (i) for Core Equipment, at least each six months actively search for and obtain Updates and Upgrades; and
  - (ii) for all other Equipment that is not Core Equipment, at least each 12 months actively search for and obtain Updates and Upgrades.
- (c) If the Crown receives an Update or Upgrade directly from a Third Party, the Crown shall provide that Update or Upgrade to the Contractor within five Business Days of the Crown having received it.

### 6.2 Assessment and Installation of Updates and Upgrades

- (a) Upon receipt by the Contractor of an Update or Upgrade:
  - (i) directly from a Third Party; or
  - (ii) from the Crown,

the Contractor must within five Business Days assess the applicability of the Update or Upgrade to the TMRN and determine if it fixes any issues relevant to the operation of the TMRN, and upon completion of its assessment of the Update or Upgrade, decide in its discretion whether to install the Update or perform the Upgrade.
- (b) The Contractor is solely responsible for all decisions regarding the installation or non installation of all Updates and Upgrades.
- (c) The Contractor is to keep a register of all Updates and Upgrades received or obtained by it clearly documenting the following information:



(including associated mobilisation costs) at a time as agreed pursuant to sub clause (a).

- (l) If the Contractor is unable to complete its planned work at the Site during the timeframe agreed by the Crown for the Planned Outage, the additional Planned Outage time (beyond that agreed) will be treated as a Fault in the TMRN.
- (m) The Parties will at all times, co-operate and liaise on the most effective approach to mitigate any disruption to the TMRN in circumstances when the Contractor is unable to complete its planned work at a Site as envisioned in this clause 5.2.

### **5.3 Urgent Planned Outages**

- (a) In order to create any Urgent Planned Outage in the TMRN the Contractor must contact the Crown's Representative immediately upon becoming aware of the need for the Urgent Planned Outage to obtain the consent of the Crown for the Urgent Planned Outage.
- (b) All decisions by the Crown on any Urgent Planned Outage are to be provided as soon as reasonably practicable after receiving a request from the Contractor.
- (c) An Urgent Planned Outage can only commence once approved by the Crown.
- (d) To obtain the consent of the Crown for Urgent Planned Outages, the Contractor must provide the Crown's Representative with details of:
  - (i) date;
  - (ii) time;
  - (iii) duration;
  - (iv) activities;
  - (v) the graphs readings or test results obtained from the Contractor's Tools or monitoring equipment;
  - (vi) cause of the Urgent Planned Outage; and
  - (vii) anticipated effects on the TMRN including:
    - (A) degradation to coverage; and
    - (B) level of TMRN functionality.



- (i) the date of receipt of the Update or Upgrade;
  - (ii) the date of completion of assessment of the Update or Upgrade;
  - (iii) the identification numbers as specified by the Third Parties upon issuing the Update or Upgrade;
  - (iv) a description of the effect of the Update or Upgrade;
  - (v) the reason for inclusion or rejection of the Update or Upgrade; and
  - (vi) the date the Update or Upgrade was installed into the TMRN (where applicable).
- (d) Notwithstanding that some Equipment and Third Party Equipment is subject to an arrangement directly between the Crown and a Third Party, in order to fulfil its obligations under this Agreement, the Contractor must act as the Crown's agent with those Third Parties, and deal with them directly on behalf of the Crown.
- (e) The Crown is to provide the Contractor with one login for any Equipment or Third Party Equipment to allow the Contractor, on behalf of the Crown, to login and access the support system provided to the Crown under the arrangements for the Equipment or Third Party Equipment.
- (f) Following the installation of an Update or Upgrade, the Contractor is responsible for the performance of the Update or Upgrade to ensure that it performs in accordance with the release notes for that Update or Upgrade.
- (g) If issues arise in the TMRN due to the non installation of Updates or Upgrades following the assessment by the Contractor under clause 6.2, the Contractor must install all necessary Updates and or Upgrades in order to resolve any issues in the TMRN.

### 6.3 Cisco equipment

Where made available or approved by [REDACTED] and Cisco Systems, Inc, the Contractor will assess, make all changes and do all things to the Cisco equipment, forming part of the Equipment, required to be done to the Cisco equipment software to address an issue with the Cisco equipment, taking into consideration the information provided by [REDACTED] and Cisco Systems, Inc.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]













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## 8 Procurement

### 8.1 Procurement

- (a) The Contractor is responsible for the selection, recommendation and procurement of all equipment, software, hardware, firmware, infrastructure, Consumables and Spares required for the Services and the continued operation and performance of the TMRN. Where there are selection options, the Crown shall have the right to decide which is the preferred option.
- (b) The Contractor must ensure that all quantities and types of equipment, software, hardware, firmware, infrastructure and Spares selected and procured by the Contractor pursuant to this clause 8 are suitable and appropriate for the continued operation and performance of the TMRN and are utilised in ESO networks similar to the TMRN.
- (c) The Contractor must analyse and provide advice to the Crown on the selection of equipment, software, hardware, firmware, infrastructure and Spares. The



analysis of equipment, software, hardware, firmware, infrastructure and Spares and advice to the Crown must address suitability for the local conditions in which that equipment will operate, suitability for high reliability ESO networks, lifecycle status, supportability (e.g. does it allow remote diagnostics, remote loading of software updates), support arrangements available from the Third Party supplier or manufacturer and cost effectiveness.

- (d) In accordance with clause 23, the item cost of Spares is the responsibility of the Crown, and the Contractor must use its reasonable endeavours to optimise the quantities and obtain the best price for the Spares provided that such optimisation shall not increase the aggregate cost of Spares to be supplied by the Contractor.
- (e) The Monthly Fee includes all costs (including labour costs) for selecting, procuring, storing, and replacing all Spares required for the Services and the continued operation and performance of the TMRN, other than the item cost of Spares procured by the Contractor on behalf of the Crown.



## 8.2 Delivery

- (a) The Contractor must at its own risk and expense (including appropriate insurances) procure and deliver to its facilities in [REDACTED] and to the Sites any and all equipment, software, hardware, firmware, infrastructure, Consumables and Spares as necessary, in an expeditious and orderly manner by the most appropriate mode of transport which the Contractor judges most suitable under all the circumstances.



- (b) All costs incurred by the Contractor under sub clause (a) shall be borne by the Contractor without any adjustment of the Monthly Fee or claim as an Out of Scope Service.

### **8.3 Spares**

- (a) The Contractor must submit to the Crown a quotation for Spares that are required to be purchased for the TMRN.
- (b) The quotation for Spares submitted by the Contractor must include the following information for each item:
  - (i) name, manufacturer, description, product code or part number for the Spare;
  - (ii) quantity or unit measurement of the Spare;
  - (iii) unit price (in Australian dollars);
  - (iv) applicable warranties and warranty period for the Spare and any software provided by the manufacturer;
  - (v) lead time (once ordered); and
  - (vi) information regarding shipment and insurance.
- (c) Each quotation provided under sub clause (a) must be valid for 20 Business Days.
- (d) The Crown shall advise the Contractor of its approval, partial approval or rejection of a quotation for Spares within 15 Business Days of receipt of the quotation from the Contractor under this clause 8.3.

### **8.4 Invoicing**

Invoicing and payment for Spares will be contacted in accordance with clause 23.

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## **9 Fault rectification, measurement and abatement**

### **9.1 Identification of Faults**

The Contractor must:

- (a) monitor the TMRN for all Alarms, Events and Faults; and
- (b) provide a telephone Service Desk facility 24 hours a day, seven days a week for the reporting and rectification of Faults within the TMRN by the Crown.



## 9.2 Rectification of Faults

- (a) As a part of the Services, the Contractor must:
  - (i) restore the TMRN to normal operations in accordance with Schedule 15 and as quickly as reasonably possible when Faults occur; and
  - (ii) rectify all Faults in the TMRN.
- (b) A Fault is not rectified if a temporary measure or Workaround is implemented to restore the TMRN to a reasonable level of operation, without permanently rectifying the Fault.
- (c) In cases where the Contractor anticipates that Fault rectification and service restoration cannot be completed within the required Target ATTR, the Contractor will as soon as possible, after consulting with the Crown:
  - (i) propose a temporary measure or a process to Workaround the Fault; and
  - (ii) provide a plan to fully rectify the Fault within a period of time that is longer than the Target ATTR.
- (d) Subject to the Contractor providing all information as reasonably requested by the Crown, all temporary measures or Workarounds with regard to a Fault must be agreed to by the Crown, which agreement shall not be unreasonably withheld or delayed.
- (e) Where the Contractor believes that a Stop the Clock Event applies to a Fault:
  - (i) prior to requesting approval for the Stop the Clock Event from the Crown's Representative, the Contractor must have first sought to implement a Workaround for the relevant Fault in accordance with clauses 9.2(c) and (d);
  - (ii) the Contractor must request the approval of the Crown's Representative for the Stop the Clock Event, and the Crown's Representative must have approved that request before the Stop the Clock Event will apply to the Fault;
  - (iii) before the Crown's Representative makes a decision on a Stop the Clock Event request from the Contractor, the parties must have first agreed the commencement time of that Stop the Clock Event;
  - (iv) the Crown's Representative will act reasonably when considering a request from the Contractor for a Stop the Clock Event, subject to the Contractor complying with clause 9.2(f);



- (v) if the Crown's Representative has approved a Stop the Clock Event, the Contractor must immediately advise the Crown's Representative of the cessation of the Stop the Clock Event, and the cessation time of the relevant Stop the Clock Event will be the time that the Contractor advises the Crown's Representative of its cessation, which for Stop the Clock Events approved for support under the Third Party Vendor Support Agreements will be the earlier of the time that:
  - (A) the Contractor receives the parts or replacement equipment from the Third Party under the Third Party Vendor Support Agreement; and
  - (B) the Third Party arrives at the relevant Site to rectify the Equipment the subject of the Third Party Vendor Support Agreement;
- (vi) the time between the agreed commencement time for a Stop the Clock Event pursuant to clause (iii) above and the cessation of the Stop the Clock Event pursuant to clause (v) above, will be the time period for a Stop the Clock Event for that Fault;
- (vii) where the Crown's Representative has approved a Stop the Clock Event for a Fault, unless agreed otherwise by the Crown's Representative, the Contractor must continue to rectify the Fault during the Stop the Clock Event;
- (viii) where the Crown's Representative has not approved a Stop the Clock Event for a Fault, unless agreed otherwise by the Crown's Representative, the Contractor must continue to rectify the Fault in accordance with the terms of this Agreement; and
- (ix) the Contractor must use its reasonable endeavours to minimise the time period of the Stop the Clock Event for that Fault and to restore the service of the TMRN as quickly as possible.
- (f) When requesting the approval of the Crown for a Stop the Clock Event, the Contractor must provide the Crown's Representative:
  - (i) with all details of the Workaround(s) sought prior to requesting the approval of the Crown for the Stop the Clock Event; and
  - (ii) with all information reasonably necessary for the Crown's Representative to make a decision on the Stop the Clock Event.
- (g) Where a Fault does not require Site attendance and can be remotely reset, and should a third occurrence of that Fault occur within 12 hours of the first Fault, the third Fault is then to be recategorised as a Level 1 Fault that requires Site attendance and the Contractor is to attend Site.



- (h) Where the Contractor believes that a Force Majeure Event applies to a Fault:
- (i) prior to requesting approval for the Force Majeure Suspension Period from the Crown's Representative, the Contractor must have first sought to implement a Workaround for the relevant Fault in accordance with clauses 9.2(c) and (d);
  - (ii) where the Fault requires Site attendance, the Contractor must have:
    - (A) attended the Site; or
    - (B) subject to compliance with Legislative Requirements, reasonably attempted to attend the Site, but was physically unable to do so due to the Force Majeure Event,

in order to actually verify the Force Majeure Event and upon becoming aware of the Force Majeure Event, the Contractor may only then request the approval of the Crown's Representative for the Force Majeure Suspension Period, and the Crown's Representative must have approved that request before the Force Majeure Suspension Period will apply to the Fault;
  - (iii) before the Crown's Representative makes a decision on a Force Majeure Suspension Period request from the Contractor, the parties must have first agreed the commencement time of that Force Majeure Suspension Period, taking into consideration the time taken to determine the Force Majeure Event;
  - (iv) the Crown's Representative will act reasonably when considering a request from the Contractor for a Force Majeure Suspension Period, subject to the Contractor complying with clause 9.2(i) below;
  - (v) if the Crown's Representative has approved a Force Majeure Suspension Period for that Fault, once the Force Majeure Event has ceased, the Contractor must as soon as reasonably practicable advise the Crown's Representative of the cessation of the Force Majeure Event, and the cessation time of the relevant Force Majeure Suspension Period will be the time that the Contractor advises the Crown's Representative of its cessation;
  - (vi) the time between the agreed commencement time for a Force Majeure Suspension Period pursuant to clause (iii) above and the cessation of the Force Majeure Suspension Period pursuant to clause (v) above, will be the time period for a Force Majeure Suspension Period for that Fault;
  - (vii) where the Crown's Representative has approved a Force Majeure Suspension Period for a Fault, unless agreed otherwise by the Crown's Representative, the Contractor must use its reasonable endeavours to



continue to rectify the Fault during the Force Majeure Suspension Period;

- (viii) where the Crown's Representative has not approved a Force Majeure Suspension Period for a Fault, unless agreed otherwise by the Crown's Representative, the Contractor must continue to rectify the Fault in accordance with the terms of this Agreement subject to compliance with Legislative Requirements; and
  - (ix) the Contractor must use its reasonable endeavours to minimise the time period of the Force Majeure Suspension Period for that Fault and to restore the service of the TMRN as quickly as possible.
- (i) When requesting the approval of the Crown for a Force Majeure Suspension Period, the Contractor must provide the Crown's Representative:
- (i) with all details of the Workaround(s) sought prior to requesting the approval of the Crown for the Force Majeure Suspension Period; and
  - (ii) with all information reasonably necessary for the Crown's Representative to make a decision on the Force Majeure Suspension Period.
- (j) Where the Contractor believes that a Fault is subject to an Extended FM Event:
- (i) prior to requesting approval for the Extended FM Event to apply to the Fault from the Crown's Representative, the Contractor must have first sought to implement a Workaround for the relevant Fault in accordance with clauses 9.2(c) and (d);
  - (ii) the Contractor may request the approval of the Crown's Representative for the Extended FM Event to apply to the Fault, and the Crown's Representative must have approved that request before the Extended FM Event will apply to the Fault;
  - (iii) the Crown's Representative will act reasonably when considering a request from the Contractor for an Extended FM Event, subject to the Contractor complying with clause 9.2(k) below;
  - (iv) if the Crown's Representative has approved an Extended FM Event for that Fault, the Contractor must as soon as reasonably practicable advise the Crown's Representative of the cessation of the Extended FM Event;
  - (v) where the Crown's Representative has approved an Extended FM Event for a Fault, unless agreed otherwise by the Crown's Representative, the Contractor must use its reasonable endeavours to continue to rectify the Fault; and



- (vi) where the Crown's Representative has not approved an Extended FM Event for a Fault, unless agreed otherwise by the Crown's Representative, the Contractor must continue to rectify the Fault in accordance with the terms of this Agreement subject to compliance with Legislative Requirements.
- (k) When requesting the approval of the Crown for an Extended FM Event , the Contractor must provide the Crown's Representative:
  - (i) with all details of the Workaround(s) sought prior to requesting the approval of the Crown for the Extended FM Event; and
  - (ii) with all information reasonably necessary for the Crown's Representative to make a decision on the Extended FM Event.
- (l) If an Extended FM Event occurs, the Contractor must keep a written record of all events, key times and actions taken by the Contractor and damage discovered by the Contractor for the Crown's insurance purposes.
- (m) For Repetitive Faults that are not previously diagnosed and already managed by Problem Management or a Cure Plan:
  - (i) the Contractor must undertake Problem Management for the Repetitive Faults and provide Cure Plans, where applicable, to the Crown for the repetitive Fault:
    - (A) where the Faults are Level 1 Faults, within 10 Business Days of the closure of the second repeat Fault occurring unless the root cause has been confirmed and resolved in the second repeat Fault or otherwise agreed by the Crown; or
    - (B) where the Faults are Level 2 Faults or Level 3 Faults, within 20 Business Days of the closure of the second repeat Fault occurring unless the root cause has been confirmed and resolved in the second repeat Fault or otherwise agreed by the Crown.
  - (ii) the Contractor may seek agreement from the Crown for a single Cure Plan to address the Repetitive Faults that are reasonably believed to have the same root cause;
  - (iii) where those Repetitive Faults are ongoing and where a Cure Plan has been previously provided, the Crown may agree that the Contractor does not need to produce a new Cure Plan each month; and
  - (iv) where the root cause of Repetitive Faults is due to a known external or environmental source as demonstrated by the Contractor and agreed by the Crown both acting reasonably, the Contractor does not need to perform clauses (i) to (iii) above.





### 9.3 Process for rectification of Faults

- (a) The Contractor must respond to or contact the Crown's Representative within:
  - (i) 15 minutes of notification or detection of an Event where the Crown has reported or the Contractor considers that it may be a Level 1 Fault; and
  - (ii) 60 minutes of notification or detection of an Event where the Crown has reported or the Contractor considers that it may be a Level 2 Fault or a Level 3 Fault.
- (b) The Contractor is able to rectify the Fault remotely (if possible) or by on Site activity.
- (c) Fault types will be categorised by the Crown as a Level 1 Fault, Level 2 Fault or a Level 3 Fault.
- (d) A Fault will remain in the category that it is assigned to by the Crown or the Contractor until it is rectified, however;
  - (i) if the Crown's Representative considers that the categorisation of a Fault is incorrect; or
  - (ii) if the Contractor considers that the categorisation of a Fault is incorrect and requests that the Crown change the categorisation of a Fault,  
  
the Crown will reconsider, acting reasonably, the categorisation of that Fault, and the Crown's Representative may change the status of the Fault to a different category.
- (e) Where this occurs, the name of the officers of the Contractor and Crown's Representative that agreed to this change, together with the date and time of this Agreement, must be noted in any correspondence relating to this change.
- (f) If the Crown's Representative notifies the Contractor that a Fault is a Level 2 Fault or a Level 3 Fault, and circumstances change that warrant a change in status of the Fault to a Level 1 Fault or a Level 2 Fault, the Crown's Representative may close the original Fault and open a new Fault. In this circumstance, the time taken to repair is not cumulative of both the original Fault and the newly opened Fault, and only the newly opened Fault will be included in the calculation of the Average ATTR.



#### **9.4 Target ATTR**

- (a) The Target ATTRs are applied in relation to two categories, being Faults that:
  - (i) do not require Site attendance, irrespective of whether the Site is a Remote Site or not; or
  - (i) do require Site attendance.
- (b) The Contractor, on notification or detection of a Fault, must rectify the Fault within the Target ATTRs.

#### **9.5 Calculating Average ATTR and ATTR**

- (a) For the purposes of calculating the time taken to rectify a Fault for the purposes of the Average ATTR and ATTR, where:
  - (i) the Fault is not at a Remote Site, time will start to run from when:
    - (A) the Fault is reported to the Contractor; or
    - (B) the Contractor become aware of the Fault through other means, such as Alarms;
  - (ii) the Fault is at a Remote Site, time will start to run from the time of arrival by the Contractor at the Remote Site, provided that the Contractor must proceed to the Remote Site as soon as possible after:
    - (A) the Fault is reported to the Contractor; or
    - (B) the Contractor become aware of the Fault through other means, such as Alarms,and using the most efficient method of transport to the Remote Site.
- (b) For the purpose of calculating the ATTR and the Average ATTR, a Fault is deemed to be closed if a Workaround for the Fault is:
  - (i) agreed to by the Crown in accordance with clause 9.2(d); and
  - (ii) implemented restoring the Site to full operation.
- (c) Where a single Fault extends over consecutive months, the time to resolve the Fault will be applied to the month in which the Fault is closed in accordance with clause (b) above and the relevant Fault will be deemed to be one Fault.
- (d) For the purposes of calculating the time taken to rectify a Fault for the Average ATTR and ATTR, a Stop the Clock Event will:



- (i) apply where the Contractor has requested that the Stop the Clock Event apply to that Fault and the Crown's Representative has approved the Stop the Clock Event in accordance with clauses 9.2(e) and 9.2(f); and
- (ii) will be removed from the ATTR for that Fault for the time period calculated in accordance with clause 9.2(e)(vi).

## **9.6 Average ATTR Monthly Abatement**

- (a) The Crown will be entitled to the Average ATTR Monthly Abatement where the Average ATTRs exceed the Target ATTRs and calculated in accordance with the Average ATTR Monthly Abatement Tables.
- (b) The Average ATTR Monthly Abatement:
  - (i) may be made up from a combination of non Site attendance and Site attendance Average ATTRs for each of Level 1 Faults, Level 2 Faults and Level 3 Faults; and
  - (ii) must not exceed 10% of the Monthly Fee for that month.
- (c) Average ATTR Monthly Abatements that are incurred in any month during the Term will be applied against the following month's invoice for the Monthly Fee and will be the Crown's sole abatement remedy for the Contractor's failure to satisfy the Target ATTR. Where this is not possible (for instance at the end of the Term), a refund is to be issued by the Contractor to the Crown within 20 Business Days of the end of the month in which the Average ATTR Monthly Abatement accrues.
- (d) Worked examples of the calculation of the Average ATTR Monthly Abatements are detailed in Annexure C.
- (e) The following will be excluded from the calculation of the ATTR Monthly Abatement:
  - (i) where any negligent act or omission of the Crown or any Third Party Party not engaged by the Contractor or a TMRN Customer contributes to the Contractor failing to meet the Target ATTRs the Contractor's consequential failure to rectify that Fault within the Target ATTRs will be excluded from the calculation of ATTR Monthly Abatement for that month;
  - (ii) breach of the Agreement by the Crown that directly causes the Contractor to fail to meet the Target ATTR;
  - (iii) a Stop the Clock Event; and



- (iv) any cease work notices issued by the Crown and the events referred to in clause 9.7(c).
- (f) If a Fault is the result of a Force Majeure Event or a Fault has been unable to be rectified by the Contractor due to a Force Majeure Event and the Crown has approved a Force Majeure Suspension Period in accordance with clause 9.2(h), the Force Majeure Suspension Period for that Fault will be excluded from the calculations of Average ATTR and ATTR Monthly Abatement for that month. For clarity, but for the Force Majeure Suspension Period, the Contractor must remedy the Fault within the relevant Target ATTR.
- (g) If a Fault is the result of an Extended FM Event or a Fault has been unable to be rectified by the Contractor due to an Extended FM Event and the Crown has agreed to an Extended FM Event for that Fault in accordance with clause 9.2(j), only the period from the commencement time to rectify (calculated in accordance with clause 9.5(a)) and subject to clause 9.2(h), until the approval of the Extended FM Event, will be included in the calculations of Average ATTR and ATTR Monthly Abatement for that month.
- (h) If Faults continue to occur within 10 Business Days of the cessation of the Extended FM Event at a Site, that has been subject to an Extended FM Event approved by the Crown, and the Faults relate to Equipment directly impacted by the Extended FM Event, these Faults will be excluded from the calculations of Average ATTR and ATTR Monthly Abatement for that month subject to the Contractor providing full details of those Faults in the monthly "Fault Report."
- (i) Where Faults are caused by systems and services provided by Third Parties engaged by the Crown, the Contractor is allowed to exclude the service interruption time for Faults caused by those Third Party systems and services from the ATTR regime. The amount of time to be removed from the Average ATTR calculation is to be agreed by the Crown and the Contractor, both acting reasonably.
- (j) The Contractor must provide all information as is requested by the Crown's Representative with regard to Faults, Alarms, Events, the Average ATTR and ATTRs as to its performance against any or all of the Target ATTRs. The Contractor must provide the requested information as detailed in Business Operations Manual within two Business Days of receiving the request and in a format approved by the Crown.

## **9.7 Antenna Fault rectification**

- (a) Where an antenna system or associated Equipment is suspected or identified as being faulty, this will be categorised as a Level 1 Fault - Site Attendance unless otherwise determined by the Crown in accordance with Schedule 14.
- (b) The Contractor must utilise available Workarounds to restore service where the Site configuration allows this to be achieved. This must be undertaken as part of the initial response to this Fault type.



- (c) The Crown acknowledges that for antenna and associated Equipment located on structures such as towers, that potential delays may exist to restore full service due to workplace health and safety requirements in circumstances such as poor visibility or adverse weather conditions and other constraints such as Site access conditions imposed by Third Parties.
- (d) The Contractor must provide the Crown with a methodology that demonstrates the antenna restoration process as part of a Cure Plan used to achieve the minimum time required to restore Service, and only allowing for:
  - (i) acceptable travel times from the nearest Contractor facility using the most immediate means of suitable transport; and
  - (ii) subject to the scope of the Fault, not include delays due to unavailability of Equipment below levels agreed by the Crown; and
  - (iii) includes the time and effort required to restore full service which reflects the scope and location of the Fault.
- (e) The Cure Plan must not include:
  - (i) delays due to unavailability of Consumables or Contractors' Tools;
  - (ii) delays due poor organisation or control of the Contractor's employees, Affiliates, Affiliate employees, agents, Subcontractors or Third Party Providers or contractors such as failing to engage external resources at the earliest opportunity;
  - (iii) delays imposed by Third Parties such as Site owners or transport providers that are otherwise unavoidable; and
  - (iv) delays caused by issues such as access, visibility or adverse weather conditions on the basis the regular updates of Site conditions are undertaken in an agreed manner.
- (f) Subject to the Crown's agreement, where the Contractor provides sufficient information, the attributed downtime excluding the initial Fault response time and identification of faulty Equipment for this Fault will be excluded from the elapsed Fault time.

## 9.8 Problem Management and Cure Plans

- (a) The Contractor is required to perform Problem Management and produce Cure Plans where applicable for:
  - (i) a Fault or Event that is trending and has the potential to have an adverse impact to the TMRN as agreed by the parties; or
  - (ii) where the Contractor has implemented corrective actions for Events regardless of whether performed while attending Site or not.



- (b) A Cure Plan must provide the results of Problem Management investigation and analysis and a range of options where applicable, to address the Problem.
- (c) It is not mandatory for the Crown to implement recommendations by the Contractor under a Cure Plan that require investment by the Crown, where the Crown considers that the investment is not justified or warranted. Where the Crown does not choose to implement the Contractor's recommendations and there is no alternate remedy as agreed by the parties acting reasonably, the Contractor will not be required to perform additional Cure Plans for any re-occurrence of the problem, meet any costs of repairs or damage directly related to that decision and subsequent Faults of that type will be excluded from ATTR calculations.
- (d) The Contractor must document its Problem Management and Cure Plan process in the Business Operations Manual.
- (e) The Contractor is required to produce Cure Plans for Events which are not Faults in cases where the Crown's Representative, acting reasonably, considers a particular Event or group of Events adversely impact or has the potential to adversely impact the TMRN.
- (f) If the Crown determines that a Cure Plan is required under clause (e), the Contractor must provide the Cure Plan to the Crown within 20 Business Days of a request by the Crown unless otherwise agreed.
- (g) Notwithstanding clauses (a) and (e), where reasonably required by the Crown, the Contractor will provide the Crown with a Cure Plan for other Faults and Events that are trending, and have a material impact to the TMRN.

## **9.9 Equipment operating outside of installed performance parameters**

- (a) Subject to 9.9(d) below, if the Contractor becomes aware of antennae, transmitters or transmission links and other Equipment as reasonably agreed by the parties that are operating outside of the parameters:
  - (i) recommended by the Contractor to the Crown as a part of any installation; or
  - (ii) where available, specified in the Equipment Commissioning/Acceptance Tests and the IP KPI performance measures,

each such occurrence will be deemed to be a Fault, unless determined otherwise by the Crown acting reasonably.
- (b) Where a Fault has been deemed to have occurred in accordance with clause (a), the Contractor must rectify that Fault in accordance with this clause 9.
- (c) Within three months of Service Commencement Date:



(i) where Equipment Commissioning/Acceptance Tests and IP KPI performance measures are not available for the following Equipment:

- (A) return loss for antennas;
- (B) link performance (corrected and uncorrected errors and receive signal strength indicator);
- (C) transmit output power; and
- (D) antenna receiver sensitivity, and

(ii) any other Equipment reasonably agreed by the parties,

the Contractor and Crown both acting reasonably will agree on the installed operating parameters for that Equipment.

(d) The parties may agree that the Equipment the subject of clause (a) above is permitted to operate outside of the parameters specified in clause (a) above without being a Fault. In such cases this Equipment will be listed in the Business Operations Manual, including details of the circumstances of the unique operating parameters and the specific arrangements or practices that have been agreed by both parties, acting reasonably, for that Equipment.

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## 10 Contractor's performance assessment and abatement

### 10.1 Assessment of the Contractors performance

- (a) The Contractor's performance will be assessed on its ability to:
  - (i) maintain the TMRN to the required quality level as set out in this Agreement;
  - (ii) be proactive and not cause errors, Faults or Events in the TMRN due to its actions;
  - (iii) deliver the Services efficiently and as effectively as possible as expected from a Competent Contractor; and
  - (iv) meet the CP KPIs.
- (b) At the end of each month during the Term, the Crown will evaluate the performance of the Contractor against the CP KPIs in accordance with the CP Scoring Regime.
- (c) The Contractor's performance will be rated by the Crown on the basis of a score of one to three for each CP KPI each month.



- (d) The Crown's Representative will carry out the rating of the Contractor's performance against the CP KPIs each month, acting reasonably and in good faith.
- (a) The Crown will provide the Contractor with the results of its evaluation of the performance of the Contractor against the CP KPIs and the scores of the Contractor in the CP Scoring Regime two Business Days prior to the Monthly Performance Meeting as required by clause 12.3(a)(vii).
- (b) The Contractor will be able to provide a response to the rating of the Contractor's performance against the CP KPIs by the Crown's Representative at the Monthly Performance Meeting.
- (c) Following receipt of the Contractor's response to the rating of the Contractor's performance against the CP KPIs, the Crown's Representative, acting reasonably, may elect to adjust the rating based on the Contractor's response.

## **10.2 CP KPI Monthly Abatement**

- (d) The Crown will be entitled to the CP KPI Monthly Abatement in accordance with the results of the Contractor's performance against the CP KPIs in accordance with the CP KPI Scoring Regime and the CP KPI Monthly Abatement will be the Crown's sole abatement remedy for the Contractor's failure to satisfy the CP KPIs.
- (e) The CP KPI Monthly Abatement must not exceed 10% of the Monthly Fee for that month.
- (f) A CP KPI Monthly Abatement that is incurred in any month during the Term will be applied against the following month's invoice for the Monthly Fee. Where this is not possible (for instance at the end of the Term), a refund is to be issued by the Contractor to the Crown within 20 Business Days of the end of the month in which the CP KPI Monthly Abatement accrues.
- (g) Worked examples of the calculation of the CP KPI Monthly Abatements are detailed in Item 8 of Schedule 16.
- (h) The Contractor must provide such information as to its performance as is requested by the Crown's Representative with regard to the CP KPIs. The Contractor must provide the requested information as detailed in Business Operations Manual within five Business Days of receiving the request and in a format approved by the Crown.





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## **11 Balanced scorecard and Crown and TMRN Customer surveys**

### **11.1 Balanced scorecard**

- (a) Within three months of the Service Commencement Date, the Contractor must develop an annual strategic plan for its provision of the Services and provide this to the Crown.
- (b) Within thirty days of the Contractor providing its strategic plan to the Crown under subclause (a), the Contractor and the Crown's Representative will develop and agree on a balanced scorecard to determine the Contractor's performance against the strategic plan.
- (c) The balanced scorecard will be a succinct report, to be no longer than three pages, based on a set of performance measures or indicators that will reflect the key areas of the Contractors strategy. These may include qualitative measures surrounding the timeliness and effectiveness of service delivery, relationship management and strategic direction alignment unless agreed otherwise by the parties in good faith.
- (d) The Crown's Representative will assess the Contractors performance against the strategic plan and will provide its assessment to the Contractor prior to the Quarterly Strategic Meeting for input. If the Contractor does not agree with the Crown's assessment, the Contractor may provide a response outlining its reasons why the assessment should be altered.

### **11.2 TMRN Customer surveys**

- (a) The Contractor will conduct an annual survey of the Crown and the TMRN Customers to seek feedback on the Contractor's performance associated with the delivery of the Services.
- (b) The Contractor must ensure that the survey is sent to at least one representative of the Crown and each TMRN Customer in order to ensure that all TMRN Customers have the opportunity to provide input.
- (c) The Contractor will provide a summary of the survey results to the Crown's Representative within 40 Business Days of survey completion.
- (d) The Contractor will develop a specific customer improvement plan to address any issues or problems identified in the TMRN Customer survey and will factor the survey findings into the strategic plan, as required by clause (a), for the following year.



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## **12 Administration of Agreement**

### **12.1 Crown's Representative**

- (a) The Crown's Representative may give directions and carry out all functions of the Crown under this Agreement.
- (b) The Crown's Representative may from time to time by written notice to the Contractor appoint (and revoke any such appointment of) individuals to exercise any functions of the Crown's Representative under this Agreement. All references in this Agreement to the Crown's Representative include a reference to any person appointed by the Crown's Representative to exercise any functions of the Crown's Representative under this clause 12.1.
- (c) The Crown may at any time replace the Crown's Representative, in which event the Crown will appoint another person as the Crown's Representative and notify the Contractor of that appointment.
- (d) Nothing in this clause 12.1 limits the Crown's right to exercise any of the Crown's, or the Crown's Representative's, powers or functions under this Agreement.

### **12.2 Contractor's Representative**

- (a) The Contractor must appoint a Contractor's Representative for this Agreement, subject to a TMRN Approval being granted by the Crown for the Contractor's Representative.
- (b) The Contractor's Representative will represent the Contractor for all purposes of this Agreement.
- (c) A direction given to the Contractor's Representative is deemed to have been given to the Contractor.
- (d) The Contractor must not replace the Contractor's Representative without the prior written approval of the Crown, such approval not to be unreasonably withheld
- (e) The Contractor's Representative is authorised to bind the Contractor contractually in respect of matters arising from the performance of the Services.
- (f) Matters within the knowledge of the Contractor's Representative are deemed to be within the knowledge of the Contractor.

### **12.3 Administration of Agreement**



- (b) The Contractor must:
  - (i) fully cooperate with the Crown and the TMRN Customers;
  - (ii) act reasonably and in good faith with respect to all matters set out in this Agreement; and
  - (iii) hold any other meetings (including meetings relating to planning, review and issue resolution) as necessary.
- (c) The Crown must:
  - (i) fully cooperate with the Contractor ; and
  - (ii) act reasonably and in good faith with respect to all matters set out in this Agreement.
- (d) All meetings required under this Agreement must be held in [REDACTED] at the offices of the Crown's Representative or at such other location agreed by the Crown's Representative.



- (e) All travel costs incurred by the Contractor in attending meetings required under this Agreement are the responsibility of the Contractor.

#### **12.4 Online portal**

- (a) The Contractor will provide an online portal for sharing information regarding the Services and the TMRN between the Contractor, the Crown and TMRN Customers.
- (f) Within 30 Business Days from the Agreement Commencement Date and as part of the Transition In Services, the Crown and the Contractor will agree to:
  - (i) the TMRN specific layout and configuration of the functionality available in the Contractors online portal; and
  - (ii) the Contract Material, Crown Material and other information required by the Crown to be made available via the online portal.
- (g) As a part of the Services, the Contractor will be responsible for:
  - (i) the development, configuration and functionality of the online portal;
  - (ii) the ongoing management, maintenance and updating of the online portal;
  - (iii) uploading the Contract Material, Crown Material and other information to the online portal;
  - (iv) removing the Contract Material, Crown Material and other information from the online portal;
  - (v) the security of the online portal;
  - (vi) issuing user names and passwords to each of the individual representatives of the Crown and the TMRN Customers; and
  - (vii) instituting the configuration or changes to the online portal in accordance with clause (f) above or as reasonably requested by the Crown and agreed to by the Contractor.
- (h) All costs associated with the items specified in clause (g) above and associated with the online portal are at the sole cost of the Contractor, and are provided as a part of the Services, and covered by the Monthly Fee.
- (i) Within three months of the Service Commencement Date, and before the online portal is activated and can be accessed via the internet:
  - (i) the Contractor must have prepared and the Crown must have approved, acting reasonably in accordance with (b) above, an implementation plan for the online portal detailing:



- (A) the online portal configuration specific for the TMRN;
  - (B) the Services to be provided by the online portal as detailed in clause 12.4(g) above;
  - (C) the network architecture for the online portal;
  - (D) the security measures, compliance with the Security Policy, details and processes for the online portal; and
  - (E) the processes for any breach of security of the online portal;
- (ii) the Contractor must have certified to the Crown in writing that the online portal is configured, operates and is secure in accordance with the Crown approved implementation plan including security measures, compliance with the Security Policy, details and processes for the online portal detailed in that plan; and
  - (iii) the Crown must have approved in writing the online portal for use.
- (j) The Contractor must ensure that all information, including Contract Material, Crown Material and other information, published on the online portal can only be accessed via a secure internet home page site using a browser and secured by password access.
  - (k) The Contractor must maintain the security of the online portal in accordance with the Security Policy.
  - (l) The Contractor must configure the online portal so that notifications or alerts are provided to the Crown detailing the documents accessed and altered on the online portal by a user.
  - (m) The Contractor will place restrictions on the information made available to particular users of the online portal, as instructed by the Crown.
  - (n) The Contractor must provide Contractor, Crown and TMRN Customer log-on and access data for the online portal as part of the Monthly Reports.
  - (o) If the Contractor becomes aware that an unauthorised Third Party is using the online portal, the Contractor will immediately notify the Crown in writing.

## 12.5

[REDACTED]

[REDACTED]

[REDACTED]

## **12.6 Record Keeping**

The Contractor must ensure that all Records generated as a result of the Services are retained for the later of:

- (a) seven years of the termination of this Agreement; or
- (b) expiration of the Term.

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# **13 Reporting**

## **13.1 Requirements**

In addition to any other reporting requirements under this Agreement, the Contractor must provide the following reports to the Crown:

- (a) Monthly Performance Report;
- (b) Monthly Reports; and
- (c) Ad Hoc Reports

## **13.2 Monthly reporting**

The Monthly Performance Report and the Monthly Reports must be issued by the Contractor to the Crown each month, within 10 Business Days of the commencement of each month, and the Monthly Performance Report and Monthly Reports must contain the information as specified in the Services and Schedule 18.

## **13.3 Ad Hoc Reports**

The Contractor must provide the Ad Hoc Reports to the Crown regarding issues and items affecting the TMRN or the Services as required by the Crown and Schedule 18.



### **13.4 Post Incident Review Report**

The Contractor must provide a Post Incident Review Report following a major Event that affects TMRN performance, causes a Fault or results in disruption to the TMRN. The Post Incident Review Report must be provided within five Business Days of a major Event. The Post Incident Review Report must contain details of the incident together with the actions taken as well as detailing what actions will be taken to prevent re-occurrences and/or assist with the resolution should it happen again in the future. In addition, the Event process as a whole must be reviewed and improvements identified. The Post Incident Review Report must also contain actions identified, who has been assigned the action and the expected completion date of the actions. It is the responsibility of the Contractor to ensure the actions are completed accordingly.

### **13.5 Probity Events**

- (a) If the Crown's Representative believes that a Probity Event has occurred or may occur, the Crown's Representative may issue a written notice to the Contractor requesting full details of the relevant Probity Event within a specified time period, acting reasonably.
- (b) Upon receipt of a notice from the Crown's Representative under sub clause (a), the Contractor must provide the Crown's Representative with a written response within the time period specified in the notice from the Crown's Representative providing all details of the relevant Probity Event.
- (c) Failure by the Contractor to provide a written response as required by sub clause (b) will be a material default of this Agreement.
- (d) If the Crown's Representative requires further information or details of the Probity Event, it is permitted to conduct its own inquiry into the relevant Probity Event, and the Contractor must make all information and its employees, officers, agents, consultants, Subcontractors or Third Party Providers available to the Crown upon request by the Crown's Representative.
- (e) When providing the written response as required by sub clause (b) the Contractor can propose a plan to rectify the Probity Event or the Crown and Contractor are to agree a plan to resolve the Probity Event.
- (f) If the Crown and the Contractor are not able to agree on a plan to resolve the Probity Event within 10 Business Days of receiving the written response as required by sub clause (b), clause 41 will apply.
- (g) Notwithstanding any other provision of this Agreement, the Crown will keep the written response by the Contractor on the Probity Event, as provided under this clause 13.5, confidential in accordance with clause 35.4.



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## 14 Documentation

### 14.1 Development of documentation

In addition to the development of the documents as specified in clauses 7.4 and 36.2 and any other clause of this Agreement, the Contractor must within three months of the Service Commencement Date develop the following documentation:

- (a) Configuration Documentation;
- (b) Business Operations Manual;
- (c) workplace health and safety plan;
- (d) industrial relations plan;
- (e) environmental control plan;
- (f) Security Policy;
- (g) Business Continuity Management and Disaster Recovery Plan;
- (h) [REDACTED] Implementation Plan; and
- (i) any other plan or manual reasonably required by the Crown for the provision of the Services.

### 14.2 Document development requirements

- (a) The Contractor must:
  - (i) develop, complete and revise the Documents in accordance with this Agreement; and
  - (ii) not make, cause or permit to be made any changes or amendments to the Documents without prior written approval of the Crown unless they have been submitted to, and reviewed or approved (as the case may be) by the Crown under clause 14.3 .
- (b) The Contractor must ensure that all Documents:
  - (i) are in English;
  - (ii) accord with any format requirements specified by the Crown and agreed by the parties acting reasonably;
  - (iii) define all capitalised terms, acronyms and symbols;
  - (iv) contain no inconsistency, conflict, ambiguity or discrepancy;





- (v) are consistent with the requirements of the Agreement;
- (vi) are adequate for the purposes of the Contractor performing its obligations under this Agreement;
- (vii) are available at all reasonable times for reference by the Crown; and
- (viii) are up to date at all times and reflect the current configuration of the TMRN.

### **14.3 Review of Documents**

- (a) The Contractor must submit all Documents for review by the Crown in sufficient time to enable amendments suggested by the Crown to be incorporated into those Documents and for a decision on the Documents to be provided by the Crown on or by the time specified in this Agreement or as otherwise agreed by the parties.
- (b) If the Crown notifies the Contractor that any Document does not comply with the requirements of this Agreement:
  - (i) at the election of the Crown, the Crown and the Contractor must meet to discuss the parts in which the Document does not comply; and
  - (ii) subject to clause 14.4:
    - (A) the Crown may direct the Contractor to amend the Document; and
    - (B) the Contractor must amend the Document in accordance with the directions of the Crown;
  - (iii) the Contractor must promptly submit the amended Document to the Crown for approval in accordance with sub clause (a) and the procedure under this clause 14.3 applies to the amended Document; and
  - (iv) if the Contractor disagrees with an amendment directed by the Crown pursuant to sub clause (ii)(B), the Contractor may refer the matter to dispute resolution in accordance with clause 41.

### **14.4 Notice of errors or inconsistencies in Documents**

If the Contractor discovers, or becomes aware of, any inconsistency, conflict, ambiguity or discrepancy within or between the Documents, then the Contractor must immediately notify the Crown in writing of that inconsistency, conflict, ambiguity or discrepancy.



#### **14.5 Crown may require amendments**

- (a) If the Crown, in its sole discretion, considers that, as a result of any error, inconsistency, omission or defect in the Documents, the Documents require amendment, it may give notice to the Contractor to that effect.
- (b) If the Contractor receives a notice under sub clause (a), it must, promptly and at its own expense, make any amendments required by the Crown.
- (c) If the Contractor does not make the amendments as required under clause (b) above within 10 Business Days from the date of the Crown's notice or such other time period as reasonably agreed by the Crown, the Crown may refer the matter to the dispute resolution in accordance with Clause 41.

#### **14.6 Contractor acknowledgements**

The Contractor acknowledges and agrees that:

- (a) the Crown does not assume or owe any duty of care to the Contractor to review or comment on, direct any amendments to, or approve, any Documents pursuant to this clause 14;
- (b) any:
  - (i) review or comment on, amendments directed to or receipt or approval of, any Documents pursuant to clause 14.3(a);
  - (ii) provision of information to the Contractor by the Crown; or
  - (iii) failure by the Crown to perform (including any failure to perform correctly) any of the functions referred to in clause 14.3,will not:
  - (iv) limit, or relieve the Contractor of, any obligation or liability under this Contract; or
  - (v) limit any right of the Crown under this Contract.

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### **15 Personnel, Subcontractors and Third Party Providers**

#### **15.1 No access without Crown approval**

- (a) The Contractor must not:
  - (i) provide:
    - (A) any access to the TMRN or any information or details about the TMRN to; or



(B) Protected Information; or

(ii) allow any of the Services, Out of Scope Services, TMRN Projects or any other work to be supplied by,

any of its employees, Affiliates (including any employee of its Affiliates), agents, Subcontractors or its Third Party Providers, who have not been granted a TMRN Approval by the Crown. For the avoidance of doubt, a TMRN Approval will be required for each employee of an Affiliate engaged in the provision of the Services, Out of Scope Services, TMRN Projects or any other work.

- (b) A TMRN Approval will only be valid for the period specified on it by the Crown, being no more than 12 months.
- (c) The Crown may, at its discretion, revoke, limit or suspend any TMRN Approval at any time by written notice to the Contractor, providing reasonable grounds to the extent that the Crown is lawfully able to provide such information to the Contractor. For the avoidance of doubt failing a police check in accordance with 15.2(d)(ii) is reasonable grounds.

## **15.2 Approval requirements and process**

- (a) To obtain a TMRN Approval for each of its employees, agents, Subcontractors and Third Party Providers as required by clause 15.1, the Contractor must complete and submit to the Crown a completed TMRN Access Form and Police Check Form for each employee, agent, Subcontractor and its Third Party Providers.
- (b) To obtain a TMRN Approval for an employee of an Affiliate as required by clause 15.1, the Contractor must:
  - (i) provide the Crown with details of the Affiliate including country of incorporation and any registration number, registered address and relationship to Telefonaktiebolaget LM Ericsson, if the Affiliate has not already been granted a TMRN Approval by the Crown;
  - (ii) complete and submit to the Crown a completed TMRN Access Form;
  - (iii) submit to the Crown an APC Form for that Affiliate employee; and
  - (iv) confirm to the Crown in writing that the relevant Affiliate employee is currently employed by the Affiliate.
- (c) As soon as reasonably practicable after a request by the Contractor for a TMRN Approval under sub clause (a) or (b), the Crown shall determine in its discretion whether to grant the TMRN Approval (or not) and shall advise the Contractor of its decision in writing. Where the Crown does not provide its approval, it will provide reasonable grounds to the extent that the Crown is lawfully able to



provide such information to the Contractor. For the avoidance of doubt failing a police check in accordance with 15.2(d)(ii) is reasonable grounds.

- (d) No later than 14 Business Days prior to the expiry of a TMRN Approval, the Contractor must submit to the Crown the documents required under clauses (a), (b) and (c) for each employee, Affiliate employee used by the Contractor, agent, Subcontractor and its Third Party Provider. For the avoidance of doubt, each new:
  - (i) TMRN Access Form must include updated particulars of the work to be performed by the employee, Affiliate employee used by the Contractor, agent, Subcontractor or Third Party Provider, current name and address, updated level of access and any other information that the Crown reasonably requests; and
  - (ii) Police Check Form must include current name and address for the relevant employee, agent, Subcontractor or Third Party Provider; or
  - (iii) APC Form must include current name and address for the relevant employee of an Affiliate,

for the purpose of the Crown reissuing the TMRN Approval for the employee, Affiliate employee used by the Contractor, agent, Subcontractor or Third Party Provider of the Contractor.

- (e) Within 30 Business Days of a request by the Crown, the Contractor must provide a new Police Check Form for any employee, agent, Subcontractor or Third Party Provider or APC Form for each Affiliate employee used by the Contractor, who has been granted a TMRN Approval, and provide this to the Crown.
- (f) The Contractor must immediately provide a new TMRN Access Form and Police Check Form in respect of any employee, agent, Subcontractor or its Third Party Provider if there are any changes to the information or details provided in the TMRN Access Form or Police Check Form upon which the Crown determined to grant the TMRN Approval. The Crown may, in its absolute discretion, revoke or suspend the TMRN Approval granted to any employee, agent, Subcontractor or its Third Party Provider at any time after receipt of the updated TMRN Access Form and Police Check Form under this clause. Where the Crown revokes or suspends the TMRN Approval, it will provide reasonable grounds to the extent that the Crown is lawfully able to provide such information to the Contractor. For the avoidance of doubt failing a police check in accordance with 15.2(d)(ii) is reasonable grounds.
- (g) The Contractor must immediately provide a new TMRN Access Form and APC Form, if there are any changes to the information or details provided in the TMRN Access Form or APC Form for an Affiliate employee used by the Contractor which the Crown determined to grant the TMRN Approval. The Crown may, in its absolute discretion, revoke or suspend the TMRN Approval



granted to any Affiliate employee used by the Contractor at any time after receipt of the updated TMRN Access Form and APC Form under this clause. Where the Crown revokes or suspends the TMRN Approval, it will provide reasonable grounds to the extent that the Crown is lawfully able to provide such information to the Contractor. For the avoidance of doubt failing a police check in accordance with 15.2(d)(iii) is reasonable grounds.

- (h) If the Contractor fails to provide a new TMRN Access Form or Police Check Form or APC Form at any time it is required to do so under this clause 15, the TMRN Approval granted by the Crown for the relevant employee, Affiliate employee used by the Contractor, agent, Subcontractor or Third Party Provider of the Contractor will be deemed to have been revoked and the employee, Affiliate employee used by the Contractor, agent, Subcontractor or Third Party Provider must not be allowed to access the TMRN or any information or details about the TMRN or provide the Services, Out of Scope Services, TMRN Projects or any other work.
- (i) Upon revocation or suspension of a TMRN Approval by the Crown for any employee, Affiliate employee used by the Contractor, agent, Subcontractor or Third Party Provider of the Contractor, the Contractor must:
  - (i) immediately prevent the employee, Affiliate employee used by the Contractor, agent, Subcontractor or Third Party Provider from accessing the TMRN or any information or details about the TMRN or from providing the Services, Out of Scope Services, TMRN Projects or other work; and
  - (ii) if determined by the Contractor as required to meet its obligations for this Agreement, organise the replacement of that employee, Affiliate employee used by the Contractor, agent, Subcontractor or Third Party Provider with employees, agents, Subcontractors or Third Party Providers in accordance with this clause 15.
- (j) Should the Contractor permit an employee, Affiliate employee used by the Contractor, agent, Subcontractor or Third Party Provider of the Contractor without a TMRN Approval or whose TMRN Approval has been revoked, to access the TMRN or any information or details about the TMRN or provide the Services, Out of Scope Services, TMRN Projects or any other work, notwithstanding any other clause of this Agreement, the Contractor shall indemnify the Crown from all costs, Loss or liability associated with any act or omission of those employees, Affiliate employees used by the Contractor, agents, Subcontractors or Third Party Providers.
- (k) The Contractor must immediately notify the Crown in writing as soon as it becomes aware that any of its employees, Affiliate employees used by the Contractor, agents, Subcontractors or Third Party Providers have been charged with or questioned by the police about a criminal offence.



- (l) Where the Crown, in its absolute discretion, is of the opinion that the TMRN or any information or details about the TMRN is being accessed, or the Services, Out of Scope Services, TMRN Projects or any other work are being supplied by, employees, Affiliate employees used by the Contractor, agents, Subcontractors or Third Party Providers of the Contractor without a TMRN Approval, the Contractor must immediately, upon being notified, take all necessary steps to prevent such access, and conduct an immediate review of its security procedures. That review is to be conducted to the satisfaction of the Crown and a copy of the security incident report as required under Schedule 18 must be forwarded to the Crown's Representative no later than five Business Days after the date of the Crown's initial notification. Upon receipt of the finding, the Crown may request any other information as reasonably required and where such information is not within the Contractor's direct control, the Contractor must provide such information as soon as reasonably practicable to the Crown, otherwise such information will be provided immediately unless otherwise agreed by the Crown.

### 15.3

(a) The Contractor:

- (i) represents and warrants that [REDACTED] is a competent, trustworthy and reputable organisation that has the resources, skills and expertise to carry out background, security and criminal checks ("Background Checks") of employees of Affiliates who reside in or are [REDACTED] in accordance with applicable local laws;
- (ii) represents and warrants that, to the best of the Contractor's knowledge, the information contained in any report as produced by [REDACTED] following Background Checks (Background Check Report) produced by [REDACTED] and any other information provided or produced by or on behalf of [REDACTED] for the purposes of this Agreement and provided to the Crown is true, accurate, complete and not misleading;
- (iii) must immediately advise the Crown in writing if the Contractor becomes aware of any fact, matter or circumstance that would make any of the representations and warranties set out in clauses 15.3(a)(i) or 15.3(a)(ii) untrue, inaccurate, incomplete or misleading;
- (iv) must procure that [REDACTED]
- (A) complies with all [REDACTED], including all privacy and data protection laws, in connection with all Background Checks and Background Check Reports;
- (B) by 30 January of each year of the Term, provides a certificate from [REDACTED] certifying [REDACTED] as a current empanelled background checker; and



(C) by 30 January of each year of the Term, provides evidence of [REDACTED] by [REDACTED] for [REDACTED] and [REDACTED], which must remain current at all times during the Term;

(v) indemnifies and keeps the Crown indemnified from and against any and all Loss suffered or incurred by the Crown in connection with any Background Check, Background Check Reports or information issued for the purposes of this Agreement by [REDACTED].

(a) The Crown may, in its absolute discretion and upon reasonable notice to the Contractor, revoke its acceptance of Background Checks and Background Check Reports issued by [REDACTED].

#### **15.315.4 De-authorisation**

(a) The Contractor must immediately notify the Crown if any of its employees, Affiliate employees used by the Contractor, agents, Subcontractors or Third Party Providers, that have been granted a TMRN Approval, ceases to be involved in the provision of the Services, Out of Scope Services, TMRN Projects or any other work for any reason (including but not limited to where the employee, agent, Subcontractor or Third Party Provider is no longer employed or contracted by the Contractor).

(b) The Contractor must:

- (i) immediately prevent any employee, Affiliate employee used by the Contractor, agent, Subcontractor or Third Party Provider who has ceased to be involved in the provision of the Services, Out of Scope Services, TMRN Projects or any other work from accessing the TMRN or any information or details about the TMRN or from providing the Services, Out of Scope Services, TMRN Projects or any other work; and
- (ii) if determined by the Contractor as required to meet its obligations for this Agreement, organise the replacement of that employee, Affiliate employee used by the Contractor, agent, Subcontractor or Third Party Provider with employees, Affiliate employees used by the Contractor, agents, Subcontractors or Third Party Providers in accordance with this clause 15.

(c) The Contractor must confirm in writing to the Crown that any employee, Affiliate employee used by the Contractor, agent, Subcontractor or Third Party Provider who has ceased to be involved in the provision of the Services, Out of Scope Services, TMRN Projects or any other work, has returned to the Contractor any:

- (i) key or access pass; and
- (ii) Crown Material and Contract Material,



in the possession of that employee, Affiliate employee used by the Contractor, agent, Subcontractor or Third Party Provider. The Contractor must, on request by the Crown, return such items to the Crown.

#### **~~15.4~~15.5 Crown direction**

- (a) The Crown may direct the Contractor to have removed from a Site or from any activity connected with the Services, Out of Scope Services, TMRN Projects or any other work, within such time as the Crown directs and at the Contractor's cost, any employee, Affiliate employee used by the Contractor, agent, Subcontractor or Third Party Provider of the Contractor, who in the reasonable opinion of the Crown is guilty of misconduct, causes or permits a physical or electronic breach of security to occur or is incompetent or negligent or is considered to be carrying out any work in an unsafe or unsatisfactory manner, such that the safety of any person or property may be prejudiced.
- (b) Where a direction under this clause 15.5 is given, the Contractor must ensure that there is no interruption to the Services, Out of Scope Services, TMRN Projects or any other work.

#### **~~15.5~~15.6 Industrial relations**

- (a) The Contractor will at all times comply with the most updated version of its Code of Business Ethics available from <http://www.ericsson.com/res/thecompany/docs/corporate-responsibility/cobe/ericsson-cobe-2014-en.pdf>.
- (b) The Contractor is responsible for all Loss it suffers arising out of, or in connection with, any Industrial Action.

#### **~~15.6~~15.7 Sufficient personnel**

- (a) It is the responsibility of the Contractor to satisfy any reasonable request from the Crown regarding sufficiency of personnel and to ensure that it has available to it at all times sufficient employees, agents, Subcontractors and Third Party Providers with appropriate skills, qualifications and TMRN Approvals for the purpose of meeting all of its obligations under this Agreement.
- (b) Any inability of the Contractor to provide the Services in accordance with this Agreement resulting from the unavailability of sufficient employees, agents, Subcontractors or Third Party Providers with appropriate TMRN Approvals, will not be excluded from the Average ATTR calculation in clause 9 and the CP KPI calculation in clause 10.

#### **~~15.7~~15.8 Subcontracting**

- (a) The Contractor must not subcontract the whole of the Services, Out of Scope Services or TMRN Projects and must supply all or a substantial portion of the





Services, Out of Scope Services and TMRN Projects itself unless otherwise agreed by the Crown in writing.

- (b) The Contractor may only subcontract a part of the Services, Out of Scope Services or TMRN Projects:
  - (i) to a Subcontractor who has a current TMRN Approval; or
  - (ii) to a Subcontractor who has otherwise been approved by the Crown in writing.
- (c) The Contractor must, in each of its subcontracts with Subcontractors, require each Subcontractor to ensure that all persons engaged by that Subcontractor in the performance of the Services, Out of Scope Services and TMRN Projects comply with all Health and Safety Law.
- (d) The Contractor acknowledges and must inform its Subcontractors that the Crown may be required to publically disclose the Subcontractors' participation in the performance of the Services, Out of Scope Services and TMRN Projects.
- (e) If a subcontract referred to in this clause 15.8 is terminated, repudiated or rescinded for any reason, the Contractor must promptly notify the Crown's Representative and must complete the work under the Agreement either itself or, subject to the terms of this Agreement, by engaging another Subcontractor.
- (f) Despite any other provision of this Agreement:
  - (i) the Contractor is to be responsible to the Crown for services performed by a Subcontractor to the same extent that the Contractor is responsible for any other part of the Services, Out of Scope Services or TMRN Project; and
  - (ii) the Contractor will not be relieved of any liability or obligation under this Agreement because the Contractor subcontracts any part of the Services, Out of Scope Services or TMRN Project to any Subcontractor or any act, omission or default on the part of a Subcontractor.

#### **~~15.8~~15.9 Responsibility for Subcontractors and Third Party Providers**

Despite any other provision of this Agreement:

- (a) any subcontract entered into by the Contractor with a Subcontractor or Third Party Provider does not relieve the Contractor from any obligation under this Agreement and does not create or impose any obligation or liability on the Crown;
- (b) the Contractor is liable to the Crown for the acts or omissions of each Subcontractor and its Third Party Provider as if they were acts or omissions of the Contractor;



- (c) the Contractor will not be relieved of any liability or obligation under this Agreement because the Contractor subcontracts any part of the Services, Out of Scope Services, TMRN Projects or any other work to any Subcontractor or its Third Party Provider;
- (d) any matter within the control of a Subcontractor or its Third Party Provider will be taken to be within the reasonable control of the Contractor;
- (e) the Crown will have no liability to a Subcontractor or its Third Party Provider arising from their subcontract with the Contractor; and
- (f) the Crown will have no obligation or liability to the Contractor for any act, omission, default, breach of contract or insolvency of a Subcontractor or its Third Party Provider.

#### **~~15.9~~15.10 Subcontractors and Third Party Providers must have insurance**

The Contractor must ensure that all Subcontractors and its Third Party Providers have in place, before carrying on any part of the delivery of the Services, Out of Scope Services, TMRN Projects or any other work, and keep current, the same insurances as the Contractor is required to have in place under clause 30, taking into consideration the services each of the relevant Subcontractor and Third Party Provider are performing.

#### **~~15.10~~15.11 Urgent Events**

Notwithstanding clause 15.1, in the case of an Event that requires immediate rectification or Site attendance, the Contractor may sub-contract the Services to a Subcontractor or Third Party Provider that has not already been granted a TMRN Approval by the Crown, provided that such:

- (a) Subcontractor or Third Party Provider is at all times accompanied by a representative of the Contractor, which representative of the Contractor must have a TMRN Approval at the time they accompany such Subcontractor or Third Party Provider; and
- (b) a TMRN Approval is obtained by the Contractor for that Subcontractor or Third Party Provider as soon as reasonably practicable afterward.

#### **~~15.11~~15.12 Third Party Vendor Support Agreements**

Notwithstanding clause 15.1, where Site attendance is required under a Third Party Vendor Support Agreement, the Contractor may permit access by the Third Party under the Third Party Vendor Support Agreement without that Third Party being granted a TMRN Approval by the Crown, provided that:

- (a) such Third Party is at all times accompanied by a representative of the Contractor, which representative of the Contractor must have a TMRN Approval at the time they accompany such Third Party;



- (b) the Contractor retains a written record of the details of the Third Party (including name and position of any representative of the Third Party) and full particulars of the time of entry and exit from the Site and the activities undertaken by the Third Party at the Site; and
- (c) the Contractor provides the Crown with the details recorded by the Contractor under cause (b) as a part of all Fault reporting under this Agreement.

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## 16

### 16.1 responsibility

The parties acknowledge and agree that the Crown has no direct contractual relationship with [REDACTED] and that the Contractor is fully responsible and liable to the Crown for all acts or omissions of [REDACTED].

### 16.2 agreements with the Contractor

- (a) During the Term of this Agreement, the Contractor must have agreements in place between itself and [REDACTED] and will provide an annual confirmation from [REDACTED] and the Contractor that the agreements are existing or valid, and under which the Contractor has been provided with:

- (i) an ability to on-sell [REDACTED] to the Crown;

- (ii) an ability to act as agent for [REDACTED] under any Third Party Vendor Support Agreement between [REDACTED] and a Third Party under which the Crown obtains support;

- ~~(ii)~~(iii) access to the TAC;

- ~~(iii)~~(iv) [REDACTED]

- ~~(iv)~~(v) terminal FX software agreement (for software updates for the [REDACTED] radio terminals);

- (vi) end of life or technology notifications for the purpose of supporting the TMRN;

- ~~(v)~~(vii) System FX agreement, applicable only from the commencement of the Second Term and any Further Term;

- ~~(vi)~~(viii) establishment and maintaining a testing laboratory specifically for the TMRN at the [REDACTED] which is to be built and maintained specifically by [REDACTED] for the replication of the TMRN core equipment for the purpose of testing equipment and software and diagnosing Incidents or Faults in the TMRN; and

~~(vii)~~(ix) any other arrangements required from [REDACTED] for the Contractor's provision of the applicable Services.

(b) Under the annual confirmation in clause (a) above, the Contractor will confirm the term of any renewal of the agreements with [REDACTED].

(c) Without limiting any other obligation of the Contractor under this Agreement, the Contractor must ensure that [REDACTED] provides, for the duration of the Term:

(i) hardware and Software support according to notified "End of Life" and "End of Support" dates which may be updated from time to time at the sole discretion of [REDACTED];

(ii) the Third Party Vendor Support Agreements held by [REDACTED] under which the Crown has paid for and receives support;

(iii) the licences for Software which have been supplied under a [REDACTED] solution or was included in [REDACTED] equipment; and

~~(viii)~~(iv) the items specified under clause (a) above.

### 16.3 [REDACTED] agreements assignment

(a) Within 80 Business Days of the ~~Agreement~~<sup>c</sup>Commencement ~~Date~~<sup>date of the Second Term</sup>, the Contractor must use its reasonable endeavours to provide the Crown with the Novation Deed executed by itself and [REDACTED], which provides that the agreements referred to in clause 16.2(a), excluding 16.2(a)(i) above, are novated to the Crown upon a termination of this Agreement.

(b) Where requested to do so in writing, the Crown will provide such reasonable assistance to the Contractor for the satisfaction of clause (a) above.

(c) Failure by the Contractor to satisfy the timing requirement under clause (a) above will be deemed to be a material default under clause 40.1(a)

## 17 Negation of employment and agency

### 17.1 No representation by Contractor, Subcontractors or Third Party Providers

(a) The Contractor must not represent itself as being an employee or agent of the Crown.

(b) The Contractor must ensure that its Subcontractors, Third Party Providers, Affiliates, Affiliate employees, employees and agents do not represent themselves as being sub-contractors, employees or agents of the Crown.



## **17.2 Contractor remains independent contractor**

- (a) Despite the degree of direction, control or supervision which the Crown directly or indirectly exercises over the Contractor, or the Contractor's employees, Affiliates, Affiliate employees, agents, Subcontractors or Third Party Providers in the discharge of duties, obligations, and covenants under this Agreement, the Contractor is taken to be and remains an independent contractor.
- (b) The Contractor's Affiliates, Subcontractors, Third Party Providers, employees, Affiliate employees and agents are taken to be and always to have been, and to remain, sub-contractors, employees or agents of the Contractor.

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## **18 Industrial relations and workplace health and safety requirements**

### **18.1 Compliance with the Legislative Requirements**

In the course of delivering the Services, Out of Scope Services, TMRN Projects or any other work, the Contractor must comply with:

- (a) the *Industrial Relations Act 1984*;
- (b) the *Work Health and Safety Act 2012*; and
- (c) all Legislative Requirements about industrial relations and workplace health and safety.

### **18.2 Contractor's obligation to notify the Crown's Representative**

The Contractor must notify the Crown's Representative immediately if the Contractor becomes aware of a breach, or possible breach, of the Legislative Requirements described in clause 18.1.

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## **19 Contamination and environmental compliance**

- (a) Without limiting any other provision of this Contract, the Contractor must in performing the Services, Out of Scope Services, TMRN Projects or any other work:
  - (i) comply with all Legislative Requirements and other requirements of this Agreement for the protection of the Environment;
  - (ii) not bring on to, or produce on, any Site any Contaminants, or otherwise cause Contamination;



- (iii) ensure that each Affiliate, Affiliate employee, Subcontractor and Third Party Provider of the Contractor complies with this sub clause (a); and
  - (iv) make good any Contamination caused or contributed to by the Contractor.
- (b) The Contractor indemnifies and holds harmless the Crown for the full extent permitted under all Legislative Requirements against all Losses suffered or incurred by the Crown arising out of or in connection with any Contamination caused or contributed to by the Contractor or the Contractor's breach of sub clause (a).

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## 20 Access

- (a) In order to provide the Services, Out of Scope Services or TMRN Projects, the Crown will provide the Contractor with sufficient access to the Sites to enable the Contractor to commence and perform the Services, Out of Scope Services and TMRN Projects.
- (b) The Crown may from time to time impose necessary restrictions on access to the Sites and limitations on possession of various parts of the Sites.
- (c) The Contractor must at all times maintain the Master Key System for the TMRN.
- (d) The Crown will not, and will not be obliged to, provide the Contractor with access to the Sites unless the Contractor has provided to the Crown evidence that it has all insurances that are required in accordance with clause 30.
- (e) During the Term, the Contractor is responsible for the care of any part of any Site in the same condition in which that part of the Site was made available to the Contractor, where the Contractor is given possession of that part of the Site, during the time when any Services, Out of Scope Services or TMRN Projects are being carried out on that part of that Site, subject to fair wear and tear.
- (f) The Contractor must:
  - (i) before the Services, Out of Scope Services or TMRN Projects begin, assess the Sites and any adjacent property required to be accessed by the Contractor for the purposes of performing the Services, Out of Scope Services or TMRN Projects to record their condition;
  - (ii) along with the Crown and the relevant owner or occupier, indicate in writing that it is a complete and correct record; and
  - (iii) provide copies of the assessment record to the Crown.
- (g) The Contractor must ensure that:



- (i) the operations of the Crown and the work of Third Parties at the Sites are not interfered with or interrupted; and
- (ii) all Utility Services connected at the Sites are not damaged, interfered with or interrupted, by the performance of the Services, Out of Scope Services or TMRN Projects.

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## 21 Contractor Tools

### 21.1 Requirement

- (a) The Contractor must acquire and utilise sufficient and appropriate Contractor Tools to be able to provide the Services from the Service Commencement Date.
- (b) The Contractor must procure that any Subcontractor or Third Party Provider engaged by it to provide the Services in accordance with this Agreement strictly complies with this clause 21.

### 21.2 Maintenance

The Contractor must:

- (a) ensure that Contractor Tools are appropriate for the TMRN;
- (b) ensure that Contractor Tools are properly maintained at all times and calibrated in accordance with the Crown, [REDACTED] and manufacturers' specifications;
- (c) provide copies of the calibration certificates and a table of the certification dates for all testing equipment forming part of the Contractor Tools at the commencement of each year, and by no later than 31 January;
- (d) possess a vehicle fleet as a part of the Contractor Tools:
  - (i) that is appropriate for the Contractor's employees and agents to provide the Services;
  - (ii) that is appropriate for accessing all Sites in all conditions to provide the Services, subject to compliance with Legislative Requirements; and
  - (iii) that is appropriately maintained, registered and insured (including when transporting Crown Equipment) at all times;
- (e) ensure that its employees, Affiliate employees, agents, Subcontractors and Third Party Providers are able to attend all Sites in all conditions, subject to compliance with Legislative Requirements; and



- (f) possess appropriate office equipment, including locked key boxes, fireproof safes, secure flash or external hard disk drives as a part of the Contractor Tools, to maintain the security of the TMRN and keep Protected Information and Equipment secure.

### 21.3 List

The Contractor must provide the Crown with a complete list by no later than 31 January, of the following Contractor Tools at the commencement of each year:

- (a) Contractor Tools that are required to be calibrated to enable the Contractor to provide the Services;
- (b) details of software installed, including version and antivirus, on laptops and servers; and
- (c) any other Contractor Tools reasonably requested by the Crown.

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## 22 Fees

### 22.1 Provision of Services

Except for Out of Scope Services and TMRN Projects, the consideration payable by the Crown for all Services, materials, equipment, software, labour, freight, Consumables, Subcontractors, the Contractor's Third Party Providers and Third Party services and any relevant items necessary for the Contractor to supply the Services is the Monthly Fee for each month of the Term.

### 22.2 Monthly Fee

Subject to clauses 9 and 10, the Crown shall pay to the Contractor the Monthly Fee for each month of the Term in accordance with the provisions of this Agreement.

### 22.3 CPI and WPI

The Monthly Fee during any Further Term~~the final 12 month period of the Initial Term and the Further Term~~, will be subject to an adjustment for CPI to reflect any change in CPI calculated over the preceding 12 months to the end of the most recent quarter ending before or on the commencement date of ~~the final 12 month period of the Initial Term and~~ the Further Term.

- (a) An example of the calculation of a CPI adjustment under clause 22.3 above is as follows:

The Monthly Fee for the preceding year shall be adjusted to an amount calculated in accordance with the following formula:

$$A * B / C$$





Where:	EXAMPLE
A is the Monthly Fee payable during the final year of the Initial Term;	\$350,000.00
B is the Index Number last published for the quarter prior to the commencement of the Further Term	105.2
C is the Index Number last published for the quarter 12 months prior to the commencement of the Further Term.	104.1
<p>“Index Number” means the Consumer Price Index (all groups) for Hobart published from time to time by the Australian Bureau of Census and Statistics.</p>	

$$=350000 \times 105.2 / 104.1$$

$$\$353,698.37$$

- (b) During the Term, the Rates will be subject to an annual adjustment for WPI to reflect any change in WPI calculated over the preceding 12 months to the end of the most recent quarter ending on or before the relevant anniversary of the Service Commencement Date.
- (c) An example of the calculation of a WPI adjustment under clause (b) above is as follows:

THE WPI shall be adjusted to an amount calculated in accordance with the following formula:

$$=A+(A*B)$$

Where:

A = the hourly rate in dollars for the preceding 12 months

B = the annual percentage change to the WPI rate for the preceding 12 months to the end of the most recent quarter ending on or before the relevant anniversary of the Service Commencement Date.

$$=100+(100*2.2\%)$$

$$\$102.20$$



## **22.4 No variation to fees**

The Contractor acknowledges and agrees that:

- (a) the Monthly Fee represents the full and complete payment to the Contractor for each month, and includes an allowance, for:
  - (i) all matters and things necessary for the performance and completion of the Services in accordance with this Agreement; and
  - (ii) all of the Contractor's obligations under this Agreement,including insurances which the Contractor is required to effect and maintain under this Agreement, all labour, transportation and Services to be provided by the Contractor under this Agreement and all Taxes relating to the Services; and
- (b) except as expressly provided for in this Agreement:
  - (i) the Contractor is not entitled to any adjustment in the Monthly Fee or to additional payment under this Agreement or arising out of or in connection with the Services; and
  - (ii) the Monthly Fee and any rates or prices included in this Agreement are not subject to adjustment for rise and fall in respect of any Site access costs or by reason of fluctuations in exchange rates or changes in the cost of labour and materials, or for any other matter.

## **22.5 Invoices**

- (a) For each Monthly Fee payment under this Agreement, the Contractor must submit a tax invoice to the Crown no earlier than the first Business Day of the month following the date of accrual of the relevant Monthly Fee and in a form acceptable to the Crown.
- (b) Each invoice issued by the Contractor must:
  - (i) be in the form of a 'tax invoice' as defined in the GST Law;
  - (ii) clearly identifying the amount of GST (if any) payable in respect of each supply to which the invoice relates;
  - (iii) include the Contractor's name and address and the date of submission of the invoice;
  - (iv) include the Contractor's ABN;
  - (v) show any deductions from the Monthly Fee for abatements under clauses 9 and 10; and



- (vi) be forwarded to the Crown marked to the attention of Crown's Representative.

## **22.6 Documents to be submitted with invoices**

Each invoice submitted by the Contractor to the Crown, must be supported by sufficient evidence to demonstrate the Contractor's entitlement to payment in accordance with this Agreement and such other information as reasonably requested by and to the satisfaction of the Crown, including time sheets authorised by the Crown's Representative where the invoice includes Out of Scope Services when the Crown agrees that those Out of Scope Services are to be provided on a time and materials basis.

## **22.7 Payment of Invoices by the Crown**

- (a) Subject to the other provisions of this Agreement or a dispute being commenced under clause 41, the Crown will pay each undisputed invoice issued in accordance with this clause 22 within 20 Business Days of receipt from the Contractor.
- (b) Where an invoice or a portion of an invoice is disputed and not paid by the Crown, the parties undertake in good faith to use all reasonable endeavours to resolve the dispute between them by negotiation within 20 Business Days.

## **22.8 Payment is not acceptance**

Any payment of moneys under clause 22.7 is not:

- (a) evidence of the value of work or that work has been satisfactorily carried out in accordance with this Agreement;
- (b) an admission of liability; or
- (c) approval by the Crown of the Contractor's performance or compliance with this Agreement,

but is only to be taken as payment on account.

## **22.9 Subcontractors and Third Party Providers**

Without limiting the Crown's rights under this Agreement or otherwise, if a Subcontractor or Third Party Provider of the Contractor obtains a court order against the Contractor in respect of money payable in connection with any services performed by the Subcontractor or Third Party Provider and has a material impact on the TMRN and produces to the Crown the court order and a statutory declaration stating that it remains unpaid by the Contractor, provided the Crown provides the Contractor with five Business Days notice to make such payment, then:

- (a) the Crown may pay the amount of the order to the Subcontractor or Third Party Provider; and



- (b) the amount paid pursuant to sub clause (a) will be deemed to be a payment on account of the relevant Monthly Fee and will therefore reduce the total amount due to the Contractor by the amount paid pursuant to sub clause (a).

#### **22.10 Conditions for payment**

- (a) Notwithstanding anything else in this Agreement, the Contractor will not be entitled to submit an invoice to the Crown for payment or be entitled to receive payment in respect of any invoice submitted to the Crown unless:
  - (i) all insurances that the Contractor is required to effect pursuant to this Agreement have been effected and continue to be maintained in accordance with this Agreement;
  - (ii) the Contractor has provided all documentation as specified under clause 14 which are required to have been provided by the Contractor to the Crown in that month; and
  - (iii) the Contractor has complied with its obligations under this clause 22 which are required to have been complied with.
- (b) If the Contractor has not satisfied the conditions in sub clause (a) at the time of submitting an invoice to the Crown for payment, then the invoice will be deemed to have been invalidly submitted under this clause 22.10.

#### **22.11 Set off**

Without limiting any other right the Crown may have under this Agreement or any other Legislative Requirement, the Crown may set-off from payments to the Contractor under this Agreement, any amounts which:

- (a) the Contractor must reimburse the Crown;
- (b) the Crown pays on the Contractor's behalf; or
- (c) the Contractor owes to the Crown,

provided that the Crown has notified the Contractor in writing of the set-off and that the quantum of the amount being set off has been reasonably agreed by the parties.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]





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## 23 Out of Scope Services

### 23.1 Out of Scope Services

Unless otherwise specified in the Services, the Contractor will not be required to provide the Out of Scope Services.

### 23.2 Provision of Out of Scope Services and TMRN Projects

- (a) The Crown may seek a Quote from the Contractor and from Third Parties for the supply of the Out of Scope Services and TMRN Projects.
- (b) The Crown will be entitled to engage a Third Party to provide the Out of Scope Services and TMRN Projects at its discretion.
- (c) If the Crown engages the Contractor to supply the Out of Scope Services or TMRN Projects, the Crown will advise the Contractor of whether those Out of Scope Services or TMRN Projects will be supplied:
  - (i) as a variation to this Agreement; or
  - (ii) under a separate agreement between the Crown and the Contractor.
- (d) For a TMRN Project, the Contractor agrees that any variation to this Agreement for the relevant TMRN Project must contain the following:
  - (i) provisions required by the Crown in its standard services and construction contracts;
  - (ii) appropriate warranties and indemnities regarding the capacity, performance and operation of the TMRN following completion of the TMRN Project;
  - (iii) the provision of liquidated damages should the milestones agreed in the TMRN Project not be met, with liquidated damages to have a upper limit of no less than 10% of the price for the delayed milestone for the TMRN Project; and
  - (iv) the first milestone payment for the TMRN Project must not exceed 20% of the total TMRN Project price.

- (e) For the avoidance of doubt, TMRN Projects include where the Crown requires the TMRN to be further developed, upgraded or have any Equipment replaced.
- (f) Further to clause 23.2(c)(i) above, where a TMRN Project is to be supplied by the Contractor as a variation to this Agreement, the parties will incorporate the terms for the relevant TMRN Project by inserting them into Schedule 20.

### **23.3 Third Party engagement**

- (a) If the Crown engages a Third Party to supply Out of Scope Services,
  - (i) the Contractor must:
    - (A) grant the Third Party access to the TMRN as required; and
    - (B) work co-operatively with the Crown and the Third Party for the Out of Scope Services;
  - (ii) the Crown must ensure that neither it nor the engaged Third Party interferes with the provision of the Services by the Contractor.
- (b) The Contractor is entitled to recover from the Crown any reasonable costs incurred by the Contractor in complying with the requirements of clause 23.3(a) except that the Contractor shall not under any circumstances be entitled to recover such costs from the Crown where the costs are connected with a Third Party engaged to assist with the rectification of a Fault pursuant to a Third Party Vendor Support Agreement.
- (c) The parties agree that the Contractor is not liable to the Crown for any Event or Fault in the TMRN to the extent that the Event or Fault is caused by any act or omission of the Third Party engaged by the Crown for the Out of Scope Services whilst performing the Out of Scope Services.

### **23.4 Quotation for Out of Scope Services and TMRN Projects**

- (a) If the Crown seeks a Quote from the Contractor under clause 23.2(a), the Contractor must provide the Quote at no cost to the Crown within 10 Business Days of receiving the request or such other period as agreed between the parties.
- (b) A Quote must comply with the requirements of the Out of Scope Services or TMRN Project as identified by the Crown to the Contractor, including pricing structure and methodologies, allowing for the Contractor to charge the Crown for equipment, software, hardware, firmware, infrastructure, Consumables, shipping, services, Third Party services and any other relevant charges, and must include:



- (i) all relevant details (including any pricing factors out of the control of the Contractor) of the manner in which the Contractor proposes to perform the Out of Scope Services;
  - (ii) the Contractor's proposed GST exclusive price, including:
    - (A) where not constrained by confidentiality arrangements between the Contractor and its Subcontractor, a list and breakdown of all equipment and inputs, including the margins charged on the cost price, and a copy of the quote provided by any Subcontractor proposed to be engaged to provide the Out of Scope Services or TMRN Project (which quote sets out any labour and equipment costs to be charged by the Subcontractor); and
    - (B) a breakdown of the labour costs calculated by reference to the Rates or if no such rates apply, reasonable market rates;
  - (iii) the Contractor's proposed date or dates for the performance of the Out of Scope Services or TMRN Project, or a statement that the Out of Scope Services or TMRN Project will be provided during the Term (whichever option is applicable);
  - (iv) where relevant, a bill of materials and/or scope of services will be provided by the Contractor; and
  - (v) any other information reasonably requested by the Crown.
- (c) The Crown must, within 20 Business Days of receiving a Quote or such other period:
  - (i) approve the Quote;
  - (ii) reject the Quote in part; or
  - (iii) reject the Quote in whole.
- (d) If the Crown approves a Quote under sub clause (c)(i) of this Agreement, the Contractor must perform the Out of Scope Services or TMRN Project in accordance with the approved Quote. The Contractor must not perform any Out of Scope Services or TMRN Project unless and until the Crown has approved the Quote.
- (e) If the Crown rejects the Quote in part under sub clause (c)(ii) of this Agreement, the parties must, at the Crown's discretion, promptly meet to discuss the part so rejected. The Crown may, in its absolute discretion:
  - (i) direct the Contractor to resubmit the Quote in whole; or





- (ii) reject the Quote in whole, in which case sub clause (g) of this Agreement applies.
- (f) A rejection of a Quote in part under sub clause (c)(ii) of this Agreement does not constitute an acknowledgement by the Crown of its approval of the balance of that Quote.
- (g) If the Crown rejects a Quote in whole under sub clause (c)(iii) or (e)(ii) of this Agreement, the Crown is not liable for, or in connection with, any Claim (and the Contractor is not entitled to make any Claim) arising out of or in connection with such rejection, including for any payment or compensation for preparing the Quote.

### **23.5 No variation to Quotes**

The Contractor acknowledges and agrees that:

- (a) the Quote represents the full and complete price for the Out of Scope Service or TMRN Project, and includes an allowance, for:
  - (i) all matters and things necessary for the performance and completion of the Out of Scope Service or TMRN Project; and
  - (ii) all of the Contractor's obligations under the Quote,including insurances which the Contractor is required to effect and maintain for the Out of Scope Service or TMRN Project, all labour, transportation and other items to be provided by the Contractor for the Out of Scope Service or TMRN Project and all Taxes relating to the Out of Scope Service or TMRN Project;
- (b) notwithstanding clause (a) above, costs arising from a Force Majeure Event or where the Crown cancels or defers any works and/or outages requested by the Contractor associated with any Out of Scope Services or TMRN Project and the Contractor is unable to redeploy its resources, its Third Party Providers or Subcontractors, will be in addition to those agreed under the Quote where those costs:
  - (i) could not have reasonably been avoided by the Contractor; and
  - (ii) the incurring of such costs has been demonstrated to the Crown as reasonably required; and
- (c) except as expressly provided for in this Agreement the Rates are not subject to adjustment for rise and fall in respect of any Site access costs or by reason of fluctuations in exchange rates or changes in the cost of labour and materials, or for any other matter.



## **23.6 Urgent Out of Scope Services**

- (a) In urgent circumstances, the Crown may agree to the Contractor performing works on a time and materials basis. Unless otherwise agreed, prior to commencing any works, the Contractor must provide the following details:
  - (i) the charge out rate per hour that is to be applied to the Contractor's personnel;
  - (ii) the charge out rate that is to be applied for the Contractor's Subcontractors and Third Party Providers (or a quotation from the Subcontractor or Third Party Provider detailing its labour and material costs);
  - (iii) the cost of the material to be used; and
  - (iv) the Contractor's margin that will be applied to the cost of the completed works.
- (b) If works are performed on a time and materials basis, before the invoice is submitted for payment, the Contractor must provide a daily report sheet detailing:
  - (i) the hours worked by all personnel per day;
  - (ii) delivery dockets or receipts for any materials purchased; and
  - (iii) photos of the completed works.

## **23.7 Invoices**

- (a) For each Out of Scope Service or TMRN Project, the Contractor must not submit a tax invoice to the Crown until the Contractor has completed the relevant Out of Scope Service or TMRN Project and provided the deliverables as detailed in the Quote or as agreed by the parties in writing.
- (b) Each invoice issued by the Contractor must:
  - (i) be in the form of a 'tax invoice' as defined in the GST Law;
  - (ii) clearly identifying the amount of GST (if any) payable in respect of each supply to which the invoice relates;
  - (iii) include the Contractor's name and address and the date of submission of the invoice;
  - (iv) include the Contractor's ABN; and
  - (v) be forwarded to the Crown marked to the attention of the Crown's Representative.



### **23.8 Documents to be submitted with invoices**

Each invoice submitted by the Contractor to the Crown, must be supported by sufficient evidence to demonstrate the Contractor's entitlement to payment in accordance with this Agreement and such other information as reasonably requested by and to the satisfaction of the Crown (including time sheets authorised by the Crown's Representative).

### **23.9 Payment of Invoices by the Crown**

- (a) Subject to the other provisions of this Agreement, the Crown will pay the undisputed portion of each invoice issued in accordance with this clause 23 within 20 Business Days of receipt from the Contractor.
- (b) Where an invoice or a portion of an invoice is disputed and not paid by the Crown, the parties undertake in good faith to use all reasonable endeavours to resolve the dispute between them by negotiation within 20 Business Days.

### **23.10 Payment is not acceptance**

Any payment of moneys under clause 23.9 is not:

- (a) evidence of the value of work or that work has been satisfactorily carried out in accordance with this Agreement;
- (b) an admission of liability; or
- (c) approval by the Crown of the Contractor's performance or compliance with this Agreement,

but is only to be taken as payment on account.

### **23.11 Conditions for payment**

- (a) Notwithstanding anything else in this Agreement, the Contractor will not be entitled to submit an invoice to the Crown for payment or be entitled to receive payment in respect of any invoice submitted to the Crown unless:
  - (i) all insurances that the Contractor is required to effect for the relevant Out of Scope Service or TMRN Project have been effected and continue to be maintained in accordance with this Agreement;
  - (ii) the Contractor has complied with its obligations under this clause 23 which are required to have been complied with; and
  - (iii) the Contractor has complied with all of its other obligations under this Agreement relevant to the Quote which are required to have been complied with.



- (b) If the Contractor has not satisfied the conditions in sub clause (a) at the time of submitting an invoice to the Crown for payment, then the invoice will be deemed to have been invalidly submitted under this clause 23.11.

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## **24 Variations changing the scope of the Services**

### **24.1 Crown may give variation notice**

The Crown may direct a variation to the Services by giving a written notice to the Contractor ("Variation Notice").

### **24.2 Contractor may refuse**

The Contractor is not obliged to comply with a Variation Notice if the Contractor gives a written notice to the Crown's Representative, under clause 24.3, within 10 Business Days of receipt of the Variation Notice or such other time period as agreed by the parties.

### **24.3 Change to scope of Contracted Services**

If the Crown issues a Variation Notice that the Contractor considers would change the general scope of the Services, then the Contractor may so advise the Crown's Representative in writing within 10 Business Days or such other time period as agreed by the parties, stating:

- (a) whether or not the Contractor agrees to comply with the Variation Notice; and
- (b) if the Contractor agrees to comply with the Variation Notice, a proposal including fees and any other relevant impacts ("Variation Proposal") for carrying out the direction or change in Services.

Each time the Crown accepts a Variation Proposal, the Contractor must act upon the variation under the Variation Proposal and the Services under this Agreement will be deemed to be varied in accordance with such Variation Notice.

### **24.4 If no agreement, parties are in dispute**

If the Crown either:

- (a) does not agree, within five Business Days of receipt of the Contractor's notice given under clause 24.3, that the Variation Notice changes the general scope of the Services; or
- (b) does not accept the Variation Proposal;

then the parties will be taken to be in dispute and clause 41 applies.



#### **24.5 Changes to Monthly Fee due to variation**

Unless otherwise agreed in the Variation Proposal, the value of a variation to the Services must be determined using the Rates.

#### **24.6 Variation caused by Legislative Requirement**

If a new Legislative Requirement, or a change in a Legislative Requirement which could not reasonably have been anticipated at the date of this Agreement, necessitates:

- (a) a change to the Services; and
- (b) has effect after the date of this Agreement,

then the extent to which the Services are changed by that Legislative Requirement are taken to be a variation to the Services under this clause.

#### **24.7 Contractor may request variation**

The Contractor may request a variation to the Services by giving a written notice to the Crown, of which request will be considered by the Crown and which can be accepted or rejected by the Crown in its absolute discretion.

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## **25 Delay and extension of time**

If it becomes evident to a party that anything, including an act or omission of the Crown, may delay the delivery of the Services, then that party must promptly notify the other party in writing, with details of the possible delay and the cause. If the cause of the delay is an act or omission of the Crown, then the Crown must pay the Contractor the extra costs necessarily incurred by the Contractor because of the delay. Nothing in this clause:

- (a) obliges the Crown to pay extra costs for delay or disruption which have already been included in the value of a payment under this Agreement; or
- (b) limits the Crown's liability for damages for breach of contract.

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## **26 Force Majeure**

#### **26.1 Effect of a Force Majeure Event**

If an Affected Party is prevented from performing any obligations required by this Agreement by reason of a Force Majeure Event, then, provided that the Affected Party has complied with the requirements set out in clause 26.2:

- (a) the relevant obligations of the Affected Party will be suspended from the time that the Force Majeure Event prevents the performance of such obligations until the time that such obligations are no longer affected by the Force



Majeure Event, and subject to the provisions of clause 9.29.2(h) where the Force Majeure Event applies to a Fault ("Force Majeure Suspension Period"); and

- (b) the Affected Party will have no liability to the other party in respect of the failure to perform such obligations during the Force Majeure Suspension Period to the extent that such failure is caused by the Force Majeure Event subject to the provisions of clause 9.29.2(h) where the Force Majeure Event applies to a Fault.

## **26.2 Notice and performance**

- (a) If a party becomes aware of any matter likely to constitute a Force Majeure Event, that party must immediately give notice of that matter and all relevant particulars to the other party.
- (b) If required by the Crown and subject to the provisions of clause 9.29.2(h) where the Force Majeure Event applies to a Fault, within five Business Days of a request by the Crown, the Affected Party must give the other party written notice of:
  - (i) the full particulars of the Force Majeure Event including the nature and likely duration of the Force Majeure Event;
  - (ii) the relevant obligations of the Affected Party under this Agreement and the relevant Services affected by the Force Majeure Event and the nature, extent and likely duration of the effect of the Force Majeure Event on the Affected Party's ability to perform those obligations; and
  - (iii) the actions taken or the actions proposed to be taken by the Affected Party to remedy, abate, mitigate or minimise the effects of the Force Majeure Event.
- (c) The Affected Party must:
  - (i) use all reasonable diligence and all reasonable means to remedy, abate, mitigate or minimise the effect of the Force Majeure Event;
  - (ii) notify the other party in writing when the Force Majeure Event has terminated or abated to an extent which permits resumption of performance to occur; and
  - (iii) promptly resume performance (and give notice of such resumption) as soon as reasonably possible after the termination of the Force Majeure Event and its consequences or after the Force Majeure Event and its consequences have abated to an extent which permits resumption of performance to occur.



## **26.4 Impact on Fee**

Subject to the provisions of clause 9 regarding Force Majeure Events and Extended FM Events, if the Contractor is prevented from performing the Services or any part of the Services by reason of a Force Majeure Event, the Monthly Fee for the relevant month or months will be reduced by an amount as agreed by the parties to reflect the effect of the Force Majeure Event on the Services during the Force Majeure Suspension Period

## **26.5 Costs of Force Majeure Event or Extended FM Event**

Each party must bear its own costs incurred arising out of or in connection with a Force Majeure Event or Extended FM Event or the consequences of a Force Majeure Event or an Extended FM Event and the other party is not liable for, or in connection with, any claim, and the first Party is not entitled to make any claim, arising out of or in connection with a Force Majeure Event or Extended FM Event or the consequences of a Force Majeure Event or an Extended FM Event subject always to:

- (a) the provision of the Services by the Contractor; and
- (b) reasonable costs associated with the Crown's provision of a helicopter under clause 26.3 which is not owned by the Crown.

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## **27 Waiver of rights of recovery from the Crown**

The Contractor waives all present and future rights to claim against the Crown for:

- (a) personal injury to, or death of, the Contractor; or
- (b) either or both loss of, or damage to, any of the Contractor's property; and



- (c) financial loss to the Contractor;

arising from, or attributable to, the delivery of the Services, Out of Scope Services or TMRN Project. This waiver does not operate to release the Crown from any loss, damage or liability arising from, or attributable to, any:

- (d) wrongful (including negligent) act or omission of the Crown;
- (e) breach of this Agreement by the Crown; or
- (f) the indemnities under clause 34.3 or 39.5(b)(iii).

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## 28 Warranties

### 28.1 Contractor acknowledgements

The Contractor acknowledges and agrees that:

- (a) the Crown is relying on the representations and warranties made to it as set out in this Agreement;
- (b) the obligations and liabilities of the Contractor under this Agreement will remain unaffected despite:
  - (i) any information, data, representation, statement or document made, or provided to the Contractor, by the Crown or any other person whether or not on behalf of the Crown, in relation to the Services including any information, data, representation, statement or document with respect to a Site or the Environment; or
  - (ii) any error, omission, inadequacy or deficiency in the Services or any information referred to in sub clause (i);
- (c) as at the date of this Agreement, it is aware of the current condition of Sites, including Site access requirements and Site environments; and
- (d) it is aware of the current condition of Equipment and the design and architecture of the TMRN.

### 28.2 Contractor warranties regarding the RFT

The Contractor represents and warrants to the Crown that:

- (a) when entering this Agreement, it did not in any way rely upon any information, representation or statement forming part of the Request for Tender or otherwise provided by the Department;
- (b) it enters into this Agreement relying exclusively on its own investigations, interpretations and determinations;





- (c) it will obtain, or will be taken to have obtained, its own independent advice in relation to the Request for Tender, the information provided in connection with the Request for Tender and any relevant risks, contingencies and other circumstances having an effect on its Tender, including the impact of any relevant legislation on its Tender; and
- (d) the Crown will not be liable to it in relation to any Claim arising out of, or in any way connected with, any errors in or omissions in the Request for Tender or any other information provided to or received by it from any person in connection with the Tender process.

### **28.3 Contractor warranties regarding the Services**

The Contractor represents and warrants to the Crown that the Contractor:

- (a) has made full and adequate allowance in the Monthly Fee for the costs of:
  - (i) all matters and things necessary for the performance and completion of the Services in accordance with this Agreement; and
  - (ii) complying with all of the Contractor's obligations under this Agreement;
- (b) will, at all times, be suitably qualified and experienced, and will exercise the skill, care and diligence to be expected of a Competent Contractor using Industry Best Practices in the performance and completion of the Services, Out of Scope Services and TMRN Projects;
- (c) has, or will have at the relevant time the resources, capacity, expertise and ability to provide the Services;
- (d) will perform the Services in accordance with the requirements set out in this Agreement;
- (e) will only recommend, select and/or procure equipment, software and Spares that:
  - (i) are of acceptable quality;
  - (ii) are fit for the purposes of the continued operation of the TMRN;
  - (iii) are compatible with the TMRN; and
  - (iv) will not adversely affect the performance of the TMRN or the Services provided under this Agreement;
- (f) will only permit or introduce Contractor Tools into the TMRN that:
  - (i) are of acceptable quality;





- (ii) are fit for the purposes of the continued operation of the TMRN;
- (iii) are compatible with the TMRN;
- (iv) are appropriate for ESO networks;
- (v) will not adversely affect the performance of the TMRN or the Services provided under this Agreement; and
- (vi) comply with all Legislative Requirements;
- (g) will perform the Services efficiently and use technology appropriate for and that does not negatively impact the TMRN;
- (h) where necessary, will engage and retain Subcontractors and Third Party Providers who are suitably qualified and experienced and will coordinate the activities of the Subcontractors and Third Party Providers so that the Services are performed and completed in a proper and workmanlike manner;
- (i) any hardware, software systems, materials or equipment used by the Contractor is suitable, sufficient and appropriate for use in connection with the TMRN; and
- (j) any information or Document provided by the Contractor to the Crown in connection with providing the Services is current, complete and accurate.


## 28.5 Contractor warranties regarding Software

The Contractor represents and warrants to the Crown that:

- (a) all Software installed by the Contractor into the TMRN is up to date, including all software of  which must be up to date in accordance with  requirements, and that all warranties for such Software are valid and continue to be valid for the full time period granted under those warranties; and



- (b) it will regularly implement any software, firmware, computer program, patch, update or anti-virus protection on all relevant Contractor Tools that are owned or operated by the Contractor, which connect to and interface with the TMRN.

## **28.6 Contractor warranties regarding security**

The Contractor represents and warrants to the Crown that:

- (a) it and all of its employees, Affiliates, Affiliates employees, agents, Subcontractors and Third Party Providers engaged by the Contractor will at all times comply with the Security Policy; and
- (b) it and all of its employees, Affiliates, Affiliates employees, agents, Subcontractors and Third Party Providers engaged by the Contractor will at all times comply with the security obligations specified in clause 36.

## **28.7 Contractor general warranties**

The Contractor represents and warrants to the Crown that:

- (a) it is a company duly incorporated and validly existing under the Legislative Requirements of its place of incorporation;
- (b) it has taken all necessary action to authorise the execution, delivery and performance of this Agreement, in accordance with its terms;
- (c) it has power to enter into and perform its obligations under this Agreement and to carry out the transactions contemplated by this Agreement;
- (d) its obligations under this Agreement are valid and binding and are enforceable against it in accordance with its respective terms subject to any necessary stamping and registration, the availability of equitable remedies and Legislative Requirements relating to the enforcement of creditor's rights;
- (e) it has the corporate power to own its own assets and to carry on its business as it is now being conducted;
- (f) it is not the responsible entity of any trust nor does it hold any property subject to or impressed by any trust; and
- (g) no litigation, arbitration, tax claim, dispute or administrative or other proceeding (which has not been disclosed to the Crown in writing prior to the date of execution of this Crown) has been commenced, is pending or, to its knowledge, threatened in writing against it which is likely to have an adverse effect upon it or its ability to perform its financial or other obligations under this Agreement.



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## 29 Indemnities

### 29.1 Contractor indemnifies Crown

The Contractor indemnifies the Crown against all present and future legal liability, claims or proceedings for:

- (a) personal injury to, or death of, a Third Party; or
- (b) either or both Loss of, or damage to, property of a Third Party; and
- (c) financial Loss of a Third Party;

arising from, or attributable to the delivery of the Services, Out of Scope Services and TMRN Projects, to the extent that the injury, death, damage or Loss is not caused by a wrongful (including negligent) act or omission of the Crown.

### 29.2 Nature of indemnities

The indemnities in clause 29.1:

- (a) are continuing obligations of the Contractor, separate and independent from any other obligations; and
- (b) survive the termination of this Agreement.

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## 30 Insurance

### 30.1 Contractor to insure

The Contractor must hold and keep current throughout the Term, contracts of insurance with a reputable insurer lawfully carrying on insurance business in Australia, indemnifying:

- (a) the Contractor's liability for:
  - (i) personal injury to, or death of, a Third Party; and
  - (ii) either or both Loss of, or damage to, the property of a Third Party and when undertaking a TMRN Project, the property of the Crown,for \$20,000,000 for any one occurrence and in annual aggregate;
- (b) the Contractor's liability for workers' compensation;
- (c) in addition to any compulsory motor vehicle third party insurance required to be taken out by the Contractor under any Legislative Requirements, the Contractor must hold marine cargo insurance which will cover the transport of any Crown trailers, mobile materials and Equipment, brought on to Sites or



used in connection with the Services, Out of Scope Services and TMRN Projects by the Contractor, when the Contractor has the risk of Loss of the products whether owned, hired or leased ; and

- (d) the Contractor's liability for professional negligence, for \$20,000,000 for any one occurrence and in annual aggregate.

The liability to be insured against under paragraph (a) is liability arising from, or attributable to, the Contractor carrying out the Services, Out of Scope Services and TMRN Projects, to the extent that the injury, death, damage or loss is caused by a wrongful (including negligent) act or omission of the Contractor or the Contractor's employees, Affiliates, Affiliates employees, agents, Subcontractors or Third Party Providers.

### **30.2 Crown to be named as an additional insured**

Insurance contracts required under clause 30.1(a) must name "the Crown in right of Tasmania" as an additional insured for the purpose of indemnifying the Crown for any vicarious or other legal liability (if any) it may have in respect of any injury, death, damage or loss caused by a negligent act or omission of the Contractor.

### **30.3 Contractor to notify Crown's Representative**

The Contractor must notify the Crown's Representative in writing as soon as practicable:

- (a) if an insurance contract referred to in clause 30.1 lapses, is cancelled or is materially altered; or
- (b) if the Contractor claims, or becomes entitled to claim, under such an insurance contract for something related to delivering the Services, the Out of Scope Services or TMRN Projects.

### **30.4 Evidence of insurance**

During the term, on the anniversary of the Agreement Commencement Date, the Contractor must deliver the Crown's Representative certificates of currency for each insurance contract taken out under clause 30.1.

### **30.5 Professional indemnity insurance**

The Contractor must maintain the professional indemnity insurance required under clause 30.1, for six years after this Agreement expires or terminates, to provide indemnity against claims:

- (a) based on anything done, omitted, or that happened, while the Services, Out of Scope Services and TMRN Projects were being provided; and
- (b) made during those six years.



This clause 30.5 survives any termination of this Agreement.

### **30.6 Insurance is primary**

- (a) Each of the insurance policies required under this clause 30 are primary and not secondary to the indemnities referred to in this Agreement. However, the Crown is not obliged to make a claim or institute proceedings against any insurer under the insurance policies before enforcing any of its rights or remedies under the indemnities referred to in this Agreement, or generally. In addition, the parties acknowledge that if a claim is made under an insurance policy by the Crown, it is its intention that the insurer cannot require the Crown to exhaust any indemnities referred to in this Agreement before the insurer considers or meets the relevant claim.
- (b) Subject to clause 31, the Contractor acknowledges that regardless of whether the insurance policies respond or not, and regardless of the reason why the insurance policies respond or fail to respond, the Contractor is not released (in whole or in part), from any of its obligations under the indemnities referred to in this Agreement, or generally.

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## **31 Risk and Liability**

### **31.1 Risk Allocation Matrix**

The Crown and the Contractor will each be responsible for the risks as set out in the Risk Allocation Matrix.

### **31.2 Exclusion of liability**

- (a) Subject to clause 31.2(b), no party will be liable to the other party for any Consequential Loss suffered or incurred by the other party arising out of or in connection with this Agreement.
- (b) The Contractor will be liable to the Crown for any injury or death of a Third Party, any damage to or loss of property of a Third Party, financial loss of a Third Party pursuant to the indemnity in clause 29.1(c) and any Third Party claim in connection with an infringement or alleged infringement of the Third Party's rights, including Intellectual Property rights pursuant to the indemnity in clause 33.6.

### **31.3 Total liability**

- (a) Each of the Contractor and the Crown's total liability under this Agreement, irrespective of the basis on which the Contractor and the Crown are entitled to claim damages (including for breach, negligence, indemnity, misrepresentation, or tort), is limited to an amount corresponding to:
  - (i) the total of the fees payable for the Initial Term plus the fees payable for any Out of Scope Services during the Initial Term; plus



(ii) the total price for each and every TMRN Project under Schedule 20 subject to:

(A) successful acceptance of the relevant TMRN Project by the Crown in accordance with the terms applicable to the relevant TMRN Project; and

(B) incorporation of the solution into the TMRN in accordance with the terms applicable to the relevant TMRN Project so that the solution is maintained as part of the Services; ~~plus;~~

(iii) the total of the fees payable for the ~~first~~ Further Term plus the ~~fees payable for value of any~~ Out of Scope Services during ~~that the first~~ Further Term will be added to the amounts under (i) ~~and (ii)~~ on and from the commencement of for the ~~fifth first~~ Further Term~~year; plus~~

(iv) the total of the fees payable for the second Further Term plus the fees payable for ~~value of any~~ Out of Scope Services during the second Further Term will be added to the amounts under (i), (ii) and (iii) on and from the commencement of the second Further Term,

whether or not any such amounts are due and owing or have been paid by the Crown to the Contractor.

(b) The limitations set out in clause 31.3(a) do not apply to:

(i) claims arising under clause 35 (Confidentiality);

(ii) the Crown's obligations to make payment of the Fees under clause 22;

(iii) the Contractor's obligation to make any abatements under clauses 9 and 10;

(iv) any damages or Loss for injury, sickness or death;

(v) unlawful or fraudulent acts or omissions;

(vi) an act or omission of the Contractor done or omitted to be done with reckless disregard, whether consciously or not, for the consequences of the act or omission;

(vii) material breaches of security under clause 36; and

(viii) Loss of, or damage to, property of a Third Party.

#### 31.4 Mitigation of liability

The parties shall be obliged to take all reasonable steps to mitigate any loss or potential loss under this Agreement.



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## **32 Bank Guarantee**

### **32.1 Provision of Bank Guarantee**

Subject to clause 32.2(a) and in accordance with the requirements of clause 2(a)(i), the Contractor at its own cost must provide the Crown with the Bank Guarantee during the Term.

### **32.2 Release of security**

- (a) The Crown will release to the Contractor the Bank Guarantee within 20 Business Days after the expiry of this Agreement, provided however that if there are any disputes outstanding with respect to this Agreement as at either date, then the date for release by the Crown of any security will be the earlier of (i) 18 months from the expiry of this Agreement, or (ii) five Business Days after the date on which the last of those disputes to be resolved is resolved to the reasonable satisfaction of the Crown.
- (b) The release of any security under sub clause (a) is conditional upon the Contractor having provided a written notice to the Crown requesting the release of the relevant security no earlier than 20 Business Days prior to the due date for the release of the relevant security.

### **32.3 Recourse to security**

- (a) Without limiting the unconditional nature of the security, the Crown may demand, receive and use the proceeds of the security whenever the Crown believes that it is entitled to and asserts a right to the payment of money by the Contractor under, arising out of or in connection with this Agreement (including where the Contractor has not remedied a default under a default notice) or otherwise at law relating to the Services.
- (b) Where the Crown has had recourse to the security and it is subsequently found that the amounts drawn down were not payable by the Contractor, the Crown will repay the amount not payable by the Contractor within 30 Business Days and the repayment of this amount will be the sole and exclusive remedy of the Contractor against the Crown with respect to such recourse to the security and where the Contractor has failed to pay the amount within five Business Days of notice from the Crown for such payment. The Contractor must not take any action or bring any proceedings to restrain or prevent or seek an order restraining or preventing the Crown from exercising its rights under this clause 32.3, provided that nothing in this clause prevents the Contractor from subsequently disputing whether the Crown is entitled to recover the amount drawn down in accordance with this clause 32.3.
- (c) Except as expressly provided for in sub clause (b), the Crown is not liable for, or in connection with, any Claim (and the Contractor is not entitled to make any Claim) arising out of or in connection with any recourse to the security.





### **32.4 Replacement of security**

- (a) The Contractor agrees that it will, not less than 20 Business Days prior to the expiry of any Bank Guarantee:
  - (i) procure the extension of the expiry date under that Bank Guarantee by one year or such other lesser period for the remainder of the Term; or
  - (ii) procure the issue to the Crown of a replacement Bank Guarantee which:
    - (A) is for a term of at least one year or such other lesser period for the remainder of the Term;
    - (B) is in the form and in the amount of the Bank Guarantee that it is replacing; and
    - (C) otherwise satisfies and is governed by the terms and the requirements of this Agreement for the provision of the Bank Guarantee that it is replacing.
- (b) Upon receipt of the replacement Bank Guarantee in accordance with sub clause (a)(ii) the Crown will return the previous Bank Guarantee to the Contractor.
- (c) In addition to any other right of the Crown to draw on any security, the Crown may make a drawing on the security if the obligation to provide a replacement Bank Guarantee pursuant to this clause 32.4 is not satisfied by 15 Business Days prior to the expiry of that Bank Guarantee, in which event the Crown may draw the full face value of that Bank Guarantee and hold that amount as security, in accordance with this Agreement.

### **32.5 Annual review**

- (a) The amount of the Bank Guarantee will be reviewed annually by the Crown to ensure that its amount is sufficient for the purposes of this Agreement.
- (b) If the Crown determines that the amount of the Bank Guarantee is insufficient, the Crown will notify the Contractor of its decision in writing and request that a new Bank Guarantee be provided to the Crown for a revised amount, as agreed by the parties in writing acting reasonably.
- (c) Within 20 Business Days of a notice from the Crown under clause (b) above, the Contractor must procure the issue to the Crown of a replacement Bank Guarantee for the amount agreed under clause 32.5(b), that:
  - (i) is for a term of at least one year or other lesser period for the remainder of the Term;



- (ii) is in the form and in the amount of the Bank Guarantee that it is replacing; and
  - (iii) otherwise satisfies and is governed by the terms and the requirements of this Agreement for the provision of the Bank Guarantee that it is replacing.
- (d) Upon receipt of the replacement Bank Guarantee in accordance with clause (c) above, the Crown will promptly return the previous Bank Guarantee to the Contractor.

### **32.6 Parent Company Guarantee**

The Contractor must, if required by the Crown, provide to the Crown within 20 Business Days after the Agreement Commencement Date, a guarantee duly executed by the parent company of the Contractor in a form agreed by the parties. The obligations of the Contractor will be jointly and severally guaranteed by the parent company guarantor.

### **32.7 Material Adverse Change**

- (a) The Contractor must notify the Crown:
  - (i) if there is a material adverse change to the nature of the parent company guarantor's business;
  - (ii) if there is a material adverse change in the total value of the parent company guarantor's net asset position from that disclosed to the Crown prior to signing the Services Agreement; or
  - (iii) of any other matter which may impact on the value of the parent company guarantor's assets or the guarantee referred to in this clause 32.7,

where such material adverse change or matter impacts the Contractor's ability to satisfy its obligations under this Agreement or satisfy the terms of the Parent Company Guarantee.

- (a) If a notification is given to the Crown under sub clause (a), the Crown may require the Contractor to obtain a further guarantee in a form acceptable to the Crown from another company acceptable to the Crown.
  - (b) If the Crown required a further guarantee to be obtained under sub clause (a) the Contractor must obtain that guarantee within 20 Business Days of a request by the Crown.



- (b) Subject to the Crown's compliance with clause (d) below, to the extent that Contractor Background Material subsists in Contract Materials, the Contractor grants the Crown an irrevocable, perpetual, royalty free, non-exclusive licence to use the Contractor Background Material for the purpose of any, or all of (together the **Purpose**):
- (i) receiving the benefit of the Services, Out of Scope Services and TMRN Projects;
  - (ii) the ongoing use of the TMRN, in whole or in part; or
  - (iii) the transition to and use for any future whole of Government radio network for Tasmania including by way of, either, or both, Out of Scope Services or TMRN Projects.
- (c) Other than for the purpose of clauses (b)(i), (b)(ii) or (b)(iii) the licence granted under clause (b) above cannot be assigned, transferred, conveyed, licensed or otherwise disposed of, wholly or partially, except with the prior written consent of the Contractor, which consent will not be unreasonably withheld or delayed. The Crown may sub-license the licence granted under clause (b) above to any Third Party for the purpose of clauses (b)(i), (b)(ii) or (b)(iii) above.
- (d) Despite any other provision of this Agreement, with respect to any Documents, the Crown may disclose any Document to a Third Party or within the Crown but outside of the Department, for any Purpose, as follows:
- (i) **No Contractor Background Material in the Document**

If the Crown has reasonably determined that the Document does not contain any Contractor Background Material that specifically details internal proprietary processes and algorithms (such as MSDP) used by the Contractor directly to deliver the Services, Out of Scope Services or TMRN Projects, including any configuration sheets provided by the Contractor to the Crown describing those processes and algorithms, the Crown does not require consent from the Contractor as a condition of disclosure to a Third Party or within the Crown but outside of the Department, but is still required to comply with clause (iv).
  - (ii) **Redacted Document**

The Crown must redact or remove from the Document all Contractor Background Material that the Crown reasonably considers specifically details internal proprietary processes and algorithms (such as MSDP) used by the Contractor directly to deliver the Services, Out of Scope Services or TMRN Projects, including any configuration sheets provided by the Contractor to the Crown describing those processes and algorithms (**Redacted Document**), and prior to disclosure to any Third



Party or within the Crown but outside of the Department must first obtain the consent of the Contractor in accordance with clause (iii).

(iii) **Contractor Consent**

The Contractor must, acting reasonably, in good faith and within five Business Days of receipt of the Redacted Document from the Crown, review the Redacted Document and notify the Crown in writing that:

- (A) it consents to the disclosure of the Redacted Document, in which case the Crown may then disclose the Redacted Document to the Third Party or within the Crown but outside of the Department;
- (B) it consents to the disclosure of an amended version of the Redacted Document (**Amended Redacted Document**), in which case the Contractor must, at the same time, provide to the Crown the Amended Redacted Document and the Crown may then disclose the Amended Redacted Document to the Third Party or within the Crown but outside of the Department; or
- (C) it does not consent to the disclosure of the Redacted Document or Amended Redacted Document, in which case the Contractor must, at the same time, provide the Crown with written and detailed reasons for withholding its consent and clause (v) will apply.

(iv) **Notice to Contractor**

The Crown must notify the Contractor contemporaneously with, and in any event within one Business Day of, the Crown disclosing any Document to a Third Party or within the Crown but outside of the Department.

(v) **Resolution of disputes**

If the Contractor does not consent to the disclosure of the Redacted Document or Amended Redacted Document, the Crown's Representative and the Contractor's Representative must meet in Hobart within five Business Days to discuss the Contractor's reasons for withholding its consent and how the issue can be resolved, both parties acting reasonably and in good faith.

### **33.6 Contractor IP indemnity**

Subject to clause 33.7(c), the Contractor indemnifies the Crown from any Loss arising in connection with a claim of infringement of any Intellectual Property right (including any Moral Right)(**Contractor IP Claims**):



- (a) arising from the Crown's use of software, systems, products, documents data or other resources owned, produced, developed or used by the Contractor in the provision of the Services, Out of Scope Services and TMRN Projects;
- (b) the Crown's use of Contractor Background Material licensed to the Crown by the Contractor under this Agreement;
- (c) the Crown's use of Contract Material; or
- (d) assigned, transferred, licensed or made available to the Crown by the Contractor in connection with the Services, Out of Scope Services and TMRN Projects.

but only if such third party claim is awarded in a final judgment by a competent court or by a settlement agreed to by the Contractor and where the claim is withdrawn without final judgment by a competent court or by a settlement agreed to by the Contractor, the Contractor must reimburse the Crown for the Crown's reasonable costs and expenses incurred with regard to that claim.

### **33.7 Intellectual Property Claims**

- (a) The Contractor will defend or settle at its cost any Contractor IP Claim, provided that the Crown:
  - (i) promptly notifies the Contractor in writing of the claim; and
  - (ii) reasonably co-operates with the Contractor and grants to the Contractor the sole authority to control the defence and any related settlement, provided that the Contractor must reimburse the Crown for the Crown's Loss of complying with this clause in accordance with the indemnity in clause 33.6.
- (b) In the event of a Contractor IP Claim, the Contractor may at its option procure the right for the Crown to continue using infringing Intellectual Property (including Moral Right), or modify or replace the relevant Intellectual Property.
- (c) The Contractor is not obliged to provide the indemnity to the Crown under clause 33.6 or to defend any claims to the extent that such obligation arises as a result of the Crown or another party on the Crown's behalf:
  - (i) modifying any products or using any products or services outside of any limits agreed by the Contractor and the Crown in writing;
  - (ii) using the items in clause 33.6(a) to 33.6(d) other than for the purpose of:
    - (A) receiving the benefit of the Services, Out of Scope Services and TMRN Projects;
    - (B) the ongoing use of the TMRN, in whole or in part; or



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## **33 Contract Material**

### **33.1 Title to, and property in, Contract Material**

- (a) The title to, and property (including all Intellectual Property) in, all Contract Material that are Documents vests in the Crown upon its creation, and that material will remain readily available to the Contractor during the Term to the extent necessary to enable the Contractor to perform its duties under this Agreement.
- (b) Subject to clause (c), the title to, and property (including all Intellectual Property) in, all Contract Material that are not Documents, except Contractor Background Material, vests in the Crown upon its creation, and that material will remain readily available to the Contractor during the Term to the extent necessary to enable the Contractor to perform its duties under this Agreement.
- (c) Prior to the development of any Contract Material that is software, both parties will agree to the ownership and licensing rights and obligations under this Agreement or under a TMRN Project.
- (d) Where any Contract Material contains any registered trademarks of the Contractor, following the expiration or termination of this Agreement, the Crown must remove those registered trademarks where those Contract Materials are to be published or provided to any Third Party.

### **33.2 Contractor must return Contract Material**

On the expiration or earlier termination of this Agreement, the Contractor must immediately deliver all Contract Material in its possession or control to the Crown's Representative and, if necessary and subject to clauses 33.1(a) and (b), transfer any Intellectual Property forming part of that material to the Crown, provided that the Crown has complied with the obligations in clause 22.

### **33.3 Use of Contract Material restricted**

Subject to clause 36, the Contractor must ensure that the Contract Material is used, copied, supplied or reproduced only for the purposes of this Agreement.

### **33.4 Moral Rights consent from Contractor**

The Contractor unconditionally consents to any infringement of its Moral Rights resulting from any use, by or on behalf of the Crown, of the Contract Material.

### **33.5 Contractor Background Material**

- (a) Notwithstanding any other provision of this Agreement, all Contractor Background Material shall remain the property of the Contractor, its Affiliate or licensors (as the case may be).



- (C) any whole of Government radio network for Tasmania;
- (iii) using products in a country other than the country for which the products were intended, unless such use was at the direction or request of, or agreed by, the Contractor in writing; or
- (iv) or, to the extent that the Contractor IP Claim is caused by products, data or materials not provided by the Contractor, its Subcontractors or its Third Party Providers.

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## **34 Crown Material**

### **34.1 Crown Material remains property of the Crown**

Crown Material remains the property of the Crown and on the expiration or earlier termination of this Agreement the Contractor must immediately return all the Crown Material to the Crown's Representative. The cost of delivery must be paid by the Contractor.

### **34.2 Third party rights in Crown Material**

The Crown's Representative must inform the Contractor of any Crown Material in which third parties hold Intellectual Property and any conditions or limitations attaching to the use of that Crown Material as a result of that Intellectual Property. The Contractor must use Crown Material only under the conditions and limitations to which it is subject.

### **34.3 Use of Crown Material**

- (a) The Crown grants to the Contractor a limited, royalty free licence for the Term of this Agreement to use the Crown Material solely in connection with the provision of the Services, Out of Scope Services and TMRN Projects.
- (b) Except where necessary for the performance of the Services, Out of Scope Services and TMRN Projects and in which instance can only be sub-licensed by the Contractor, the licence granted under clause (a) above cannot be assigned, transferred, conveyed, licensed or otherwise disposed of, wholly or partially, except with the prior written consent of the Crown, which consent will not be unreasonably withheld or delayed.

### **34.4 Crown IP indemnity**

Subject to clause 34.5(c), the Crown indemnifies the Contractor from any Loss arising in connection with a claim of infringement of any Intellectual Property right (including any Moral Right)(**Crown IP Claim**):

- (a) arising from for the Contractor's use of Crown Material; or



- (b) in the Crown Materials licensed to the Contractor by the Crown under this Agreement.

but only if such third party claim is awarded in a final judgment by a competent court or by a settlement agreed to by the Crown and where the claim is withdrawn without final judgment by a competent court or by a settlement agreed to by the Crown, the Crown must reimburse the Contractor for the Contractor's reasonable costs and expenses incurred with regard to that claim.

### **34.5 Intellectual Property claims**

- (a) The Crown will defend or settle at its cost any Crown IP Claim, provided that the Contractor:
  - (i) promptly notifies the Crown in writing of the claim; and
  - (ii) reasonably co-operates with the Crown and grants to the Crown the sole authority to control the defence and any related settlement, provided that the Crown must reimburse the Contractor for the Contractor's Loss of complying with this clause in accordance with the indemnity in clause 34.3.
- (b) In the event of a claim being made, the Crown may at its option procure the right for the Contractor to continue using infringing Crown Material, modify or replace the relevant Crown Material.
- (c) The Crown is not obliged to indemnify the Contractor or to defend any Crown IP Claim to the extent that such obligation arises as a result of the Contractor (or another party on its behalf):
  - (i) modifying any products or using of Crown Material outside of any limits agreed by the Contractor and the Crown in writing;
  - (ii) using the Crown Material outside of the Term; or
  - (iii) using the Crown Material outside Australia, unless such use was agreed by the Crown in writing.

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## **35 Confidentiality**

### **35.1 Parties may disclose contract provisions**

Despite any confidentiality or Intellectual Property right subsisting in this Agreement or a tender giving rise to it, either party may publish, without reference to the other, all or any part of this Agreement, except those parts identified in Schedule 4 ("Confidential Provisions").





### **35.2 Limited confidentiality for Confidential Provisions**

- (a) The Head of Agency has determined that the Confidential Provisions must remain confidential.
- (b) The parties must maintain confidentiality of the Confidential Provisions for the period determined and approved by the Head of Agency, so far as the law allows, except to the extent that:
  - (i) the Confidential Provisions are available to the public generally, other than by breach of this Agreement;
  - (ii) a law requires a party to file, record or register something that includes the Confidential Provisions;
  - (iii) disclosure is necessary or advisable to get a consent, authorisation, approval or licence from a governmental or public body or authority;
  - (iv) it is necessary or advisable to disclose the Confidential Provisions to a taxation or fiscal authority;
  - (v) it is necessary to disclose the Confidential Provisions in answer to a question asked of a Minister in the Parliament or otherwise to comply with a Minister's obligations to Parliament;
  - (vi) the Confidential Provisions are disclosed confidentially to a party's professional advisers:
    - (A) to get professional advice about this Agreement; or
    - (B) to enforce this Agreement; or
  - (vii) the parties agree otherwise in writing.

### **35.3 Contractor must not disclose other material**

Subject to clauses 35.1 and 35.2, the Contractor must not publicly disclose, or use for a purpose other than this Agreement, any information or material acquired or produced in connection with, or by performing, this Agreement, including Crown Material or Contract Material ("Confidential Material"), without the prior written consent of the Crown's Representative, except to the extent that:

- (a) the Confidential Material is available to the public generally, other than by breach of this Agreement;
- (b) a law requires the Contractor to disclose, file, record or register something that includes Confidential Material;
- (c) disclosure is necessary or advisable to get a consent, authorisation, approval or licence from a governmental or public body or authority;



- (d) it is necessary or advisable to disclose the Confidential Material to a taxation or fiscal authority;
- (e) the Confidential Material is disclosed confidentially to professional advisers:
  - (i) to get professional advice about this Agreement; or
  - (ii) to enforce this Agreement; or
- (f) the parties agree otherwise in writing.

#### **35.4 Crown must not disclose other material**

Subject to clauses 35.1 and 35.2 and other than Crown Material and Contract Material, the Crown must not publicly disclose, or use for a purpose other than this Agreement, any information or material acquired or produced in connection with, or by performing, this Agreement (“**Contractor Confidential Material**”), without the prior written consent of the Contractor's Representative, except to the extent that:

- (a) the Contractor Confidential Material is available to the public generally, other than by breach of this Agreement;
- (b) a law requires the Crown to disclose, file, record or register something that includes Contractor Confidential Material;
- (c) disclosure is necessary or advisable to get a consent, authorisation, approval or licence from a governmental or public body or authority;
- (d) it is necessary or advisable to disclose the Contractor Confidential Material to a taxation or fiscal authority;
- (e) the Contractor Confidential Material is disclosed confidentially to professional advisers:
  - (i) to get professional advice about this Agreement; or
  - (ii) to enforce this Agreement; or
- (f) the parties agree otherwise in writing.

#### **35.5 Employees to comply**

The parties must ensure that their respective employees, agents, Affiliates, Affiliate employees, Subcontractors and Third Party Providers who have access to the Confidential Provisions, Confidential Material, Contractor Confidential Material or any of them, are aware of, and comply with, all confidentiality obligations affecting it.



### 35.6 Privacy obligations preserved

Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cth).

### 35.7 No publicity

- (a) The Contractor must not advertise, publish or release any information, publication, document or article for publication concerning the Services or this Agreement in any media without the prior written approval of the Crown, who may place conditions on such approval. The Contractor must refer any enquiries concerning the Services, Out of Scope Services and TMRN Projects from any media to the Crown as soon as reasonably practicable.
- (b) Subject to any obligations or requirements of the Crown as a Governmental body, the Crown must not advertise, publish or release any information, publication, document or article for publication concerning the Services or this Agreement in any media without the prior written approval of the Contractor, who may place conditions on such approval.

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## 36 Security

### 36.1 Contractor compliance

The Contractor must at all times, in its delivery of the Services, Out of Scope Services and TMRN Projects:

- (a) comply with the Security Policy;
- (b) manage the security of the TMRN;
- (c) ensure that the MSDP complies with the Security Policy;
- (d) comply with all Crown or Third Party security and office regulations in effect as notified by the Crown or the Crown's Representative when using any of the Crown's premises or facilities; and
- (e) comply with all Crown security requirements set out in this clause 36 and any other reasonable security requirements and policies notified to the Contractor from time to time.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



1. **Identify the subject and the verb.**  
 The subject is "The committee" and the verb is "has agreed".  
 The sentence is in the present perfect tense.

- (c) In seeking to provide access to Protected Information to particular employees of the Contractor or its Affiliates, agents, Subcontractors and Third Party Providers, the Contractor must:
- (i) take all necessary steps to ensure that only the employees, Affiliates, Affiliates employees, agents, Subcontractors and Third Party Providers who need to have access to Protected Information for the purpose of facilitating the Contractor's performance of its obligations under this Agreement is sought, and only to that extent;
  - (ii) have prior TMRN Approvals in place before access is provided; and
  - (iii) ensure that each employee, Affiliate, Affiliate employee, agent, Subcontractor or Third Party Provider of the Contractor who is granted access to any Protected Information, has received appropriate training to ensure he or she understands the Contractor's obligations under this clause 36.3.
- (d) The Contractor must ensure that any person to whom the Contractor discloses Protected Information complies with the obligations of the Contractor under this clause 36.

#### **36.4 Physical security of Contractors premises and facilities**

The Contractor must ensure that all physical premises and facilities that it occupies and from which:

- (a) delivery of the Services, Out of Scope Services and TMRN Projects are co-ordinated or being undertaken; or
- (b) where Protected Information is kept, accessed or stored,

comply at all times with the Security Policy.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]





### **36.6 Crown user identification**

The Crown may, at its discretion, give notice requiring the Contractor to provide a written report on the employees, Affiliates, Affiliates employees, agents, Subcontractors and Third Party Providers of the Contractor who have utilised the Crown's user identification and/or who have been provided with identification cards by the Contractor to access the TMRN or Protected Information.

### **36.7 Security and Integrity of Protected Information**

- (a) The Contractor must take appropriate technical and organisational measures to ensure that all Protected Information generated or held by the Contractor in connection with this Agreement is protected against:
  - (i) unauthorised or unlawful access, use, disclosure or modification; and
  - (ii) loss, destruction, or damage.
- (b) Upon request from the Crown, the Contractor must provide the Crown with evidence of the Contractor's compliance with its obligations under sub clause (a).
- (c) From time to time the Crown may direct that the Contractor take specified steps or achieve specified types or levels of security, secrecy or privacy protection in respect of the Protected Information and the Contractor must comply with any such directions and the impacts of any compliance will be considered by the parties and agreed in a Variation Proposal or a Change Request.



- (d) The Contractor must take all reasonable steps to ensure that Protected Information provided to it in connection with this Agreement is stored or recorded accurately and is not altered or amended except as directed by the Crown or to the extent required to fulfil its obligations under this Agreement.
- (e) The Contractor must ensure that the Protected Information is capable of location and identification at all times and is kept separate from information held by the Contractor for persons other than the Crown.

### **36.8 Unauthorised access to Protected Information**

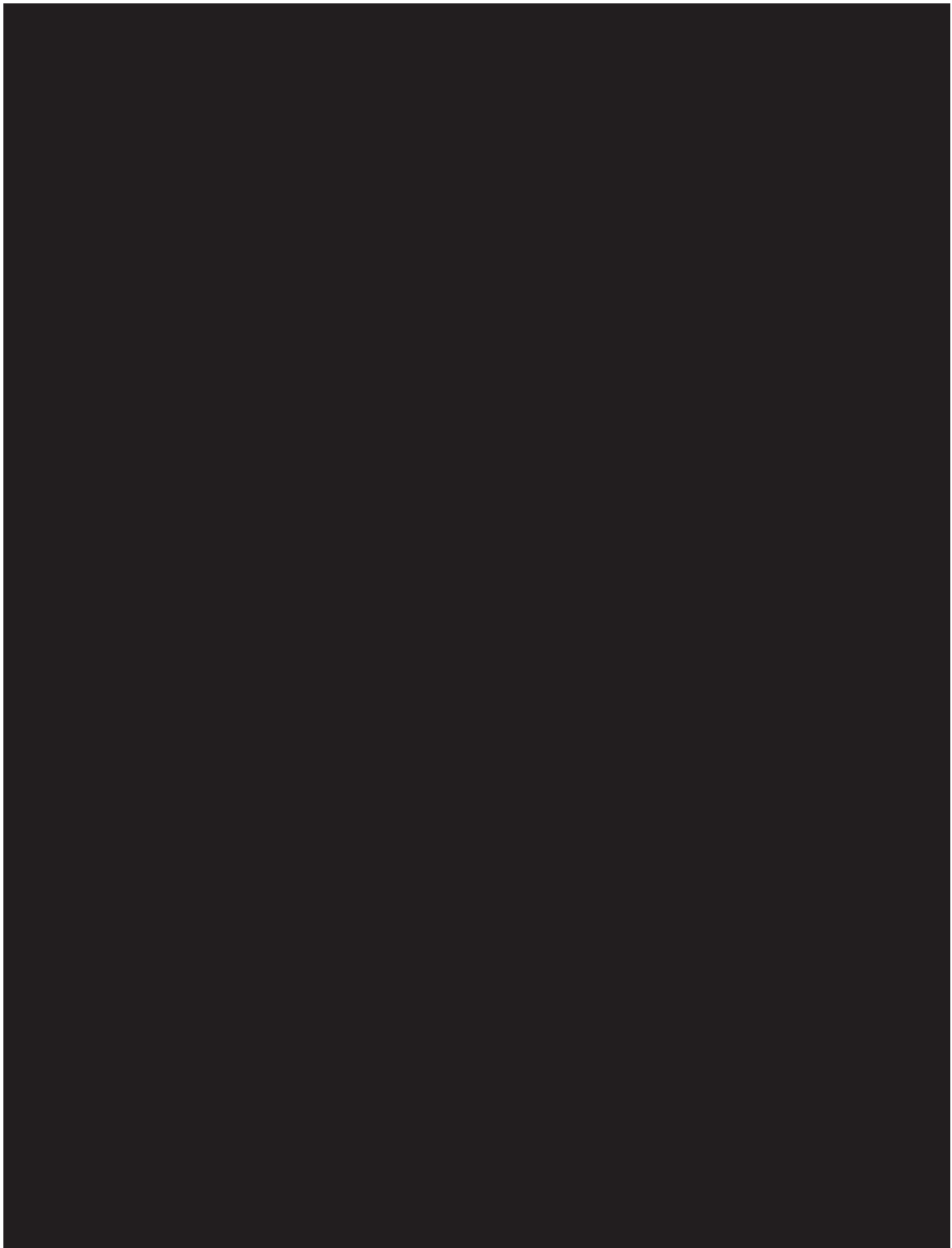
If the Contractor becomes aware of any:

- (a) breach of this clause 36 by the Contractor or any employee of the Contractor or its Affiliates, agent, Subcontractor or Third Party Provider of the Contractor;
- (b) unauthorised disclosure, use, modification or access, or attempted unauthorised disclosure, use modification or access, or misuse or loss of such Protected Information; or
- (c) act or practice of the Contractor or any employee, Affiliate, Affiliate employee, agent, Subcontractor or Third Party Provider of the Contractor which causes a failure by the Crown to comply with its obligations under the Privacy Laws or any privacy statements or policies issued by it and which have been notified to the Contractor, in respect of any Protected Information,

the Contractor must:

- (d) immediately notify the Crown provide the Crown with full particulars and details;
- (e) where it is the responsibility of the Contractor as allocated under the Responsibility Allocation Matrix and subject to any Legislative Requirements, immediately investigate the incident and provide the Crown with the details, results and outcomes of the investigation; and
- (f) co-operate with the Crown in any investigation by the Crown in relation to the incident.





### **36.10 Material Security Incidents**

All Material Security Incidents must be dealt with in accordance with the Security Policy and where such Material Security Incident:

- (a) has not been caused by or contributed to by any act or omission of the Contractor or any of its employees, Affiliates, Affiliate employees used by the Contractor, agents, Subcontractors or its Third Party Providers , the





implementation of the plan to remedy the Material Security Incident to be agreed by the parties, will be at the cost of the Crown; and

- (b) has been caused by or contributed to by any act or omission of the Contractor or any of its employees, Affiliates, Affiliate employees used by the Contractor, agents, Subcontractors or its Third Party Providers, the implementation of the plan to remedy the Material Security Incident to be agreed by the parties, will be at the cost of the Contractor.

### **36.11 Prevention**

Where there has been a breach of any of the provisions of this clause 36 or any of the other security obligations of the Contractor set out in this Agreement, the Contractor must put in place measures to prevent the reoccurrence of such breach.

### **36.12 Return of Protected Information**

On expiration or termination of this Agreement, or otherwise on request by the Crown, the Contractor must:

- (a) return all the Protected Information to the Crown; and
- (b) where Protected Information cannot be returned to the Crown, due to the medium of storage, destroy all the Protected Information, in a manner agreed to by the Crown.

### **36.13 Compliance**

The Contractor must comply and ensure that employees of the Contractor or its Affiliates, and Affiliates, agents, Subcontractors and Third Party Providers of the Contractor with the secrecy and security requirements of the Crown:

- (a) as set out in this clause 36; or
- (b) as otherwise notified by the Crown's Representative to the Contractor from time to time and the impacts of any compliance will be considered by the parties and agreed in a Variation Proposal or a Change Request.

### **36.14 Acknowledgements**

The Contractor acknowledges that:

- (a) the Crown may suffer financial and other loss and damage if any unauthorised act occurs in relation to Protected Information and that monetary damages may be an insufficient remedy; and
- (b) in addition to any other remedy available at law or in equity, the Crown is entitled to relief by way of injunction or otherwise to prevent a breach of, and to compel the specific performance of, this clause 36.



### **36.15 Improvements**

The Contractor must regularly advise the Crown of other security practices, procedures and safeguards of which it is aware taking into account world's best practice for ESO networks.

### **36.16 Obligations in addition to Confidentiality**

The obligations contained in this clause 36 are without prejudice to the Contractor's other obligations under this Agreement, and are in addition to confidentiality obligations in clause 35.

### **36.17 Materiality**

For the avoidance of doubt, both parties acknowledge and agree that the obligations under this clause 36 are material to and go to the root of this Agreement.

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## **37 Audit**

### **37.1 Audit rights**

- (a) Without limiting any other audit rights included in any Crown policy or procedure reasonably notified to the Contractor, the Crown has the absolute right to conduct either itself or through qualified Third Parties of its choice reasonable audits and inspections, and may appoint one or more representatives or agents to audit and inspect, any premises, systems, networks, documents, records, practices (including, without limitation, practices for physical security, business continuity plans and network, systems and processes, information security and data) and matters as the Crown requests, provided that:
  - (i) such audits and inspection will not entitle the Crown or its representatives or agents to have access to any material that discloses the Contractor's costs or profits and
  - (ii) where the Crown appoints a Third Party to conduct the audit, such Third Party is approved by the Contractor, with such approval not to be unreasonably withheld or delayed, and the Third Party agrees to comply with the Contractor's reasonable confidentiality and security requirements.
- (b) The Contractor must permit the audits and inspections referred to in sub clause (a), provided such audits and inspections:
  - (i) are conducted:
    - (A) at intervals of no less than once per the 12 month period following the Service Commencement Date; or



- (B) as reasonably required by the Crown; and
  - (C) once during the performance of any Transition-Out Services, and
- (ii) do not unreasonably disrupt the Contractor's operations.
- (c) The Crown must:
  - (i) provide the Contractor with not less than five Business Days' notice of any such audit and inspection; and
  - (ii) consult with the Contractor regarding procedures for any such audit or inspection.
- (d) If requested by the Crown, the Contractor's employees, Affiliates, Affiliates employees, agents, Subcontractors and Third Party Providers must cooperate with and provide all reasonable and necessary assistance to the Crown in order to facilitate the audit and inspection.

### **37.2 Audit parameters**

- (a) Any audit and inspection by, or on behalf of, the Crown will not:
  - (i) constitute waiver of any default or acceptance of any act or omission on the part of the Contractor; or
  - (ii) affect the Contractor's obligation to perform this Agreement in accordance with its terms and conditions.
- (b) Without limiting paragraph (c) below, the Crown agrees to use its reasonable endeavours to minimise the disruption caused by any audit or inspection.
- (c) The Crown does not owe the Contractor any duty of care, whether as a result of this Agreement or otherwise, in relation to any permission, comment or recommendation.

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## **38 Transition In**

### **38.1 Transition in**

- (a) On the Agreement Commencement Date, the Contractor must immediately commence establishing the structures, resources, arrangements and items necessary for it to supply the Services.
- (b) Within five Business Days of the Agreement Commencement Date, the Contractor must provide the final Transition In Plan to the Crown.



- (c) Upon receipt of the Transition In Plan from the Contractor, the Crown will review that document, and advise the Contractor of any issues or changes required within two Business Days from the date of receipt of the Transition In Plan. The parties will work co-operatively to finalise the Transition In Plan as quickly as possible.
- (d) The final Transition In Plan must be approved by the Crown in writing, acting reasonably.

### **38.2 Contractor Tools**

The Contractor warrants that:

- (a) the introduction of the Contractor Tools into the TMRN will not cause all or part of the TMRN to immediately cease operation;
- (b) the introduction of any security or network monitoring equipment will not adversely impact on the continued operation and security of the TMRN; and
- (c) there will be minimal disruption to the services being provided by the Contractor (prior to the Service Commencement Date) under the services contract between itself and the Crown for the TMRN which is current as at the Agreement Commencement Date or the Services (after the Service Commencement Date)) due to the introduction of the Contractor Tools.

### **38.3 Service readiness**

- (a) When the Contractor considers that it is ready to commence supplying the Services, the Contractor must notify the Crown in writing of its opinion.
- (b) Within two Business Days of issuing the notice to the Crown under clause (a) above, the Contractor must arrange for a physical demonstration [REDACTED] to the Crown to show that all seven "Services Uplift Workstreams" as listed in the Transition In Plan have been successfully completed and satisfy the acceptance criteria.
- (c) The Crown will organise for its representatives to attend the physical demonstration arranged by the Contractor under clause (b) above.
- (d) The physical demonstration to the Crown, as required under clause (b) above, must provide the Crown with sufficient information, both documentary and visual, to allow the Crown to reasonably determine whether the Contractor is ready to commence supplying the Services.
- (e) The Crown shall have two Business Days from the date of the physical demonstration by the Contractor under clause (b) above, to determine whether or not the Contractor is ready to commence supplying the Services.



- (f) If the Crown has determined that the Contractor is ready to commence supplying the Services, the Crown shall issue a written notice to the Contractor in the period set out in clause (e) above, stating that the Contractor can commence providing the Services from that day, with this date being the Service Commencement Date. Any notice by the Crown to the Contractor under this clause (f) may specify any minor defects in the Services that are to be corrected by the Contractor within 20 Business Days.
- (g) If the Crown determines, acting reasonably, that the Contractor is not ready to commence supplying the Services, the Crown shall issue a written notice to the Contractor in the period set out in clause (e) above, stating the Crown's reasons for its determination. For the avoidance of doubt, if:
- (i) there is one or more defects in the Services in two or more of the seven "Services Uplift Workstreams" as listed in the Transition In Plan;
  - (ii) the Contractor has failed to complete one or more of the seven "Services Uplift Workstreams" as listed in the Transition In Plan; or
  - (iii) the Crown reasonably believes that insufficient information has been provided to it to determine whether the Contractor is ready or not to commence supplying the Services,
- the Crown will be entitled to determine that the Contractor is not ready to commence supplying the Services.
- (h) The process specified in clauses (a) to (g) above must not take longer than five Business Days, unless otherwise agreed by the parties. The parties will work co-operatively with each other in this process.
- (i) If the Crown determines that the Contractor is not ready to commence supplying the Services in accordance with clause (g), the Contractor must rectify all defects as soon as possible.
- (j) Once the Contractor has rectified all defects in the Services, the Contractor must notify the Crown in accordance with clause (a) above, and a resubmission by the Contractor will apply in the same way as if it were the original notice given under this clause 38.3.
- (k) If the Crown directs the Contractor in writing to commence providing the Services prior to issuing a notice under clause (f) above, then the date of such written direction will be deemed to be the Service Commencement Date.



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## 39 Transition Out

### 39.1 Plan for Transition Out Services

- (a) Within ~~36~~42 months of the Service Commencement Date, the Contractor must provide to the Crown a draft high level plan for the Transition Out Services, which must address the following issues:
  - (i) responsibilities and tasks for Transition Out Services in the form of a Gantt chart;
  - (ii) process and timelines for the handover to the Crown or other Third Party of Equipment, Contract Material and Crown Material;
  - (iii) process and timelines for the handover to the Crown or other Third Party of Contractor Tools purchased by the Crown from the Contractor;
  - (iv) satisfaction of the requirements of clause 16;
  - (v) audit and delivery, as directed by the Crown, of Spares, Equipment under repair whether under warranty or otherwise or any equipment procured by the Contractor for the Crown following payment;
  - (vi) security, which should include a detailed list of how accounts can be transitioned and should include a table of all user accounts to be transitioned/terminated;
  - (vii) details of any temporary or permanent loss or restriction in capability or functionality arising from the transition out of the Contractor;
  - (viii) process for final invoicing and payments;
  - ~~(ix)~~ (ix) knowledge and skill transfer, including training;
  - ~~(x)~~ (ix) compliance with the relevant obligations at termination or expiration of the Agreement; and
  - ~~(xi)~~ (x) final handover and acceptance at completion of the Transition Out Services.
- (b) For the avoidance of doubt, the preparation and provision of the draft high level plan under clause (a) above by the Contractor to the Crown is provided as a part of the Services.

### 39.2 Plan for Termination Transition Out Services

- (a) Within 60 Business Days of the Service Commencement Date, the Contractor must provide to the Crown a draft plan for the Termination Transition Out



Services, which must address the issues identified in 39.1(a)(i) to 39.1(a)(x), other than that no training will be included under clause 1.1(a)(i).

- (b) For the avoidance of doubt, the preparation and provision of the draft plan under clause (a) by the Contractor to the Crown is provided as a part of the Services.

### 39.3 Supply of Transition Out Services

- (a) Subject to sub clause (b), for the period of nine months after the expiry of this Agreement, whether by expiry of the Term or by termination pursuant to clause 40.5(a), if requested by the Crown by notice in writing no less than three months prior to the expiry or termination of the relevant Term, the Contractor ~~will~~ ~~is to continue to~~ provide to the Crown the Transition Out Services at the Crown's cost.
- (b) Prior to the Contractor providing the Transition Out Services to the Crown under sub clause (a), and by no later than 54 months after the Service Commencement Date ~~30 Business Days prior to the expiry of this Agreement or termination pursuant to clause 40.5(a)~~, the parties must agree, acting reasonably, on:
  - (i) the scope of the Transition Out Services to be provided by the Contractor;
  - (ii) the final plan for the ~~orderly transition to an alternative service provider~~ Transition Out Services; and
  - (iii) the charges, fees, costs and expenses to be paid by the Crown to the Contractor for providing the Transition Out Services; ~~and~~
  - ~~(iv) a network management and security termination plan to facilitate the transition of the Services related to the TMRN network elements and systems to a Third Party (with any such plan to detail the security or network monitoring equipment which will continue to be owned by the Contractor and the equipment which will be acquired by the Crown at an agreed price).~~

### 39.4 Supply of Termination Transition Out Services

- (a) Subject to clause (b) below, for the period of 30 days after this Agreement is terminated pursuant to clauses 40.1, 40.2, 40.3 or 40.4, the Contractor is to continue to provide to the Crown any Termination Transition Out Services at the Crown's cost.
- (b) Immediately following a termination, for the purposes of clause (a) above, the parties must agree, acting reasonably, on:



- (i) the scope of the Termination Transition Out Services to be provided by the Contractor;
- (ii) the final plan for the orderly exit of the Contractor from the TMRN and/or transition to an alternative service provider;
- (iii) the charges, fees, costs and expenses to be paid by the Crown to the Contractor for providing the Termination Transition Out Services; and
- (iv) a network management and security termination plan to facilitate the transition of the Services related to the TMRN network elements and systems to a Third Party (with any such plan to detail the security or network monitoring equipment which will continue to be owned by the Contractor and the equipment which will be acquired by the Crown at an agreed price).

### **39.5 Access to TMRN prior to expiry or termination**

- (a) Subject to sub clause (b):
  - (i) during the period of six months prior to the expiry of this Agreement in the case of the Transition Out Services; or
  - (ii) whilst supplying the Termination Transition Out Services,

the Contractor must not hinder or prevent the Crown (together with any alternative service provider) from accessing any part of the TMRN, subject to the requirements of the Security Policy and providing the Contractor with reasonable notice prior to any access. If additional assistance is required from the Contractor during this period, the provisions of clauses 39.3(b) or 39.4(b) will apply.
- (b) If the Crown and any alternative service provider access any part of the TMRN pursuant to sub clause (a):
  - (i) the Crown is to ensure that neither it nor the alternative service provider interferes with the provision of the Services by the Contractor under this Agreement;
  - (ii) the parties agree that the Contractor is not liable to the Crown for any failure in the TMRN to the extent that such failure is caused (or to the extent contributed) by any act or omission of the Crown or any alternative service provider or their officers, employees, agents or contractors whilst accessing any part of the TMRN; and
  - (iii) the Crown indemnifies and keeps the Contractor indemnified against any loss, liability, claim or proceeding suffered by or brought against the Contractor as a result of any act or omission of the Crown or any





alternative service provider or their officers, employees, agents or contractors whilst accessing any part of the TMRN.

### **39.6 Contractor Tools**

The Contractor warrants that:

- (a) upon expiry or termination of this Agreement, that the withdrawal at midnight on the relevant date ("Relevant Time") of the Contractor Tools will not cause all or part of the TMRN to immediately cease operation;
- (b) the removal of any security or network monitoring equipment at the Relevant Time will not adversely impact on the continued operation and security of the TMRN; and
- (c) there will be minimal disruption to the Transition Out Services or the Termination Transition Out Services at the Relevant Time due to the withdrawal of the Contractor Tools.

### **39.7 Transfer of Data**

Upon termination or expiration of this Agreement, the Contractor must within 15 Business Days:

- (a) complete (to the extent applicable) all Crown Material, Contract Material and Documents; and
- (b) provide to the Crown all Crown Material, Contract Material and Documents on electronic mass storage devices in a format that:
  - (i) is readily accessible by the Crown;
  - (ii) allows for appropriate electronic searching, categorisation and analysis; and
  - (iii) identifies the Data.

### **39.8 Co-operation**

For the purposes of this clause 39, the Contractor agrees to work co-operatively with any alternative service provider and act reasonably at all times to transition the TMRN, network management and security systems to that service provider.

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## **40 Termination**

### **40.1 Termination for default**

- (a) The Crown may terminate this Agreement by giving the Contractor a written notice ("Termination Notice") if:



- (i) five Business Days after receipt of a written notice ("Default Notice") requiring the Contractor to do so, the Contractor:
    - (A) has not remedied each material security default, material default in the delivery of the Services or material default in the performance of its obligations; or
    - (B) continues to be in breach of any of the material provisions of this Agreement;
 identified in the Default Notice;
  - (ii) 20 Business Days after receipt of a Default Notice requiring the Contractor to do so, the Contractor:
    - (A) has not remedied each default in the performance of its obligations; or
    - (B) continues to be in breach of any of the provisions of this Agreement;
 identified in the Default Notice;
  - (iii) the Contractor commits three breaches of the Security Policy, confidentiality or other material obligations under this Agreement, excluding those breaches that fall within clause sub clause (iv) below, during any consecutive 12 month period where the Crown has given the Contractor notice of such breaches and whether or not the Contractor has rectified such breaches; or
  - (iv) the Contractor fails to satisfy a Target ATTR for either a Level 1 Fault (Site attendance) or a Level 1 Fault (non-Site attendance) on three separate occasions in any consecutive six month period, whether or not the Contractor has rectified the relevant Fault.
- (b) The Termination Notice will be effective immediately the Contractor receives it and the Crown may then claim from the Contractor any Loss suffered by the Crown because of the Contractor's default.
  - (c) Upon written notice to the Contractor with respect to any amount due to the Crown by the Contractor as agreed pursuant to clause (b) above, such amount may be effected by way of set-off against any moneys owed by, or which become due from, the Crown to the Contractor under this Agreement upon agreement by the parties in writing, both acting reasonably.
  - (d) Subject to clause 40.11, the Contractor may terminate this Agreement [or Out of Scope Services or TMRN Project](#) by giving the Crown a written notice ("Termination Notice") if:



- (i) five Business Days after receipt of a written notice ("Default Notice") requiring the Crown to do so, the Crown:
  - (A) has not remedied each material default in the performance of its obligations; or
  - (B) continues to be in breach of any of the material provisions of this Agreement,identified in the Default Notice.

#### **40.2 Crown may terminate for insolvency**

The Crown may terminate this Agreement immediately, by written notice, if any one of the following occurs:

- (a) if the Contractor is a corporation:
  - (i) an order is made, or a resolution is passed, winding up the Contractor;
  - (ii) a receiver or a receiver and manager is appointed over all or any part of the Contractor's assets;
  - (iii) a provisional liquidator or an administrator is appointed for the Contractor;
  - (iv) a scheme of arrangement is submitted for approval;
  - (v) the Contractor convenes a meeting, or enters, or proposes to enter, into any arrangements or composition with its creditors;
  - (vi) the Contractor becomes insolvent; or
  - (vii) the Contractor ceases, or threatens to cease, to carry on its operations, or threatens to dispose of all, or a substantial part of its undertakings.
- (b) if the Contractor is an individual or a partnership:
  - (i) the Contractor commits an act of bankruptcy;
  - (ii) the Contractor enters into an arrangement or composition with creditors; or
  - (iii) a receiver is appointed for the assets of the partnership.

#### **40.3 Crown may terminate for expiration or termination of [REDACTED] arrangements**

- (a) If, during the Term, any contractual arrangements between the Contractor and [REDACTED], including but not limited to those contractual arrangements listed in sub clause (b) below or are otherwise relevant to this Agreement, are



terminated due to breach by the Contractor or expire without the prior written consent of the Crown, the Crown may immediately terminate this Agreement, by written notice.

- (b) The contractual arrangements referred to in sub clause (a) above include (but are not limited to) the contractual arrangements between the Contractor and [REDACTED] under which the Contractor has been provided with:
- (i) an ability to on-sell [REDACTED] to the Crown;
  - (ii) access to the [REDACTED]
  - (iii) [REDACTED] applicable only from the Second Term and any Further Term;
  - ~~(iii)~~ [REDACTED] (the security patch "Software Update Management System" for all [REDACTED] for the TMRN; or
  - ~~(iv)~~ (v) [REDACTED] (for software updates for the [REDACTED] radio terminals).

#### **40.4 Termination for a prolonged Force Majeure Event**

- (a) The Crown may terminate this Agreement by giving 15 Business Days' written notice to the Contractor in the event that a suspension of the whole of the Services, Out of Scope Services or TMRN Project caused by a Force Majeure Event exceeds 40 Business Days.
- (b) If the Crown terminates this Agreement in accordance with this clause 40.4, the Crown may employ and pay other persons to complete the Services, Out of Scope Services and TMRN Projects.

#### **40.5 Crown may terminate without showing cause during a Further Term**

- (a) During a Further Term, the Crown may terminate this Agreement without showing cause, by giving the Contractor three months written notice.
- (b) Where the Crown terminates the Contractor under this clause, the Crown agrees to reimburse the Contractor for its reasonable direct costs:
- (i) for items which are solely used by the Contractor for the delivery of the Services, Out of Scope Services and TMRN Projects;
  - (ii) which the Contractor is contractually liable to pay;
  - (iii) which apply only for the remainder of the period of that Further Term; and
  - (iv) which are unrecoverable by the Contractor in any of its other business dealings or contracts.



- (c) When making any claim for costs covered by this clause 40.5, the Contractor must provide full details of the costs, including all calculations in determining the costs, as well as documentary evidence of the payment obligations for those costs, including copies of all contracts and invoices where appropriate.
- (d) The Contractor shall be obliged to take all steps to mitigate any costs covered by this clause 40.5.

#### **40.6 Payments after termination**

If this Agreement is terminated under clauses 40.1, 40.2, 40.3 or 40.4 then, subject to its right of set-off, the Crown is liable only to make payments under clause 22 for Services, Out of Scope Services and the portion of TMRN Projects rendered before the effective date of termination, and is not liable to make any other payments.

#### **40.7 Contractor to reserve a right of termination in sub-contracts**

The Contractor must in each sub-contract or order placed with any Subcontractor or Third Party Provider for the purposes of this Agreement, reserve a right of termination to take account of the Crown's right of termination under clause 40.4.

#### **40.8 Consequences of termination of Contractor**

If the Crown terminates this Agreement in accordance with clauses 40.1, 40.2, or 40.3 or otherwise at law, the following provisions apply:

- (a) the Crown may employ and pay other persons to complete the Services, Out of Scope Services and TMRN Projects. The Crown or those other persons may enter onto the Sites, and any premises where Equipment and Spares are stored, and where those premises are the premises of the Contractor the prior written consent of the Contractor must be obtained and such consent must not be unreasonably withheld or delayed, and do anything else necessary for completion of the Services, Out of Scope Services and TMRN Projects;
- (b) the Contractor, if required by the Crown within 20 Business Days of termination, must use reasonable endeavours to novate to the Crown or its nominee, without payment, the benefit (including warranties and guarantees) of any subcontracts or agreements for the execution of any work for the purposes of this Agreement;
- (c) payments made by the Crown to any Subcontractor or Third Party Provider for any work executed for the purposes of this Agreement (whether before or after the date of termination) may be deducted or paid from the proceeds of the Bank Guarantee;
- (d) the Contractor must within 15 Business Days of termination:
  - (i) complete (to the extent applicable) all Crown Material, Contract Material and Documents; and



- (ii) provide to the Crown all Crown Material, Contract Material and Documents on electronic mass storage devices in a format that:
    - (A) is readily accessible by the Crown;
    - (B) allows for appropriate electronic searching, categorisation and analysis; and
    - (C) identifies the Data.
- (e) the Crown will be entitled to draw upon the Bank Guarantee in accordance with clause 32.3(a); and
- (f) the Crown's rights at law or otherwise consequential upon termination of this Agreement are in no way limited or derogated from by clauses 40.1, 40.2, or 40.3 and this clause 40.8 is entirely without prejudice to those rights.

#### **40.9 Consequences of termination by the Contractor**

If the Contractor terminates this Agreement in accordance with clause 40.1, the Contractor must within 15 Business Days of termination:

- (i) complete (to the extent applicable) all Crown Material, Contract Material and Documents; and
- (ii) provide to the Crown all Crown Material, Contract Material and Documents on electronic mass storage devices in a format that:
  - (A) is readily accessible by the Crown;
  - (B) allows for appropriate electronic searching, categorisation and analysis; and
  - (C) identifies the Data.

#### **40.10 Procedure when the Crown takes over Services, Out of Scope Services and TMRN Projects**

- (a) If the Crown takes the Services, Out of Scope Services and/or TMRN Projects out of the hands of the Contractor in accordance with clauses 40.1, 40.2, or 40.3, the Crown will complete those Services, Out of Scope Services and TMRN Projects (or employ other contractors to complete those Services, Out of Scope Services and TMRN Projects) and the Crown may without payment of compensation take possession of its Equipment, Spares, on or in the vicinity of the Sites as are owned by the Crown and any Crown Material, Contract Material and Documents.
- (b) When Services, Out of Scope Services and TMRN Projects taken out of the hands of the Contractor in accordance with clauses 40.1, 40.2, or 40.3 are completed the Crown will ascertain the cost incurred by the Crown in



completing the Services, Out of Scope Services and TMRN Projects and will issue a certificate certifying the amount. The Crown will keep records of the cost of completing the Services, Out of Scope Services and TMRN Projects.

#### **40.11 Crown event of default**

- (a) If the Crown fails to pay an amount of money due to the Contractor in accordance with this Agreement within 40 Business Days of the date that such amount became due and payable and that amount is not disputed by the Crown ("Crown Event of Default"), the Contractor may give the Crown a written notice requiring the Crown to remedy the Crown Event of Default ("Crown Default Notice").
- (b) A Crown Default Notice must:
  - (i) state that it is a Crown Default Notice; and
  - (ii) detail the alleged Crown Event of Default.
- (c) If the Contractor gives the Crown a Crown Default Notice, the Crown must comply with the Crown Default Notice.
- (d) If within 10 Business Days after the Crown has received a Crown Default Notice pursuant to sub clause (a) the Crown fails to remedy the Crown Event of Default, the Contractor may by written notice to the Crown suspend the whole or any part of the relevant Services, Out of Scope Services or TMRN Project to which the unpaid amount relates.
- (e) The Contractor must immediately lift any suspension pursuant to sub clause (d) if the Crown remedies the Crown Event of Default.

---

## **41 Resolution of disputes**

### **41.1 Resolution of dispute**

If a dispute arises between the parties under this Agreement then, (except in the case of action required to be taken under statute), the parties undertake in good faith to use all reasonable endeavours to resolve the dispute between them by negotiation.

### **41.2 Notice of dispute**

If one party has given a written notice of a dispute to the other party and the parties are unable to resolve the dispute by means of meetings between the CEO (chief executive officer) of the Contractor and the Crown Head of Agency or their senior representative nominees within 20 Business Days after receipt of the notice, then the dispute must be submitted for resolution under the following sub-clauses.



#### 41.3 Reference to mediation

Subject to 41.1, any dispute arising under or in connection with this Agreement including as to its existence, validity or termination must be referred to mediation before a party proceeds to arbitration under clause 41.4.

#### 41.4 Starting a mediation

- (a) A party may start mediation by serving a written notice setting out the nature of the dispute, the proposed mediator, venue and attendees.
- (b) Within five Business days of the notice, the parties must use reasonable endeavours to agree on the mediator, venue and attendees.
- (c) If the parties cannot reach agreement about the mediator, either party may refer the matter to the Chairperson of the Tasmanian Bar Council (**Nominated Referral Body**) for the appointment of a mediator. If the Nominated Referral Body declines or refuses to or cannot appoint the mediator the appointment will be made by the President of the Law Society of Tasmania.
- (d) Each party must pay an equal share of the mediator's fees and the mediation venue costs.

#### 41.5 Attending a mediation

- (a) Each party must be represented at the mediation by a person with authority to settle the dispute.
- (c) Any information disclosed in connection with mediation remains confidential and is privileged from disclosure to third parties or in evidence, except to enforce a settlement agreement reached at the mediation.
- (d) Any agreement reached at mediation will not be binding unless it is reduced to writing and signed by the parties.

#### 41.6 Reference for determination

The matter in dispute must be referred for resolution by a person of appropriate qualifications and experience agreed between the parties. Failing agreement, the matter in dispute must be determined in accordance with the provisions of the *Commercial Arbitration Act 2011*.

#### 41.7 Final and binding decision

The independent expert's or arbitrator's decision, including any decision as to an expense arising from the dispute, is final and binding on the parties.





#### **41.8 Parties not to commence legal action**

Except to enforce this clause, or to seek an urgent interim determination, a party must not commence or maintain an action by way of legal proceedings relating to the dispute until it has been dealt with as provided in this clause.

#### **41.9 Survival**

This clause 41 will survive termination of this Agreement.

---

### **42 Reduction**

Upon receipt of notice to terminate this Agreement, the Contractor must:

- (a) stop work as specified by that notice; and
- (b) take all reasonable steps to minimise its loss resulting from the termination and to protect Crown Material and Contract Material.

---

### **43 Costs and expenses**

Each party must pay its own legal costs and expenses in preparing, negotiating and completing this Agreement.

---

### **44 Notices**

#### **44.1 How to give a notice**

A notice or other communication given or made under this Agreement must be in writing and addressed to the recipient party at the address in Schedule 1.

#### **44.2 How to serve a notice**

A notice or other communication is taken to have been duly served:

- (a) in the case of hand delivery - when delivered;
- (b) if sent by prepaid post - on the third Business Day after the date of posting;
- (c) if sent by facsimile transmission (only if the sending facsimile machine produces a print out of the time, date and uninterrupted transmission record of the sending of the notice) - upon completion of sending if completion is within ordinary business hours in the place where the recipient's facsimile machine is located, but if not, then at 9.00 am on the next Business Day in that place.



#### **44.3 Sufficiency of notice**

A notice or other communication to be given or made under this Agreement, is sufficient if:

- (a) in the case of the Crown, it is under the hand of the Crown (by the Minister responsible for the Department or a duly authorised officer of the Department), the Crown's Representative, or the Crown's solicitors;
- (b) in the case of the Contractor, it is under the hand of the Contractor or its agent or solicitors.

#### **44.4 Signatures**

A printed or copied signature is sufficient for the purposes of sending any demand, written consent or other communication by facsimile transmission.

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### **45 Counterparts**

- (a) This Agreement may be executed in any number of counterparts.
- (b) All counterparts will be taken to constitute one agreement.
- (c) The parties agree that, if necessary, they may exchange faxed copies of counterparts, and those faxed copies will be taken to constitute one agreement. The parties must exchange originals as soon as possible afterwards.

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### **46 Waiver and variation**

- (a) No failure by a party to exercise, nor delay in exercising, a right, power or remedy operates as a waiver.
- (b) A single or partial exercise of a right, power or remedy does not preclude any other, or further, exercise of that, or any other right, power or remedy.
- (c) A waiver is neither valid nor binding on the party granting it, unless made in writing signed by the party to be bound by the waiver.

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### **47 Governing law**

#### **47.1 Law of Tasmania**

This Agreement is governed by the law of Tasmania and the parties submit to the jurisdiction of the Courts of Tasmania.



## **47.2 Proceedings issued under or about this Agreement**

Any proceedings issued against the Crown under, or about, this Agreement, must be instituted either:

- (a) in a Tasmanian court; or
- (b) in the Federal Court, from the Tasmanian Registry of that court.

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## **48 Sub-contracting, assignment and change in control**

### **48.1 Contractor not to sub-contract or assign**

- (a) Without the Crown's Representative's prior written consent, the Contractor must not assign, part with or be relieved from, any rights, powers and obligations arising under this Agreement. Notwithstanding the foregoing, the Crown consents to the Contractor:
  - (i) assigning to an authorised deposit taking institution all its receivables due from the Crown under this Agreement; and
  - (ii) disclosing sufficient information to a authorised deposit taking institution under a confidentiality agreement, to enable the factoring arrangements to be executed.
- (c) The Crown's consent to the above arrangement is subject to the following conditions:
  - (i) the Contractor's obligations to the Crown under this Agreement will be unaffected by the assignment;
  - (ii) the current contracted payment processes in place between the Crown and the Contractor under clause 22 will not change;
  - (iii) compliance with the parameter contained in clause 23.2(d)(iv);
  - (iv) payment of the receivables to the Contractor will fully discharge the Crown's obligations in relation to those receivables;
  - (v) the Contractor using its reasonable endeavours to ensure that:
    - (A) the assignment has no effect on normal dealings between the parties; and
    - (B) any disputes or claims between the parties are resolved by personnel of the Crown and the Contractor and not the assignee.



#### **48.2 Contractor remains responsible**

Unless the Crown's Representative agrees otherwise in writing, the Contractor remains responsible for the delivery of the Services, Out of Scope Services and TMRN Projects despite that the Contractor has sub-contracted or assigned the performance of any part of the delivery of the Services, Out of Scope Services and TMRN Projects.

#### **48.3 Change in control**

- (a) If the Contractor is a corporation (other than a listed company on the Australian Stock Exchange) then any change in the beneficial ownership of the Contractor, its holding company or Ericsson AB from that which existed on the Agreement Commencement Date will be deemed to be an assignment or dealing requiring the consent of the Crown's Representative in accordance with clause 48.1, except where such change has resulted from an internal restructure of the Contractor or its holding company, in which case the consent of the Crown's Representative will only be required where the Crown considers, acting reasonably and in good faith, that the change in control will:
  - (i) result in the Contractor being unable to meet its debts as and when they fall due; or
  - (ii) result in the Contractor being unable to perform its obligations under this Agreement;
  - (iii) result in additional costs (financial or otherwise) to the Crown; or
  - (iv) prejudice the Crown's rights under the Parent Company Guarantee.
- (b) Where the Contractor seeks to implement a change in control under clause (a) above, whether or not the consent of the Crown is required, the Contractor must provide the Crown with 30 Business Days notice prior to the change in control and provide the Crown with sufficient information about the impact of the change in control.

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### **49 Conflict of interest**

The Contractor warrants that at the date of this Agreement, no conflict of interest exists, or is likely to arise, in the delivery of the Services and that if, during the Term, a conflict of interest arises in connection with the Services, Out of Scope Services or TMRN Projects, then the Contractor will notify the Crown's Representative immediately in writing, of that conflict or risk.



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## 50 Severance

### 50.1 Reading down, severance

- (a) If any provision of this Agreement or its application to any person or circumstance is or becomes invalid, illegal or unenforceable, then so far as possible, the provision will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable.
- (b) If any provision or part of it cannot be so read down, then the provision or part of it will be taken to be void and severable and the remaining provisions of this Agreement will not be affected or impaired in any way.

### 50.2 Altering the basic nature of this Agreement

Clause 50.1 has no effect if the severance alters the basic nature of this Agreement, or is contrary to public policy.

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## 51 Crown's rights

An express statement of a right of the Crown under this Agreement is without prejudice to any other right of the Crown expressly stated in this Agreement or arising at law.

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## 52 Inconsistency

Unless otherwise expressly provided in Schedule 20 with respect to a TMRN Project, if there is any inconsistency between various components of this Agreement, the order of precedence of those component parts is as follows:

Ranking	Document
1.	clauses of this Agreement and Schedule 2
2.	Schedules excluding Schedule 2
3.	Annexures

with the higher ranked components prevailing over the lower ranked components, to the extent of any inconsistency between them.

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## 53 Time of the essence

The parties agree that:



- (a) time is of the essence only in:
  - (i) meeting the Service Commencement Date of 26 December 2015;
  - (ii) responding to Security Incidents in accordance with the Contractor's obligations under this Agreement; and
  - (iii) responding to Events and Faults in accordance with the Contractor's obligations under this Agreement,subject always to the terms and conditions of this Agreement; and
- (b) the sole and exclusive remedy for the Crown in relation to any failure by the Contractor to comply with clause (a) above will be to seek to establish that the Contractor is in material default of this Agreement and to exercise its rights in clause 40.1(a)(i).

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## 54 Goods and Services Tax

### 54.1 GST exclusive

Subject to any other provision of this Agreement expressing a contrary intention, if GST is imposed on a supply made under it, then the party paying for the supply must pay the amount of the GST to the party making the supply, at the same time as, and in addition to, the amount payable for the supply.

### 54.2 Tax invoice

A party making a taxable supply under this Agreement must give the recipient a tax invoice for the taxable supply when that supply is made.

### 54.3 Terms defined in GST Act

In this clause "GST" refers to goods and services tax under *A New Tax System (Goods and Services) Act 1999* (Cth) ("GST Act") and the terms used have the meanings as defined in the GST Act.

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## 55 Personal Information protection

### 55.1 Application of clause

This clause 55 applies only if the Contractor deals with Personal Information in the course of delivering the Services, Out of Scope Services or TMRN Projects.

### 55.2 Personal Information Custodian

If the Contractor is a Personal Information Custodian then the Contractor must:



- (a) notify the Crown's Representative immediately if the Contractor becomes aware of a breach, or possible breach, of the PIP Act; and
- (b) ensure that the Contractor's employees, Affiliates, Affiliates employees, agents, Subcontractors or Third Party Providers who are required to deal with Personal Information in the course of delivering the Services are aware of, and comply with, the Contractor's obligations under this clause.

### **55.3 Breach of PIP Act**

A breach of the PIP Act by the Contractor is a breach of this Agreement that entitles the Crown to terminate it under clause 40.1.

### **55.4 Terms defined in PIP Act**

In this clause "Personal Information" and "Personal Information Custodian" have the same meanings as in the *Personal Information Protection Act 2004 (Tas)* ("PIP Act").

---

## **56 Operation of a Scheme**

### **56.1 No Scheme in force**

If no Scheme applies to the Contractor, the Contractor waives all present and future rights, as against the Crown, to claim any limitation of liability provided by any future Scheme, in relation to future legal liability, claims or proceedings arising from, or attributable to, the Contractor delivering the Services including a wrongful (including negligent) act or omission.

### **56.2 Scheme in force**

If a Scheme applies to the Contractor at any time during the Term, then:

- (a) subject to clause 56.2(b), the level of the Contractor's liability under this Agreement will be limited by the Scheme; and
- (b) if required by the Crown's Representative, the Contractor will immediately obtain an approval, under Section 27 of the *Professional Standards Act 2005*, for a level of liability not greater than that as required under the Scheme or the total level of liability as detailed in clause 31.3.

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## **57 Continuing obligations**

The termination or expiration of this Agreement does not act to extinguish a debt, obligation or liability of either of the parties which has accrued under the Agreement and in particular the provisions, rights and obligations described in the following clauses will survive and continue to apply: 1, 17, 19, 27, 28, 29, 30, 31, 33, 35, 36, 39, 41, 44, 46, 47, 50, 51, 52 and 55.







## Signing page

**Executed** as an Agreement.

**Dated:**

2015

**Signed** for and on behalf of **The Crown in  
Right of Tasmania** by )  
)  
)  
)

(a duly authorised person) in the presence )  
of: )

.....

.....

Signature of witness

.....

Name of witness (block letters)

.....

Address of witness

.....

Occupation

**Executed** for and on behalf of Ericsson )  
Australia Pty Ltd (ACN 004 071 854) under )  
section 127(1) of the *Corporations Act* )  
2001 (Cth): )

.....  
Director

.....  
(Print full name)

.....  
Director/Secretary

.....  
(Print full name)



## Schedule 1 Notice Details

### Addresses for delivery of notices

#### 1. The Crown

<b>Address:</b>	47 Liverpool Street, Hobart, Tasmania 7000
<b>Contact name:</b>	Emsada Babic
<b>Position:</b>	Project Director
<b>Telephone:</b>	03 6173 2352
<b>Email:</b>	<a href="mailto:tmrnproject@police.tas.gov.au">tmrnproject@police.tas.gov.au</a>

#### 2. The Contractor

<b>Address:</b>	Level 8, 818 Bourke Street, Docklands, Victoria 3000
<b>Contact name:</b>	Paul Copeland
<b>Position:</b>	Vice President & Head of Network Services, Sales & Delivery
<b>Telephone:</b>	0438 327 009
<b>Facsimile:</b>	<del>03-9301-3222</del>
<b>Email:</b>	<a href="mailto:paul.copeland@ericsson.com">paul.copeland@ericsson.com</a>



## Schedule 2      Glossary

### 1.      Definitions

In this Agreement, unless otherwise defined or the context precludes it:

<b>Acceptance Test</b>	means any test that has been approved by the Crown and is performed or to be performed by the Contractor under clause 38.
<b>Ad Hoc Reports</b>	means those reports specified in Item 3 of Schedule 18 at the time intervals as specified in Schedule 18, and any other report which, by the nature of an issue and consistent with the obligations of the Contractor, that the Contractor should provide to the Crown or is reasonably requested by the Crown, for issues affecting the TMRN and the Services which are not covered in the Monthly Performance Report or the Monthly Reports.
<div></div>	
<b>Affected Party</b>	means the party is prevented from performing any obligations required by this Agreement by reason of a Force Majeure Event.
<b>Affiliates</b>	means: <ul style="list-style-type: none"><li>(a)      Telefonaktiebolaget LM Ericsson (publ); or</li><li>(b)      each company in which Telefonaktiebolaget LM Ericsson (publ) directly or indirectly controls 50 per cent or more of the votes or shares.</li></ul>
<b>Agreement</b>	means this Agreement including all schedules and annexures.
<b>Agreement Commencement Date</b>	means the date this Agreement is executed by both parties.
<b>Alarm</b>	means a warning that a threshold has been reached, something has changed, or a failure has occurred in the TMRN with a piece



or pieces of equipment, which are monitored by the Contractor.

**Alarms Database** means the list of agreed Alarms generated by the TMRN, managed by the Contractor, and the agreed handling procedures for those Alarms.

**Amended Redacted Document** has the meaning given in clause 33.5(d)(iii)(B).

**Antenna System Monitor or ASM** means the antenna system monitor Equipment supplied by RFI Wireless, used at a number of Sites.

(a)

**Approved Affiliate** means an Affiliate specified in Schedule 9.

**As Built Documentation** means documents consisting of tower and hut plans, antenna mounts, the rack layout, power schematics.



<b>ATTR</b>	means the actual time taken by the Contractor to provide the Services to rectify a Fault
<b>Average ATTR</b>	means the average time taken by the Contractor during each calendar month to rectify all Faults, grouping the Faults into: <ul style="list-style-type: none"> <li>(a) the relevant Fault category (being Level 1 Faults, Level 2 Faults or Level 3 Faults); and</li> <li>(b) those Faults that: <ul style="list-style-type: none"> <li>(i) do not require Site attendance, irrespective of whether the Site is a Remote Site or not; or</li> <li>(ii) do require Site attendance.</li> </ul> </li> </ul>
<b>Average ATTR Monthly Abatement</b>	means the abatement available to the Crown from the Contractor where the Contractor fails to rectify all Faults in a Fault category (being Level 1 Faults, Level 2 Faults and Level 3 Faults) during a calendar month and calculated in accordance with the Average ATTR Monthly Abatement Tables.
<b>Average ATTR Monthly Abatement Tables</b>	means the tables in Item 5 of Schedule 15 for the calculation of the Average ATTR Monthly Abatement.
<b>Balanced Scorecard</b>	means the set of KPIs that will be used to measure, manage and report on the performance of the Contractor.
<b>Bank Guarantee</b>	means an irrevocable and unconditional bank guarantee in the amount of \$2,500,000.00: <ul style="list-style-type: none"> <li>(a) issued by an Australian trading bank registered pursuant to the <i>Banking Act 1959</i> (Cth) or other financial institution approved in writing by the Crown; and</li> <li>(b) in a form approved by the Crown acting reasonably.</li> </ul>
<b>BSR</b>	means the Contractor's document entitled "Baseline Security Requirements for Managed Services".





<b>Business Day</b>	means any day on which authorised deposit-taking institutions, as defined in the <i>Banking Act 1959</i> (Cth), are open for business in Hobart, Tasmania.
<b>Business Operations Manual</b>	<p>means the manual for the operation of the TMRN and the supply of the Services, detailing all Service delivery methodologies and processes, as developed by the Contractor and accepted by the Crown. At a minimum, the Business Operations Manual must include the following items:</p> <ul style="list-style-type: none"><li>(a) roles and responsibilities of the Contractor's key personnel;</li><li>(b) processes and procedures associated with the delivery of the Services; and</li><li>(c) process flowcharts showing the transfer of actions between service areas or units within the Contractor's organisation and between the Contractor and the Crown.</li></ul>
<b>Call Answer</b>	means that a call to the Service Desk has been answered by an appropriately skilled and trained personnel of the Contractor.
<b>Change Control Board</b>	means the board established by the Crown and the Contractor to make decisions in relation to complex, high risk or material impact changes to the TMRN architecture, configuration or Software or the Contractor's systems or networks that interface directly to the TMRN.



<b>Change Management Process</b>	means the process responsible for controlling and managing requests to affect changes and also the control and management of the implementation of those changes that are subsequently given approval.
<b>Change Request</b>	means a formal change to the TMRN by the Contractor as detailed in Item 3 of Schedule 18.
<b>Change Request Register</b>	means a spreadsheet or database that keeps a record of all changes requested as part of the service delivery by the Contractor and the acceptance or otherwise of the change.
<b>Claim</b>	<p>includes any claim, action, demand or proceedings by the Contractor against the Crown (including the employees, agents, consultants or other agencies of the Crown) for any:</p> <ul style="list-style-type: none"> <li>(a) Loss;</li> <li>(b) increase in the Monthly Fee or for payment of money (including damages); or</li> <li>(c) increases in the fees for Out of Scope Services beyond that fee in the relevant Quote,</li> </ul> <p>under, arising out of, or in connection with:</p> <ul style="list-style-type: none"> <li>(d) this Agreement;</li> <li>(e) the Services;</li> <li>(f) the Out of Scope Services; or</li> <li>(g) any TMRN Project,</li> </ul> <p>including any such claim by way of indemnity, under contract (including any breach of this Agreement), in equity (including breach of an equitable duty, breach of confidentiality or breach of fiduciary duty), under statute (including breach of statutory duty) (to the maximum extent possible) in tort (including for negligence or negligent misrepresentation) or otherwise (including in restitution).</p>
<b>Competent Contractor</b>	means an experienced and competent contractor providing services that are similar in nature to the Services, Out of Scope Services or TMRN Projects, of the highest standard and quality,



with particular experience in providing services for ESO networks to networks similar to the TMRN in Australia.

<b>Conditions Subsequent</b>	means the conditions subsequent as specified in clause 2(a).
<b>Confidential Material</b>	has the meaning given in clause 35.3.
<b>Confidential Provisions</b>	has the meaning given in clause 35.1.
<b>Configuration Documentation</b>	means documentation detailing the configuration, design, structure and build of the TMRN.
<b>Consequential Loss</b>	<p>means any:</p> <ul style="list-style-type: none"><li>(a) loss of profit;</li><li>(b) loss of production;</li><li>(c) loss of revenue;</li><li>(d) loss of business;</li><li>(e) loss of data;</li><li>(f) loss of or damage to goodwill;</li><li>(g) loss of reputation;</li><li>(h) loss, cost or expense from wasted management time; or</li><li>(i) losses arising from claims by Third Parties,</li></ul> <p>whether direct, indirect or consequential.</p>
<b>Consumables</b>	<p>means all consumable items to be provided and used by the Contractor in the supply of the Services for the Equipment and TMRN, but excluding:</p> <ul style="list-style-type: none"><li>(a) all antennas including microwave dishes, grid pack, omni directional, panel, co-linear, Yagi, folded dipole array;</li><li>(b) Cable Feeders other than antenna tails used as part of</li></ul>





the TMRN antenna systems;

- (c) engineered mounting brackets,
- (d) earthing kits;
- (e) cable trays and cable tray lids and anchoring devices;
- (f) surge arrestors;
- (g) Site batteries;
- (h) Site solar panels;
- (i) items listed in the Asset Management Database; and

such other items as further agreed by the parties from time to time, both acting reasonably.

**Consumer Price Index" or "CPI**

means the All Groups Consumer Price Index for Hobart as published and varied by the Australian Bureau of Statistics.

**Contamination**

means a solid, liquid, gas, odour, heat, sound, vibration, radiation, pollutant or substance of any kind (and each a Contaminant) which makes or may make any segment of the Environment unsafe, unfit or harmful for habitation, use or occupation by any person or animal or not comply with any Legislative Requirement or otherwise damages or may damage the Environment.

**Contract Material**

means:

- (a) all Foreground Material; and
- (b) all material:
  - (i) developed, or required to be developed, by the Contractor or its Subcontractors or its Third Party Providers, solely or jointly with the Crown, under this Agreement or as part of, or for the purposes of, providing the Services, Out of Scope Services or TMRN Projects; and
  - (ii) includes Documents, information, firmware and Data stored by any means and all Intellectual Property subsisting therein,



but excluding Software.

<b>Contractor</b>	where the context admits, includes the Contractor's employees, officers, Affiliates, agents and consultants and its Subcontractors and its Third Party Providers and the employees, officers, agents and consultants of the Subcontractors, its Third Party Providers and its Affiliates.
<b>Contractor Background Material</b>	<p>means:</p> <p>(a) internal proprietary systems and processes of the Contractor, including for example Managed Services Total Operations Practice); and</p> <p>(b) Intellectual Property,</p> <p>owned or licensed to the Contractor or an Affiliate of the Contractor at any time before or during the Term, including improvements, enhancements, modifications, accretions, adaptations and extensions to such Intellectual Property, but in all instances excluding Publicly Available Material and Documents or reports, document structures or report templates, Data, information or statistics produced from the internal proprietary systems and processes and algorithms, whether they are produced in hard copy or soft copy, including MS Word, MS Excel or Adobe pdf reports.</p>
<b>Contractor Confidential Material</b>	has the meaning given in clause 35.4.
<b>Contractor IP Claims</b>	has the meaning given in clause 33.6.
<b>Contractor Tools</b>	means the testing equipment, vehicles, deployable generators, servers, systems, software and any other item that the Contractor uses to supply the Services that are not owned or supplied by the Crown.
<b>Contractor's Representative</b>	means the person appointed by the Contractor as its representative for the purposes of this Agreement or as replaced by the Contractor from time to time in accordance with clause 12.2.



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Corporate Probity Event**

means an event, circumstance, matter or thing that:

- (a) has or may conflict with the public interest;
- (b) has or may impact on the integrity of the TMRN;
- (c) may impact on the Contractors' financial capacity, reputation or ability to provide the Services;
- (d) has or may impact on the Crown and its obligations as a governmental body;
- (e) involves a material failure to achieve or maintain standards of ethical behaviour expected of a company engaged in a public safety service delivery; or
- (f) involves a material failure to achieve or maintain the avoidance of conflicts of interest in providing the Services and the duties owed to the Crown under this Agreement.

**CP KPIs**

means one of the key performance indicators for measuring the Contractor's performance under this Agreement as detailed in 1 of Schedule 16.

**CP KPI Monthly**

means the abatement available to the Crown from the



<b>Abatement</b>	Contractor in accordance with the results of the CP KPI Scoring Regime for a calendar month and calculated in accordance with the table in Item 7 of Schedule 16.
<b>CP KPI Scoring Regime</b>	means the scoring regime for the CP KPIs as detailed in Item 6 of Schedule 16.
<b>Crown</b>	means the Department and, where the context requires, includes the Crown's employees, authorised sub-contractors and agents, and excluding any State-owned companies and Government Business Enterprises of the Crown.
<b>Crown Default Notice</b>	has the meaning given in clause 40.11.
<b>Crown Event of Default</b>	has the meaning given in clause 40.11.
<b>Crown-Ericsson Contracts</b>	means: <ul style="list-style-type: none"> <li>(a) the services agreement between the Crown and the Contractor for the provisions of services dated 26 June 2007 and which shall terminate on the Service Commencement Date;</li> <li>(b) the TMRN digital upgrade contract between the Crown and the Contractor for the provisions of services dated 22 December 2009; and</li> <li>(c) the TMRN upgrade contract between the Crown and the Contractor for the provisions of services dated 22 April 2008.</li> </ul>
<b>Crown Help Desk</b>	means a single point of contact within the Crown for the Crown to report Faults to the Contractor and the Contractor to communicate with to troubleshoot Faults.
<b>Crown IP Claims</b>	has the meaning given in clause 34.3.
<b>Crown Material</b>	means any material provided by or on behalf of the Crown to the Contractor for the purpose of this Agreement including documents, information, manuals, reports, diagrams, maps,



plans, lists and Data stored by any means excluding Publicly Available Material.

**Crown's Representative**

means the person appointed by the Department from time to time, holding, occupying or performing the duties of project manager for the TMRN project unit of the Department.

**Cure Plan**

means a plan detailing the results of investigation and analysis carried out by the Contractor where a Fault occurs and including:

- (a) source(s) of information that were used to identify the Fault;
- (b) the linkage between received Alarms and other received information sources and the particular Fault;
- (c) the steps and timing of the Fault identification and resolution;
- (d) information on the repairs and rectification processes carried out, include use of Spares;
- (e) an assessment of the root cause(s) of the Fault provided from the Contractor's processes; and
- (f) the findings, conclusions, options and recommendations of the investigation.

**Data**

means all data and information relating to the TMRN and its operations, facilities, customers, clients, personnel, assets, Equipment, Software and programs, in whatever form, including data:

- (a) that is generated by the TMRN;
- (b) that is generated by or processed by the Contractor as part of the Services, Out of Scope Services or TMRN Projects; and
- (c) such as barcoding or any other method of identifying Assets or Equipment.

**Default Notice**

has the meaning given in clause 40.1(a).



<b>Department</b>	means the Tasmanian Government Department referred to Recital A.
<b>Documents</b>	means any document, manual, report, diagram, map, plan or lists in whatever form or stored by whatever means, developed or used by the Contractor under this Agreement or as part of, or for the purposes of, providing the Services, Out of Scope Services or TMRN Projects.
<b>Duty</b>	means any stamp, transaction or registration duty or similar charge imposed by any Government Agency and includes, but is not limited to, any interest, fine, penalty, charge or other amount imposed in respect of the above but excludes any Tax.



<b>Emergency Services Organisation or ESO</b>	means an organisation that provides emergency or other related services.
<b>End to End Communications</b>	means EDACS <sup>IP</sup> radio communications via the TMRN between any mix of radio terminals and radio dispatch consoles.
<b>Environment</b>	means all: <ul style="list-style-type: none"> <li>(a) physical factors including the land (and subsurface), weather, waters, atmosphere, climate (including wind), sounds, odours and tastes;</li> <li>(b) biological factors of animals and plants;</li> <li>(c) social factors of aesthetics; and</li> <li>(d) properties.</li> </ul>





<b>Equipment Commissioning/ Acceptance Tests</b>	means the commissioning or acceptance tests provided by the Contractor to the Crown for a piece of Equipment installed into the TMRN.
<b>Equipment Vendor</b>	means a manufacturer of equipment and software.
<b>Event</b>	means an actual or impending occurrence that has or will have occurred in the TMRN, which may or may not be linked to a Fault.
<b>Event Management Services</b>	means the process responsible for managing events throughout their lifecycle. Event Management is one of the main activities of TMRN operations. The primary objective of Event Management is to return the TMRN service to customers as quickly as possible.
<b>Event Monitoring Services</b>	means the process for managing Events with the primary objective to mitigate the impact to or manage the return of the TMRN to normal operating conditions as quickly as possible.
<b>Extended FM Event</b>	<p>means an Event where the Contractor arrives at a Site and finds that due to a Force Majeure Event:</p> <ul style="list-style-type: none"><li>(a) there is extensive damage to the Site;</li><li>(b) key operational Equipment at the Site have been rendered inoperable;</li><li>(c) there is material damage to an antenna system; or</li><li>(d) the Site cannot transmit or receive radio communications, and</li><li>(e) which has been approved by the Crown as an "Extended FM Event" in accordance with clause 9.2(j).</li></ul>
<b>Fault</b>	<p>means an actual or impending defect, error or malfunction of the TMRN:</p> <ul style="list-style-type: none"><li>(a) as determined or detected by the Crown and categorised by the Crown as Level 1 Faults, Level 2 Faults or Level 3</li></ul>



Faults; or

- (b) as detected by the Contractor and categorised by the Contractor as Level 1 Faults, Level 2 Faults or Level 3 Faults.

**Fault Register** means a register of all Faults reported in the TMRN.

**Fault Report** means a report of each Fault that is reported in the TMRN which details the Fault location, duration, cause, impact and resolution in accordance with Schedule 18.

**First Term** means the period commencing on the Service Commencement Date and ending on the First Term End Date.

**First Term End Date** means, unless otherwise agreed in writing between the parties, the later of:

(a) 25 December 2018; and

(b) the date that:

(i) the Deed of Variation varying the Term- of this Agreement and setting out the terms of the TMRN core upgrade contained in Schedule 20 (b) is executed by the Crown and the Contractor; and

(ii) the Crown issues the Contractor with a purchase order for the TMRN core upgrade contained in Schedule 20 (b).-

**Force Majeure Event** means any event or occurrence or combination of events and/or occurrences which is not within the reasonable control of the Affected Party and which restricts prevents or delays its performance of any obligation under this Agreement including:

- (a) a war, whether declared or not, hostilities, blockade, revolution, insurrection, riot public disorder, requisition, confiscation or nationalisation;



- (b) terrorism;
- (c) strikes or withdrawal of labour other than Industrial Action;
- (d) radioactive or chemical contamination; and
- (e) fire, unusual flood, earthquake, river drought, storm, lightning, epidemic and quarantine,

but only to the extent where such events or circumstances are not caused or contributed to by a breach by the Affected Party of this Agreement.

**Force Majeure  
Suspension Period**

has the meaning given in clause 26.1(a).

**Foreground  
Material**

means material developed, or required to be developed, by the Contractor under the Crown-Ericsson Contracts or as part of, or for the purposes of, providing the Services under those contracts, solely or jointly with the Crown, including documents, information, manuals, reports, diagrams, maps, plans, lists and Data stored by any means.

**Frequency Register**

means a register maintained by the Contractor which documents all ACMA licences used within the TMRN.

**Functional Test  
Result**

means the results of the functional testing which follows the approach detailed in Schedule 12 is performed by the Contractor on all [REDACTED]s.

**Further Term**

means ~~one a further term~~ period of one year.

**Government  
Agency**

means any government and any governmental body, whether:

- (a) legislative, judicial or administrative;
- (b) a department, commission, authority, instrumentality, tribunal, agency or entity;
- (c) commonwealth, state, territorial or local,

and includes any self regulatory organisation established under any law but excludes a governmental body in respect of any



service or trading functions as distinct from regulatory or fiscal functions.

- GST**
- (a) has the same meaning as in the GST Law;
  - (b) includes any other goods and services tax or any Tax applying to this Agreement in a similar way; and
  - (c) includes any additional tax, penalty tax, fine, interest or other charge under a law for such a tax.

**GST Law** has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).



**Health and Safety Law** means all workplace, health and safety related Legislative Requirements that are in any way applicable to the Services, Out of Scope Services and TMRN Projects.

**HVAC Equipment** means heating, ventilation and air-conditioning equipment.

**Industrial Action** means:

- (a) a strike, lockout, demarcation or industrial dispute involving the Contractor or its employees, Affiliates (including any employee of its Affiliates), agents, Subcontractors or its Third Party Providers which affects a Site or the Services, Out of Scope Services or TMRN Projects; or
- (b) any claim relating to the employment agreements and other employment arrangements applicable to the Contractor's or its employees, Affiliates (including any employee of its Affiliates), agents, Subcontractors or its Third Party Providers for or in connection with a Site or the Services, Out of Scope Services or TMRN Projects.

**Industry Best Practices** means practices followed when Services, Out of Scope Services and TMRN Projects are undertaken in accordance with all of the following:



- (a) in a sound and workmanlike manner;
- (b) with due care and skill;
- (c) to the highest standard expected of a Competent Contractor;
- (d) in accordance with all applicable Legislative Requirements; and
- (e) consistently with best practice expected of a Competent Contractor.

**Infrastructure** means items such as towers, masts, huts and buildings on Sites, that are owned by the Crown and used in the TMRN.

**Initial Term** means the First Term and the Second Term ~~initial term of this Agreement being four years.~~

[REDACTED]

[REDACTED]

**Insurance** means all policies of insurance required to be taken out or entered into under clause 30.

**Intellectual Property** means all copyright, patents, registered and unregistered trademarks, registered designs, trade secrets and know-how and all other intellectual property rights resulting from intellectual activity.

**Interruptions** means those Events in the TMRN caused by Third Parties on a planned or unplanned basis.

**IP KPI** means each key performance indicator that the TMRN is required to meet in accordance with Schedule 17.

**IT Security Incidents** means the security incidents as detailed in Schedule 11.



<b>IT Service Management Tool</b>	means the management system used by and owned or licensed to the Contractor to monitor and handle Alarms, Faults, Events or Service Requests. It includes all activities - directed by policies, organised and structured in processes and supporting procedures - that are performed by the Contractor to plan, deliver, operate and control IT services offered to the Crown.
<b>Legislative Requirements</b>	means Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth or the State applicable to the delivery of the Services, Out of Scope Services and/or TMRN Projects.
<b>Level 1 Faults</b>	has the meaning given in 1 of Schedule 14.
<b>Level 2 Faults</b>	has the meaning given in Item 3 of Schedule 14.
<b>Level 3 Faults</b>	has the meaning given in Item 4 of Schedule 14.
<b>Like for Like Replacement</b>	<p>means the replacement of Equipment (excluding Infrastructure) that is installed in the TMRN and which:</p> <ul style="list-style-type: none"> <li>(a) is a replacement that is at least technically and functionally equivalent with the in service unit being replaced but installed only to operate to the current functionality of the in service unit;</li> <li>(b) has equivalent dimensional and form factor and operating conditions;</li> <li>(c) has substantially the same installation time as the in service unit being replaced, with the Contractor acting reasonably;</li> <li>(d) does not require additional network or alarm system integration changes in order for the replacement unit to function; and</li> <li>(e) installation can be scheduled in an existing Preventative Maintenance cycle, a corrective maintenance visit for the in service unit to be replaced or agreed as part of Scheduled Works, using the appropriate existing Contractor Tools, processes and procedures.</li> </ul>



**Loss** includes any direct loss, cost, expense, damage or liability (including any fine or penalty) whether present or future, fixed or unascertained, actual or contingent and whether arising under contract (including any breach of this Agreement), in equity (including breach of an equitable duty, breach of confidentiality or breach of fiduciary duty), under statute (including breach of statutory duty) (to the maximum extent possible), in tort (including for negligence or negligent misrepresentation) or otherwise (including in restitution).

**Master Key System** means a key system comprised of a number of cylinders/locks that allow different groups or individual key holders to gain access to all or individually defined areas of a building, buildings or Sites where Equipment is located.

**Material Security Incident** means any negligent, willful or reckless act or omission by the Contractor resulting in a Security Incident with material adverse consequences for the Crown.



**Monthly Fee** means the fee payable by the Crown to the Contractor each month for the Services as detailed in Schedule 3, subject to the other provisions of this Agreement.

**Monthly Performance Meeting** means the meeting each month between the Crown and the Contractor to review the performance of the Contractor for the previous month.

**Monthly Performance Report** means the reports to be issued by the Contractor to the Crown as specified in Item 1 of Schedule 18.



**Monthly Reports** means the reports to be issued by the Contractor to the Crown each month as specified in Item 2 of Schedule 18 as required by clause 13.2.

**Moral Rights** means:

- (a) a right of attribution of authorship;
- (b) a right not to have authorship falsely attributed; or
- (c) a right of integrity of authorship,

granted to creators under the *Copyright Act 1968* (Cth).

**Moves, Adds, Changes and Deletions or MACDs** means the installation, moving and relocation of Equipment or components within the TMRN and altering the configuration or the features provided by Equipment which exist [REDACTED]



**NOC** means the Network Operations Centre operated by the Contractor for the provision of the NOC Services to the Crown.

**NOC Services** means the services to be provided by the NOC as specified in Schedule 10 and which form a part of the Services.



**Nominated  
Referral Body**

has the meaning given in clause 41.4(c).

**Notification Report**

means the report to be provided by the Contractor to the Crown detailing any issues, observations or anomalies within the TMRN that require consideration, attention, management or rectification, but which such consideration, attention or rectification does not form part of the Services.

[REDACTED]

[REDACTED]

[REDACTED]

**Out of Scope  
Services**

includes the following services or works required by the Crown that are not part of the Services. The Crown may request the Contractor or a Third Party to provide such services in accordance with this Agreement:

- (a) supply, maintenance and repair of:
  - (i) Infrastructure;
  - (ii) equipment, towers, masts, huts, buildings, systems, software and services on Sites not owned by the Crown; and
  - (iii) radio terminal equipment;
- (b) inclusion of Infrastructure, Third Party transmission links and radio terminal equipment in the Asset Management Database and in lifecycle management Services;
- (c) performance of maintenance in relation to transmission services provided by Third Parties, including [REDACTED]
- (d) making of road access arrangements for access to Sites and payment of any fees for such road access;





<b>Parent Company Guarantee</b>	means an irrevocable and unconditional guarantee and indemnity by the ultimate holding company of the Contractor in favor of the Crown and in a form approved by the Crown, for any act or omission of the Contractor under this Agreement.
<b>Personal Probity Event</b>	<p>means an event, circumstance, matter or thing involving an employee, officer, Affiliate, Affiliate employee, agent, consultant, Subcontractor or Third Party Provider of the Contractor that:</p> <ul style="list-style-type: none"><li>(a) has or may have a material effect on the reputation or integrity of that employee, officer, agent, consultant or Subcontractor of the Contractor;</li><li>(b) has or may conflict with the public interest;</li><li>(c) has or may impact on the integrity of the TMRN;</li><li>(d) has or may impact on the Contractors' financial capacity, reputation or ability to provide the Services; or</li><li>(e) has or may impact on the Crown and its obligations as a governmental body.</li></ul>
<b>Planned Outage</b>	means any planned outage or planned downtime in the TMRN.
<b>PM Completion</b>	means the report to be prepared by the Contractor following





<b>Report</b>	completion of Preventative Maintenance at a Site.
<b>Police Check Form</b>	means the police check form as issued by the Crown.
<b>Post Incident Review</b>	means the review referred to in Item 5(k) of Schedule 16.
<b>Post Incident Review Report</b>	means a report describing the Event that led to a loss or disruption to the Services, what the Contractor did to rectify the Event, what steps have been put in place to identify, analyse and correct hazards to prevent a future re-occurrence and other detail described in clause 13.4.
<b>Preventative Maintenance or PM</b>	means the maintenance activities, such as systematic inspection, detection, correction, and prevention of incipient faults, in order to protect the TMRN from Faults and Events and obligations as specified in clause 4.8.
<b>Probity Event</b>	means a Corporate Probity Event or a Personal Probity Event.
<b>Problem</b>	means the root cause of Event or Fault.
<b>Problem Management</b>	<p>means the investigation and analysis process for managing the lifecycle of Problems, Problem control and proactive Problem management, and of which the primary objectives are:</p> <ul style="list-style-type: none"> <li>(a) to prevent Faults from happening; and</li> <li>(b) to minimise the impact of Faults that cannot be prevented.</li> </ul>





<b>Publicly Available Material</b>	means material, concepts and systems that are available to the public generally and not subject to any proprietary right of a party or any Third Party, other than by breach of this Agreement.
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<b>Quote</b>	means a quote provided by the Contractor to the Crown for Out of Scope Services or TMRN Projects in accordance with clause 23.
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<b>Rates</b>	means the labour rates card for the Contractor for Out of Scope Services and TMRN Projects as detailed in the Business Operations Manual.
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<b>Record</b>	means a document or an object that is, or has been, made or kept by reason of any information or matter that it contains or can be obtained from it or by reason of its connection with any event, person, circumstance or thing. A document includes any printed or written material and an object includes a sound recording, coded storage device, magnetic tape or disc, microfilm, photograph, film, map, plan or model, painting or other pictorial or graphic work.
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<b>Redacted Document</b>	has the meaning given in clause 33.5(d)(ii).
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<b>Release Management</b>	means the process responsible for planning, scheduling and controlling the movement of releases to test and live environments utilising configuration management and Change Management with the primary objective to ensure that the integrity of the live environment is protected and that the correct components are released. Release management.
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<b>Relevant Time</b>	has the meaning given in clause 39.6.
<b>Relevant Year</b>	means, for the purposes of clause 22.12, the 12 month period commencing on the Service Commencement Date and thereafter, the relevant anniversary of the Service Commencement Date, during the Term.
<b>[REDACTED]</b>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<b>Repeater Site</b>	means a Site solely configured to repeat all transmissions provided by the donor Site which uses [REDACTED] [REDACTED]
<b>Repetitive Fault</b>	<p>means:</p> <p>(a) where the same Fault occurs at the same Site two or more times in one calendar month;</p> <p>(b) where two or more Faults with the same symptoms occur as determined by the Contractor and agreed by the Crown acting reasonably at the same Site in one calendar month; or</p> <p>(c) where two or more of the same Fault occurs affecting Equipment in the TMRN in a calendar month with no definitive resolution and indicating a potential systemic issue.</p>
<b>Reporting Service</b>	means the reporting referred to in Item 5(l) of Schedule 16.



**Request for Tender** means the document inviting the Contractor to offer to supply services to the Crown which was distributed by the Crown on 22 June 2015 and any supplemental document, addendum clarification or variation of the Request for tender issued by the Crown.

**Responsibility Allocation Matrix** means the responsibility matrix between the Crown and the Contractor as detailed in Schedule 8.

**Risk Allocation Matrix** means the risk allocation matrix between the Crown and the Contractor as detailed in Schedule 7.

**Scheduled Works** means works carried out on the TMRN by the Contractor that will not require a Planned Outage or an Urgent Planned Outage, such as backups and Updates.

**Scheme** means a scheme in force under the *Professional Standards Act 2005* for limiting the occupational liability of members of an occupational association.

**Second Term** [means the period commencing immediately following the First Term End Date and ending on 25 December 2021.](#)

**Security Incident** means a threat or an occurrence that is undesirable, including a bomb threat, blackmail, violation of laws and regulations, professional misconduct, violations of agreements, deviations from documented and approved work tasks, computer viruses or fraud, and includes IT Security Incidents.

**Security Incident Report** means the report as detailed in Item 3 of Schedule 18.

**Security Policy** means the suite of documentation making up the security policy for the TMRN and the supply of the Services, Out of Scope Services and TMRN Projects as developed by the Contractor and agreed by the Crown.

**Security Risk Register** means a register of security risks to the TMRN identified by the Crown in consultation with the Contractor, which identifies the



likelihood and consequences of each risk and mitigation actions.

<b>Service Commencement Date</b>	means the date that the Crown has issued the commencement notice to the Contractor to commence the Services.
<b>Service Desk</b>	means the Contractor's point of contact for the Crown to log Events, Alarms and Faults.
<b>Services</b>	means the services to be provided by the Contractor for the operation, monitoring, maintenance and security of the TMRN as described in Schedule 5.
<b>Site Folder</b>	means the folder compiled for each Site detailing all Equipment located at the Site, including make, model, serial number of the Equipment, details of the Site name and number, Site owner, configuration of the Site and frequencies, tower type, copies of various installation checklists as completed at the time of commissioning, copies of all documentation relating to any testing and works undertaken to rectify any issues, a copy of the ACMA apparatus licence, As Built Documentation; access and security information; alarm shelf wiring table; "Preventative Maintenance" checklists and Preventative Maintenance test data recordings, including alarm acceptance, battery and microwave link checklists; and fault repair checklist.
<b>Site Map</b>	means the related maps, including directions to the Site, the location of the site within the TMRN.
<b>Sites</b>	means any location where the TMRN is located, and in particular the sites as listed in Schedule 20.
<b>SNMP</b>	means the Simple Network Management Protocol.
<b>Software</b>	means software and firmware utilised in the TMRN that is licenced by the Contractor as a part of the Services and any other software acquired by or licensed directly to the Crown by a Third Party for use in the TMRN.
<b>Software License</b>	means the register of all Software utilised in the TMRN.



**Register**

**Spares**

means the spare parts and components required to operate the TMRN for immediate usage in the TMRN or when necessary, excluding Consumables.

**Spares Management**

means the management of Spares referred to in Item 5(m) of Schedule 16.

**Stop the Clock Event**

means when the Crown may agree to the actual time to repair for a Fault being stopped and then restarted once the Event has passed, which is not a Force Majeure Event, but rather where the Event is caused by the following:

- (a) where the Crown has a Third Party Vendor Support Agreement, and such agreement has not expired or been terminated lawfully or otherwise, which covers the Equipment or part thereof to which the Fault relates and the rectification of the Fault requires:
  - (i) the provision of parts or replacement equipment by the relevant Third Party; and/or
  - (ii) the Third Party to carry out rectification work on the relevant Equipment;
- (b) where the existing faulty equipment cannot be fully replaced by existing Spares and needs to be rebuilt;
- (c) where the lack of Spares for a bespoke piece of Equipment, results in insufficient Spares to replace the faulty Equipment and new Spares need to be procured;
- (d) where the Crown requests that the Contractor cease Fault rectification actions due to operational requirements or the need to reprioritise concurrent Faults in order to reduce the impact of interruptions to the TMRN; or
- (e) for any other reasons as required by the Crown and agreed by the Contractor, or requested by the Contractor and agreed by the Crown, both acting reasonably in both instances.

**Subcontractor**

means a Third Party who is engaged by the Contractor to provide



services or perform works on the TMRN.



**Target ATTR** means the target time periods for Fault rectification Services as detailed in 2 of Schedule 15.

**Tax** means any tax, goods and services tax (including, without limitation, GST), levy, charge, impost, duty, fee, assessment, contribution, deduction, compulsory loan or withholding, which is assessed, levied, imposed or collected by any Government Agency and includes, but is not limited to any interest, fine, penalty, charge, fee or any other amount imposed on, or in



respect of any of the above but excludes Duty.

<b>Tax Law</b>	means any law relating to either Tax or Duty as the context requires.
<b>Tender</b>	means: <ul style="list-style-type: none"><li>(a) the documents by the Contractor constituting an offer to supply services to the Crown under the Request for Tender received by the Crown on 21 August 2015; and</li><li>(b) any supplemental document of clarification or variation of the Tender agreed to in writing by the parties.</li></ul>
<b>Term</b>	means the term of this Agreement including the Initial Term and any Further Term.
<b>Termination Notice</b>	has the meaning given in clause 40.1(a).
<b>Termination Transition Out Services</b>	means Services reasonably required after this Agreement is terminated pursuant to clauses 40.1, 40.2, 40.3 or 40.4, for the operation of the TMRN so that it continues in accordance with and on the same terms as set out in this Agreement and to facilitate the orderly exit of the Contractor from the TMRN and/or to an alternative service provider.
<b>Third Party</b>	means any person or entity (including a Governmental Agency) other than the Crown or the Contractor.
<b>Third Party Equipment</b>	means equipment, towers, masts, huts, buildings systems, software and services that are used or supplied by any Third Party that are not owned by the Crown.
<b>Third Party Provider</b>	means a Third Party (other than a Subcontractor) who is engaged by the Contractor or the Crown to provide minor services or perform minor works on the TMRN.
<b>Third Party Vendor Support</b>	means a then-current written agreement between:





- Agreement**
- (a) the Crown and a Third Party; or
  - (b) the Contractor or [REDACTED] and a Third Party (excluding Subcontractors) ,

for the provision of hardware and software support.

**TMRN** means all Equipment and Third Party Equipment forming the "Trunk Mobile Radio Network", at any point in time and at any and all Sites, including Infrastructure, physical technology [REDACTED] and all associated systems, features and facilities within the TMRN Boundary.

**TMRN Access Form** means the access form issued by the Crown to be completed by the Contractor for each of its employees, officers, agents, consultants and Subcontractor for access to the TMRN.

**TMRN Approval** means an approval in writing by the Crown for an employee, Affiliate (including an employee of an Affiliate), agent, Subcontractor or Third Party Provider of the Contractor issued in accordance with clause 15.

**TMRN Boundary** means the boundary of the TMRN as detailed in Schedule 6.



**TMRN Project** means a set of additional services, works or undertakings (that are not part of the Services) that the Crown approves for the TMRN which substantially changes the network design or architecture or which is of such scope or complexity that management services are required above those provided as a part of the Services, and is subject to a specific set of written terms and conditions executed by the parties in accordance with clause 23.2(d).

**Transition In Plan** means a detailed plan (including all dates and activities) showing the Contractor's plan for establishing the structures, resources,



arrangements, Contractor Tools and items necessary for it to supply the Services and meet the timing requirements as specified in clause 38.

**Transition Out Services**

means the Services reasonably required after the expiry of the Term or the termination of this agreement pursuant to clause 40.5(a), for the ~~operation~~ shut down and decommissioning of the TMRN ~~so that it continues in accordance with and on the same terms as set out in this Agreement and to facilitate the orderly transition to an alternative service provider.~~

**Update**

means any software, firmware and any computer program or patch that has been provided for the Equipment, excluding Infrastructure, to overcome defects or to improve the operation or security of the Equipment.

**Upgrade**

means a major change in or replacement of the version or release of software in a piece of Equipment, excluding Infrastructure, generally resulting in a new version of that software.

**Urgent Planned Outage**

means any urgent outage or downtime in the TMRN for a particular Site or Sites.

**USCPI**

means the consumer price index for the United States of America as published and varied by the U.S. Department of Labor Bureau of Labor Statistics.

**Utility Services**

means any service or item of infrastructure, including water, electricity, gas, fuel, telephone, drainage, sewerage, fibre optic cable and electronic communication services.

**Variation Notice**

means a notice referred to in clause 24.1.

**Variation Proposal**

means a written proposal described in clause 24.3(b).

**Wage Price Increase or WPI**

means the trend total hourly rates of pay excluding bonuses wage price index for the private sector in Australia as published and varied by the Australian Bureau of Statistics.



**WFM** means the Work Force Management system for the field operations which provides scheduling functionality and is a Contractor Tool.

**Workaround** means a temporary measure or process put in place by the Contractor in response to an Event, until such time as full, normal services are resumed.

## 2. **Acronyms**

In this Agreement, the following acronyms have the corresponding meaning, unless otherwise defined or the context precludes it:

**ABN** Australian Business Number

**ACMA** Australian Communications and Media Authority

**AT** Ambulance Tasmania

[REDACTED]

**BDSL** Broadband Digital Subscriber Line

**BOM** Bureau of Meteorology

[REDACTED]

**CCB** Change Control Board

**CP KPI** Contractor Performance Key Performance Indicator

**CPI** Consumer Price Index

[REDACTED]

[REDACTED]



**ECE** Enhanced Cabling Enclosure

**EIRP** Effective Isotropic Radiated Power

**GID** Group Identification

**GPS** Global Positioning System

**ICT** Information and Communication Technology

[REDACTED]

**IP** Internet Protocol

**ITSM** Information Technology Service Management

**LAQE** Low Audio Quality Enhancer

**LID** Logical ID

[REDACTED]

[REDACTED]

**PIP Act** Personal Information Protection Act

**PM** Preventative Maintenance

**RDS** Radio Dispatch Services

**R/W user** Read/Write user

**RF Sites** Radio Frequency Sites



[REDACTED]

[REDACTED]

<b>SMS</b>	Short Message Service
<b>SQL</b>	Structured Query Language
<b>TDM</b>	Time Division Multiplexing
<b>TFS</b>	Tasmania Fire Service
<b>TTA</b>	Tower Top Amplifier
<b>UPS</b>	Uninterruptable Power Supply
<b>VHF</b>	Very High Frequency
<b>VLAN</b>	Virtual Local Area Network
<b>VNIC</b>	Voice Network Interface Controller
<b>WAN</b>	Wide Area Network

[REDACTED]

## Schedule 3 Fees

Description	Annual Price of the Services <u>(excluding GST)</u>	Monthly Fee for the Services <u>(excluding GST)</u>
<p><del>(a) Fixed Fee for Services for each of the first three years of the Initial Term, then indexed by CPI for the fourth year of the Initial Term and the Further Term; and</del></p> <p>Fixed Fee for <span style="background-color: black; color: black;">[REDACTED]</span> support services fees for each of the first three years of the Initial Term, then indexed by USCPI for the fourth year of the Initial Term and the Further Term</p>	<p><del>\$4,488,267</del></p> <p>\$4,488,267.00</p>	<p><del>\$374,022.25</del></p> <p>\$374,022.25</p>
<p>(a) Fixed Fee for Services for the First Term</p>	<p>\$4,488,267.00</p>	<p>\$374,022.25</p>
<p>(a) Fixed Fee for Services for the Second Term</p> <p>Fixed Fee for <span style="background-color: black; color: black;">[REDACTED]</span> support services fees for each of the first three years of the Term, then indexed by USCPI each year from the fourth year of the Term</p>	<p>\$4,838,422.08</p>	<p>\$403,201.84</p>



<p>(b) <u>Monthly Fee for Services for any Further Term</u></p> <p><u>Fixed Fee for [REDACTED] support services fees for each of the first three years of the Term, then indexed by USCPI each year from the fourth year of the Term</u></p>	<p><u>\$4,838,422.08 plus an adjustment for CPI in accordance with clause 22.30</u></p>	<p><u>\$403,201.84 plus an adjustment for CPI in accordance with clause 22.30</u></p>
<b><i>GST-Exclusive</i></b>	<b><i>\$4,488,267</i></b>	<b><i>\$374,022.25</i></b>
<b><i>GST-Component</i></b>	<b><i>\$448,826.70</i></b>	<b><i>\$37,402.23</i></b>
<b><i>GST-Inclusive</i></b>	<b><i>\$4,937,093.70</i></b>	<b><i>\$411,424.48</i></b>



## Schedule 4 Confidential Provisions

### Confidential Provisions

The following clauses, schedules, attachments, annexures, appendices or other material, are to remain confidential to the parties under clause 35.1:

- (a) clause 8.1(f)
- (b) clause 12.3(a)
- (c) clause 12.5
- (d) clause 22.12
- (e) clause 26.3
- (f) definition of "Remote Sites" in Schedule 2 - Glossary
- (g) Schedule 5 - Services
- (h) Schedule 6 - TMRN Boundary
- (i) Schedule 15 - Target ATTR's and abatement
- (j) Schedule 16 - Contractor performance assessment and abatement
- (k) Annexure A - Sites
- (l) Annexure C - ATTR Examples
- (m) Annexure D - Novation Deed













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The first part of the paper discusses the importance of the research and the objectives of the study. It highlights the need for a comprehensive understanding of the subject matter and the role of the researcher in this process. The second part of the paper presents the methodology used in the study, including the data collection methods and the analysis techniques. The third part of the paper discusses the results of the study and the conclusions drawn from the data. The final part of the paper provides a summary of the findings and discusses the implications of the study for future research.

The research was conducted in a systematic and rigorous manner, following the principles of scientific inquiry. The data was collected from a representative sample of the population, and the analysis was performed using advanced statistical techniques. The results of the study are presented in a clear and concise manner, allowing for a thorough understanding of the findings. The conclusions drawn from the data are based on a careful interpretation of the results, taking into account the limitations of the study.

The findings of the study have important implications for the field of research. They provide a new perspective on the subject matter and highlight the need for further research in this area. The study also demonstrates the value of a systematic and rigorous approach to research, and the importance of careful interpretation of the results.

In conclusion, the study has provided a comprehensive understanding of the subject matter, and the findings have important implications for the field of research. The study also demonstrates the value of a systematic and rigorous approach to research, and the importance of careful interpretation of the results.















































































































































































































































the 1990s, the number of people in the world who are under 15 years of age has increased by 1.2 billion, from 1.1 billion in 1980 to 2.3 billion in 1999. The number of people aged 15 years and over has increased by 1.1 billion, from 1.1 billion in 1980 to 2.2 billion in 1999.

There are a number of reasons why the world population is increasing so rapidly. One of the main reasons is that the number of children born to each woman has increased. In 1980, the average woman in the world had 2.5 children. In 1999, the average woman in the world had 2.7 children. This is a small increase, but it is enough to make a big difference over time.

Another reason why the world population is increasing so rapidly is that the number of people who are living longer is increasing. In 1980, the average person in the world lived for 55 years. In 1999, the average person in the world lived for 65 years. This is a big increase, and it is one of the main reasons why the world population is increasing so rapidly.

There are a number of other reasons why the world population is increasing so rapidly. One of the main reasons is that the number of people who are moving from rural areas to urban areas is increasing. In 1980, there were 1.1 billion people living in urban areas. In 1999, there were 2.2 billion people living in urban areas. This is a big increase, and it is one of the main reasons why the world population is increasing so rapidly.

Another reason why the world population is increasing so rapidly is that the number of people who are working is increasing. In 1980, there were 1.1 billion people working. In 1999, there were 2.2 billion people working. This is a big increase, and it is one of the main reasons why the world population is increasing so rapidly.

There are a number of other reasons why the world population is increasing so rapidly. One of the main reasons is that the number of people who are living in poverty is increasing. In 1980, there were 1.1 billion people living in poverty. In 1999, there were 2.2 billion people living in poverty. This is a big increase, and it is one of the main reasons why the world population is increasing so rapidly.

Another reason why the world population is increasing so rapidly is that the number of people who are living in the developing world is increasing. In 1980, there were 1.1 billion people living in the developing world. In 1999, there were 2.2 billion people living in the developing world. This is a big increase, and it is one of the main reasons why the world population is increasing so rapidly.

There are a number of other reasons why the world population is increasing so rapidly. One of the main reasons is that the number of people who are living in the world's poorest countries is increasing. In 1980, there were 1.1 billion people living in the world's poorest countries. In 1999, there were 2.2 billion people living in the world's poorest countries. This is a big increase, and it is one of the main reasons why the world population is increasing so rapidly.

Another reason why the world population is increasing so rapidly is that the number of people who are living in the world's most densely populated countries is increasing. In 1980, there were 1.1 billion people living in the world's most densely populated countries. In 1999, there were 2.2 billion people living in the world's most densely populated countries. This is a big increase, and it is one of the main reasons why the world population is increasing so rapidly.

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The first part of the paper discusses the importance of the research and the objectives of the study. It then presents a literature review of the existing research on the topic. The second part of the paper describes the methodology used in the study, including the data collection and analysis techniques. The third part of the paper presents the results of the study, and the fourth part discusses the conclusions and implications of the findings. The paper concludes with a summary of the main points and a list of references.

The research was conducted in a systematic and rigorous manner, following the principles of good research practice. The data was collected from a large and diverse sample of participants, and the analysis was conducted using a range of statistical techniques. The results of the study are presented in a clear and concise manner, and the conclusions are based on a thorough and objective analysis of the data.

The findings of the study have important implications for the field of research, and they provide valuable insights into the nature of the phenomenon being studied. The results suggest that there are a number of factors that influence the outcome of the study, and these factors should be taken into account in future research.

The paper is well-written and easy to read, and it provides a comprehensive overview of the research. The authors have done a great job of presenting the results of the study in a clear and concise manner, and they have provided a thorough and objective analysis of the data. The paper is a valuable contribution to the field of research, and it is well worth reading.



the 1990s, the number of people in the world who are under 15 years of age has increased from 1.1 billion to 1.5 billion, and the number of people aged 65 and over has increased from 0.2 billion to 0.4 billion (United Nations, 1999).

There are a number of reasons why the world population is ageing. First, the number of people who are aged 65 and over has increased because of the increase in life expectancy. In 1990, the average life expectancy at birth was 47 years, and in 1999 it was 52 years (United Nations, 1999). This increase in life expectancy is due to a number of factors, including improvements in medical care, better nutrition, and a decline in the incidence of infectious diseases. Second, the number of people who are aged 65 and over has increased because of the decline in the birth rate. In 1990, the average birth rate was 28 children per 1,000 women, and in 1999 it was 18 children per 1,000 women (United Nations, 1999).

The increase in the number of people who are aged 65 and over has a number of implications for society. First, it has led to an increase in the demand for social services, such as health care and housing. Second, it has led to a decline in the labour force, which has resulted in a decline in economic growth. Third, it has led to a decline in the number of people who are able to support themselves, which has resulted in an increase in poverty.

There are a number of ways in which society can respond to the increase in the number of people who are aged 65 and over. First, it can increase the provision of social services, such as health care and housing. Second, it can encourage people to work longer, which would help to support the labour force. Third, it can encourage people to save for retirement, which would help to support themselves in old age.

The increase in the number of people who are aged 65 and over is a global phenomenon, and it is one that will continue to increase in the future. It is a challenge that society must face, and it is one that requires a coordinated response. By taking the steps outlined above, society can ensure that it is able to meet the needs of its ageing population.

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the 1990s, the number of people in the UK who are employed in the public sector has increased by 1.5 million, from 2.5 million in 1980 to 4 million in 1995. The public sector has also become an important employer of women, with 5.5 million women employed in the public sector in 1995, compared with 4.5 million in 1980.

There are a number of reasons why the public sector has become an important employer of women. One reason is that the public sector has a high proportion of women in its workforce. In 1995, 88% of the public sector workforce were women, compared with 78% in 1980. This is due to a number of factors, including the fact that the public sector has a high proportion of jobs that are traditionally held by women, such as teaching, nursing, and social work.

Another reason why the public sector has become an important employer of women is that it has a high proportion of jobs that are full-time and permanent. In 1995, 68% of the public sector workforce were employed on full-time contracts, compared with 58% in 1980. This is due to the fact that the public sector has a high proportion of jobs that are essential to the functioning of the state, such as those in the health and education sectors.

A third reason why the public sector has become an important employer of women is that it has a high proportion of jobs that are well-paid. In 1995, the average salary of a public sector employee was £18,000, compared with £15,000 in 1980. This is due to the fact that the public sector has a high proportion of jobs that are in the higher grades of the public sector pay scale, such as those in the senior management and professional grades.

There are a number of other factors that have contributed to the growth of the public sector as an employer of women. These include the fact that the public sector has a high proportion of jobs that are in the public sector, and the fact that the public sector has a high proportion of jobs that are in the public sector. These factors have all contributed to the growth of the public sector as an employer of women.

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the 1990s, the incidence of *S. flexneri* has increased in the United Kingdom [10]. In the United States, *S. flexneri* has been reported as the most common serotype in children with acute bacterial dysentery [11].

There is a paucity of data on the epidemiology of *S. flexneri* in the United Kingdom. In the 1980s, *S. flexneri* was the most commonly isolated serotype from patients with acute bacterial dysentery in the United Kingdom [12]. In the 1990s, *S. flexneri* was the most commonly isolated serotype from patients with acute bacterial dysentery in the United Kingdom [13]. In the 1990s, *S. flexneri* was the most commonly isolated serotype from patients with acute bacterial dysentery in the United Kingdom [13]. In the 1990s, *S. flexneri* was the most commonly isolated serotype from patients with acute bacterial dysentery in the United Kingdom [13].

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## Schedule 7 Risk Allocation Matrix

Legend			
<b>X</b>	Retained Risk - This party has primary responsibility for the Risk.		
<b>S</b>	Shared Risk - This risk is shared between the parties.		
No.	Risk Description	Crown	Contractor
1.	Coverage Risk	X	
2.	Demand (Usage) Risk	X	
3.	Capacity Risk	X	
4.	Existing Network Topology	X	
5.	Security Risk (maintenance of security of the TMRN in accordance with the Security Policy)		X
6.	Change in Law Risk (compliance with all Legislative Requirements)		X
7.	Change in Tax Risk (excluding GST increase) (compliance with all Legislative Requirements related to taxation)		X
8.	Insurance Risk (as required by clauses 15.10 and 30 of the Agreement)		X
9.	Equipment and Spares stored at Contractor's facilities or premises, including vehicles		X
10.	Exchange Rate Risk (if not included in the Monthly Fee, the risks associated with exchange rate fluctuations during the time period for any Quote for an Out of Scope Service or TMRN Project)		X
11.	Disaster Response (delivery of the Services during a Business Continuity Incident or Disaster)	S	S
12.	Variations to the Agreement as required by clause 24.6	S	S



## Schedule 8 Responsibility Allocation Matrix

<b>Legend</b>			
<b>R</b>	Responsible Party – means the party that is responsible for performing the task to complete the work.		
<b>C</b>	Consulted Party – means the party whose input, approval or two way communication is required to complete the work.		
<b>Category</b>	<b>Responsibility Description</b>	<b>Crown</b>	<b>Contractor</b>
<b>Design</b>	TMRN Projects	C	R
	Variation Notices	R	R
<b>Operations Management</b>			
	TMRN performance monitoring		R
	Alarm handling		R
	Event Management Services and Event Monitoring Services		R
	Problem Management		R
	Post Incident Reviews		R
	Operation and maintenance of Contractor facilities, including storage of Equipment and Spares		R
	Management and monitoring of Sub-Contractors, Affiliates and the Contractor's Third Party		R



	Providers		
	Manage network configuration change, including software, hardware, firmware and network architecture, and associated reporting	C	R
	Attend operational and governance meetings with the Crown		R
	Reporting		R
	Preparation and maintenance of Documentation	C	R
	Identify, evaluate and supply to the Crown all software updates, patches, fixes or releases for the Equipment		R
	Manage the identification, rectification and resolution of all issues with [REDACTED] and Equipment with [REDACTED]		R
	Management and implementation of [REDACTED] in the TMRN	C	R
	Install and maintain anti-virus software on all TMRN servers and work stations		R
	Operate and maintain the Asset Management Database		R
	Ensure appropriate levels of Spares	C	R
	Identify, select, procure, store, maintain and manage the agreed Spares	C	R
	Stocktake of Spares		R
	Reporting on Spares holdings, purchasing and usage		R
	Supply all Consumables for the day to day operation of the TMRN		R
	Radio Terminals - write any radio terminal profiles required	C	R
	Radio Terminals - manage all disable/enable requests for the TMRN	C	R





<b>Maintenance</b>	Constantly evaluate and perform maintenance on the TMRN		<b>R</b>
	Repair and replace defective Equipment		<b>R</b>
	Identify and rectify Faults in the TMRN		<b>R</b>
	Identify and manage Events in the TMRN		<b>R</b>
	Preventative Maintenance must be performed on each Site twice per calendar year	<b>C</b>	<b>R</b>
	Monitor and maintain Contractor Tools		<b>R</b>
	Statement of calibration of all test equipment used as Contractor Tools to be provided to the Crown with the list of Contractor Tools each year		<b>R</b>
	Maintenance of TMRN dispatch consoles		<b>R</b>
	Manage the installation of all Updates for all Equipment and Software in the TMRN		<b>R</b>
	Manage the identification, rectification and resolution of all software issues with Equipment and Software with the relevant manufacturer.		<b>R</b>
	Identify, select, install and manage all Software and the licences for Software		<b>R</b>
	Plan, manage compliance, conduct interference investigations and applications for all spectrum licences	<b>C</b>	<b>R</b>
	Scheduling and managing all Planned Outages, Urgent Planned Outages and Scheduled Works in the TMRN with the Crown.	<b>C</b>	<b>R</b>
	Provision of emergency trailer mounted and portable power generators		<b>R</b>
	Undertaking regular backup and restoration of system, data, data archive and configuration management files		<b>R</b>



	Maintenance of towers, masts, huts			
	Installing and relocating Equipment or components and altering the configuration or the features provided by Equipment and Software which exist within the TMRN at the time of request	R	C	
	Monitoring the TMRN and its performance and availability, including but not limited to all systems, infrastructure, Equipment, Software, networks, alarms and Sites to identify any faults or failures across the TMRN		R	
	Log, track and report on all Crown Help Desk calls to the Service Desk and all Faults		R	
	Constantly evaluating the TMRN and the Equipment and Software to identify any Faults, failures or defects across the TMRN of a systemic nature		R	
	Identify, analyse, investigate and provide a detailed rectification plan to the Crown for its consent and rectify any identified systemic issue	C	R	
	Provision of a telephone monitoring and operational facility and a trouble ticket system for the Crown to report Faults, Events, service requests, incidents, Problems and changes related to the TMRN		R	
	Managing and evaluating the Equipment and Software in the TMRN to determine the lifecycle of the Equipment and Software and the availability of alternative products in the marketplace, and providing recommendations to the Crown.		R	
	The Contractor's monitoring and operational facility must provide first second and third level NOC Services		R	
Sec Unit V	Manage the Master Key System and associated access systems for physical Site access		R	



	TMRN system and facilities access management		R
	Implementation, management and compliance with Security Policy, plans and procedures		R
	Information security management including use, access, transfer and storage between Contractor and Crown		R
	Security password management	C	R
	Security Incident management including electronic, personnel and physical breach investigation and rectification		R
	Security audit compliance		R
	Manage and perform Software security threat, vulnerability and risk assessment		R
	Develop security policies and procedures for the TMRN that are compliant with ISO/IEC 27001:2005 and provide evidence of ISO/IEC 27001 certification.		R
	██████ implementation including selection, installation and distribution of ██████s		R
Commercial Framework	Equipment and Software selection and procurement		R
	Management of Equipment and Software warranties for the TMRN		R
	Fault rectification		R
	Implementation of management plans		R
	Business Continuity Management and Disaster Recovery Plan	C	R
	Annual technology presentation		R
	Billing and invoicing support and production of this Agreement		R
	Productivity gain sharing	R	R



	Conduct of audits and inspections	R	C
	Balanced Scorecard development	C	R
Out of Scope Services	Procurement of power supply to sites	R	C
	Spectrum frequency planning	C	R
	Spectrum availability and licensing	R	C
	Compliance with Legislative Requirements		R
	Variations and risks in pricing due to exchange rate fluctuations in procurement and supply of equipment		R
	Contractor Training Requirements		R
	Management of TMRN Customer disputes or complaints	R	
	On-billing of TMRN Customers	R	



## Schedule 9      Approved Affiliates

Country		Role and Responsibility	Information categories	
India		Support and maintenance of Contractor Tools Laboratory	Data	
Sweden		Location of Contractor Tools	Data  Contract Material and Crown Material where documents are uploaded into the MyEricsson Portal.	



## Schedule 10 NOC Services

The Contractor shall provide the following support services to the Crown via the NOC:

### Level 1 (NOC)

- (i) Operating 24 hours a day seven days a week
- (i) Active monitoring of Alarms
- (ii) Handling of Faults, Events and Scheduled Works reported by the Crown.
- (iii) Alarm handling and monitoring from OneFM to OneTM
- (iv) Notification to the Crown of Alarms, Faults, Events and Scheduled Works
- (v) Creation of "Trouble Tickets" in relation to Alarms, Faults, Events and Scheduled Works into OneTM
- (vi) Control and support the Contractor's planned or unplanned Events and Scheduled Works
- (vii) Management notification to the Crown and escalation of Faults through SMS messaging
- (viii) Management notification to the Crown of active Alarms during severe weather alerts via SMS messaging
- (ix) Assigning and escalating Faults, Events and Scheduled Works logged into OneTM to the field service operations of the Contractor
- (x) Tracking and monitoring of the deployment of the Contractor's field service operators in the TMRN
- (xi) Fault handling and notification as required by the "TMRN Alarms Database".

### Level 2 (Back Office)

- (a) The Contractor's back office is responsible for the development and maintenance of TMRN security controls in accordance with the BSR.
- (xii) The Contractor's nominated employees, who are approved by the Crown to do so, are responsible for the regular review of the environment to mitigate the risk of unauthorized access to the TMRN. This role will have privileged access to the Crown's network system subject to a TMRN Approval granted by the Crown under clause 15 for the requirements in (k).



- (xiii) Provide incident management services at the request or under the direction of the Contractor's Representative for extended or critical Faults, Events, Scheduled Works and Alarms
- (xiv) Conduct post incident reviews and provide post incident reports for Faults, Events, Scheduled Works and Alarms at the request or under the direction of the Contractor's Representative
- (xv) Perform impact and risk analysis of proposed Change Requests at the request or under the direction of the Contractor's Representative
- (xvi) Perform internal IP audits on TMRN systems and process
- (xvii) System level access is required to gather information or data such as log files, alarms and other configuration information relevant in assessing best practice
- (xviii) Perform internal IP security audits to ensure that delivery complies with the BSR
- (xix) System level access is required to sight artifacts when conducting reviews or audits
- (xx) Attend the monthly security meetings as an IP and security subject matter expert
- (xxi) As a risk mitigation providing fall back to the administrators for IP & Security activities in the event that the both TMRN administrators are not available
- (xxii) [REDACTED] or [REDACTED] support will be provided with Vasco for IP and/ or security Fault or issue resolution
- (xxiii) NOC performance reporting
- (xxiv) TMRN security reporting input

### Level 3

- (a) The NOC do not currently perform any Level 3 support services.



## Schedule 11 IT Security Incidents

- Detection by the Contractor of unauthorized changes to or access to TMRN network elements or nodes "Network Administrator" or "Technician" or unauthorised changes to or access to Data in MSDP by the Contractor or its employees, Affiliate employees used by the Contractor, agents, Subcontractors or its Third Party Providers without Crown approval in accordance with clause 15.
- Access by the Contractor's employees, Affiliate employees used by the Contractor, agents, Subcontractors or its Third Party Providers to the TMRN "Network Administrators" or "Technicians" to TMRN network element(s) or the MSDP other than as approved for the performance of their duties in accordance with the Clause 15.
- Detection by the Contractor of the unauthorized access to, or distribution of, Protected Information in accordance with clause 36.3 by the Contractor or any of its employees, Affiliate employees used by the Contractor, agents, Subcontractors or its Third Party Providers.
- Detection by the Contractor of changes to TMRN firewall rules and/or security settings detected or performed by the Contractor or its employees, Affiliate employees used by the Contractor, agents, Subcontractors or its Third Party Providers without a Change Request and Crown approval..
- Subject to clause 15, Detection by the Contractor of changes to TMRN access policy (e.g. material changes to TMRN network passwords or other TMRN authentication credentials) by the Contractor or any of its employees, Affiliate employees used by the Contractor, agents, Subcontractors or its Third Party Providers without a Change Request and Crown approval.
- Detection by the Contractor of unauthorized access or damage to Infrastructure or Equipment, or the theft or loss of Data or Equipment by the Contractor or any of its employees, Affiliate employees used by the Contractor, agents, Subcontractors or its Third Party Providers.
- Detection by the Crown or the Contractor of an unauthorized or unassessed change to the TMRN architecture, hardware or Software by the Contractor or any of its employees, Affiliate employees used by the Contractor, agents, Subcontractors or its Third Party Providers without a Change Request and Crown approval, unless expressly permitted by or contemplated by the Agreement.
- Detection by the Contractor of the introduction into MSDP or the TMRN nodes, firewall or system by the Contractor or its employees, Affiliate employees used





by the Contractor, agents, Subcontractors or its Third Party Providers of a trojan or software virus or malware infection.

- Denial of service attacks that originate from the MSDP connection firewall points.
- Work practices by the Contractor or its employees, Affiliate employees used by the Contractor, agents, Subcontractors or its Third Party Providers that may breach the Security Policy
- Any unauthorised access to the online portal by any Third Party or the Contractor or any of its employees, Affiliate employees used by the Contractor, agents, Subcontractors or its Third Party Providers or the theft or loss of Contract Material, Crown Material or other information from the online portal, as supplied by the Contractor under clause 12.4, unless such unauthorised access was caused by the Crown.



## Schedule 12 Functional Test Result

The post deployment verification results provided to the Crown for the first node and all subsequent nodes must include the following:

- (c) Checks performed prior to the [REDACTED] installation:
  - (i) Details of tests performed prior to the implementation of the [REDACTED] to ensure settings have not altered.
  - (ii) Confirmation that back-ups of the relevant node have been performed prior to the [REDACTED] installation.
  - (iii) Verification that there are no active alarms for the relevant node prior to the [REDACTED] installation.
- (d) Tests performed post [REDACTED] Installation:
  - (i) Details of all Functional tests performed to ensure that the node is operating normally including performing radio calls and testing non-radio components (where applicable).
  - (ii) Details of tests performed to ensure that the relevant node is sending alarms normally.





- (x) Is the Release relevant [REDACTED]
- (y) Is there a change to [REDACTED] agent deployment procedures?
- (z) Is there a change to [REDACTED] baseline deployment procedures? Is the [REDACTED] recommended for installation and distribution into the TMRN?



## Schedule 14 Fault Categories

### **1** Level 1 Faults

"Level 1 Faults" are Faults that:

- (aa) do, in the Crown's absolute discretion, or may, the Crown acting reasonably:
- (i) cause variation in the performance of the TMRN with the potential to significantly impact the End to End Communications by users; or
  - (ii) cause significant impairment of the ability to use, operate and manage the TMRN;
- (bb) where the Contractor detects the Fault, do or may:
- (i) cause variation in the performance of the TMRN with the potential to significantly impact the End to End Communications by users; or
  - (ii) cause significant impairment of the ability to use, operate and manage the TMRN;
- (cc) consistent with the principles in items (a) and (b) above, examples of Level 1 Faults include:
- failure of a Site - the Site is not providing full network connected trunking radio calls;
  - reduction in coverage, an ASM alarm may be an indicator of coverage reduction, but it is not the only indicator;
  - failure of the primary or redundant NSC;
  - failure of multiple channels at a Site;
  - failure of one or more channels at a Site where the Site has five channels or less;
  - failure of one or more channels at any Site that supports two or more [REDACTED]s;
  - loss of a control channel;
  - total loss or un-correctable errors for a non-redundant transmission link or system;
  - failure of a diesel generator, where a Site is operating on battery storage;



- failure of a solar system, where a Site is operating on battery storage;
- failure of a battery charger where the Site has only one charger, where a Site is operating on battery storage;
- failure of a single radio console;
- low volts Alarm at a Site; and
- Alarms as categorised in the Alarms Database.

### **Item 2 Item 3 Level 2 Faults**

"Level 2 Faults" are Faults that:

- (a) do, in the Crown's absolute discretion, or may, the Crown acting reasonably:
  - (i) cause variation in TMRN network performance with the potential to have limited impact on the End to End Communications by users; or
  - (ii) cause partial impairment of the ability to use, operate and manage the TMRN,
- (b) , where the Contractor detects the Fault, do or may:
  - (i) cause variation in TMRN network performance with the potential to have limited impact on the End to End Communications by users; or
  - (ii) cause partial impairment of the ability to use, operate and manage the TMRN;
- (c) consistent with the principles in items (a) and (b) above, examples of Level 2 Faults include:
  - failure of the complete system or significant parts of the Alarm collection system;
  - failure of diesel/solar generator, either solar or diesel generator is still operating, plus Site still has battery storage;
  - failure of a single channel at a Site, at Sites with 6 channels or more;
  - total loss, un-correctable errors or other impairment of a microwave link that has an operational redundant back-up link;
  - failure of a single battery charger where there Site has two or more chargers, where a Site is operating on battery storage;
  - loss of redundancy, where the loss of the remaining system/link/power system equipment would result in a Level 1 Fault;



- total failure or impairment of a GPS clock unit;
- network sentry faulty;
- failure of single radio console in some cases; and
- Alarms as categorised in the Alarms Database.

#### ~~Item 3~~ Item 4 Level 3 Faults

"Level 3 Faults" are Faults that:

**1.1** do, in the Crown's absolute discretion, or may, the Crown acting reasonably:

- (i) cause a variation in network performance but do not impact the End to End Communications; or
- (i) impact on the performance of Equipment that provides statistical information or other management services; or
- (ii) can be attributed to redundant systems, excluding the network switching centre, and where there is no immediate impact on End to End Communications;

(e) , where the Contractor detects the Fault, do or may:

- (i) cause a variation in network performance but do not impact the End to End Communications; or
- (ii) impact on the performance of Equipment that provides statistical information or other management services; or
- (iii) can be attributed to redundant systems, excluding the network switching centre, and where there is no immediate impact on End to End Communications;

(f) consistent with the principles in items (a) and (b) above, examples of Level 3 Faults include:

- failure of antenna system monitoring station;
- failure of a single alarm sensor/unit;
- failure of a single solar panel in a system which is designed to tolerate panel failures;
- failure of a ventilation fan; and
- Alarms as categorised in the Alarms Database.



the 1990s, the incidence of *S. flexneri* has increased in the United Kingdom [10]. In the United States, *S. flexneri* has been reported to be the most common serotype of *Shigella* isolated from children with shigellosis [11].

There is a paucity of data on the epidemiology of *S. flexneri* in the United Kingdom. In the 1970s, *S. flexneri* was the most commonly isolated *Shigella* serotype from patients with shigellosis in the United Kingdom [12]. In the 1980s, *S. flexneri* was the most commonly isolated *Shigella* serotype from patients with shigellosis in the United Kingdom [13]. In the 1990s, *S. flexneri* was the most commonly isolated *Shigella* serotype from patients with shigellosis in the United Kingdom [14]. In the 2000s, *S. flexneri* was the most commonly isolated *Shigella* serotype from patients with shigellosis in the United Kingdom [15].

The aim of this study was to determine the prevalence of *S. flexneri* in the United Kingdom. The study was conducted in the United Kingdom, where *S. flexneri* is the most commonly isolated *Shigella* serotype from patients with shigellosis.

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the 1990s, the number of people in the UK who are employed in the public sector has increased by 1.5 million, from 2.5 million in 1980 to 4 million in 1995. The public sector has also become an important employer of women, with 5.5 million women employed in the public sector in 1995, compared with 4.5 million in 1980.

There are a number of reasons why the public sector has become an important employer of women. One reason is that the public sector has a high proportion of women in its workforce. In 1995, 88% of the public sector workforce were women, compared with 78% in 1980. This is due to a number of factors, including the fact that the public sector has a high proportion of jobs that are traditionally held by women, such as teaching, nursing, and social work.

Another reason why the public sector has become an important employer of women is that it has a high proportion of jobs that are full-time. In 1995, 68% of the public sector workforce were employed full-time, compared with 58% in 1980. This is due to a number of factors, including the fact that the public sector has a high proportion of jobs that are traditionally held by women, such as teaching, nursing, and social work.

A third reason why the public sector has become an important employer of women is that it has a high proportion of jobs that are well-paid. In 1995, the average salary of a public sector employee was £18,000, compared with £15,000 in 1980. This is due to a number of factors, including the fact that the public sector has a high proportion of jobs that are traditionally held by women, such as teaching, nursing, and social work.

There are a number of other reasons why the public sector has become an important employer of women. One reason is that the public sector has a high proportion of jobs that are secure. In 1995, 88% of the public sector workforce were employed on permanent contracts, compared with 78% in 1980. This is due to a number of factors, including the fact that the public sector has a high proportion of jobs that are traditionally held by women, such as teaching, nursing, and social work.

Another reason why the public sector has become an important employer of women is that it has a high proportion of jobs that are flexible. In 1995, 12% of the public sector workforce were employed on flexible contracts, compared with 8% in 1980. This is due to a number of factors, including the fact that the public sector has a high proportion of jobs that are traditionally held by women, such as teaching, nursing, and social work.

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Another reason why the public sector has become an important employer of women is that it has a high proportion of jobs that are part-time or flexible. In 1995, 38% of the public sector workforce were employed on part-time or flexible contracts, compared with 28% in 1980. This is due to a number of factors, including the fact that the public sector has a high proportion of jobs that are traditionally held by women, such as teaching, nursing, and social work.

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There is a paucity of data on the epidemiology of *S. flexneri* in the United Kingdom. In the 1970s, *S. flexneri* was the most commonly isolated serotype from patients with acute bacterial dysentery in the United Kingdom [12]. In the 1980s, *S. flexneri* was the most commonly isolated serotype from patients with acute bacterial dysentery in the United Kingdom [13]. In the 1990s, *S. flexneri* was the most commonly isolated serotype from patients with acute bacterial dysentery in the United Kingdom [14]. In the 2000s, *S. flexneri* was the most commonly isolated serotype from patients with acute bacterial dysentery in the United Kingdom [15].

The aim of this study was to determine the prevalence of *S. flexneri* in the United Kingdom. The study was designed to determine the prevalence of *S. flexneri* in the United Kingdom. The study was designed to determine the prevalence of *S. flexneri* in the United Kingdom. The study was designed to determine the prevalence of *S. flexneri* in the United Kingdom. The study was designed to determine the prevalence of *S. flexneri* in the United Kingdom.

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## Schedule 17 IP KPI's

Parameter	KPI
Latency	≤100ms
Frame loss rate	≤ 0.001%
Jitter	≤60ms
IP service availability with redundant path	99.95%
IP service availability without redundant path	99.70%
Router fail over time	< 5 seconds



## Schedule 18 Reports

### Item 1 Monthly Performance Report

The Monthly Performance Report must include the following information on the performance of the TMRN:

- (f) an executive summary, giving an overview of the month that has just completed and detailing any unusual or extreme events;
- (g) a summary of relevant Events or departures from normal, that were not classified as Faults, categorised by the type (including Change Orders, Planned Outages, Urgent Planned Outages, Interruptions, Force Majeure, Out of Scope Services, antenna system faults – special conditions) during the month, including:
  - (i) a description of what occurred during the Event (such as Preventative Maintenance works);
  - (ii) which Site(s) was impacted;
  - (iii) the time it started and was closed and any exclusions (such as Stop the Clock, Force Majeure Events); and
  - (iv) whether any further action is required or any works were undertaken as part of the Event (such as a Change Request for replacement Equipment)
- (h) a summary list of Faults, categorised and grouped by the Level (such as Level 1 Fault, Site attendance, Level 2 Fault, non Site attendance), including:
  - (A) a description of the Fault, including the Site(s) impacted and the component that required maintenance or repair;
  - (v) the time that the Fault started and was closed;
  - (vi) details of who reported it (such as the TMRN Customers or Alarm generated);
  - (vii) the ATTR for each Fault level;
  - (viii) a report on the cumulative number of Faults for the month and year to date;
- (i) an Alarm report indicating all Alarms which may materially impact on the TMRN. This report must identify and categorise these Alarms in a manner that may indicate abnormal behaviour, including:
  - (i) a table of the top 10 Alarms, detailing the Alarm type, the severity of the Alarm (such as critical, major), the number of occurrences of the Alarm, the Sites the Alarms occurred at;



- (B) alarms of high repetition beyond agreed normal thresholds;
  - (C) all Site door and other security Alarms where fitted; and
  - (D) Site or TMRN high temperature Alarms;
- (j) a full list of all Moves, Adds, Changes and Deletions undertaken by the Contractor in the month including:
- (i) all Change Requests signed off in the month;
  - (ii) all Change Requests completed in the month; and
  - (iii) all outstanding Change Requests, with details of the reasons for any delays in implementing it.
- (k) availability of the TMRN and the figures used to calculate the availability including details of:
- (i) Site and channel availability statistics;
  - (ii) NSC availability, such as total outage time and usage, (i.e. which was the prime and which was the standby);
  - (iii) Crown link availability, such as each link service outage time and the percentage of availability for each link; and
  - (iv) IP network performance of the TMRN, including:
    - (A) latency, jitter, frame loss ratio percentage of IP links and overall average.
    - (B) IP service available (for the redundant and non redundant path); and
    - (C) router fail over time and number of fail over occurrences.
- (l) radio terminals:
- (i) the number of active units in the TMRN, including those used by the Contractor; and
  - (ii) the number of enable and disables requests carried out in the month.
- (m) monthly traffic statistics by TMRN Customer, including the Contractor's, including:
- (i) the numbers of call types (such as emergency calls, telephone interconnect);
  - (ii) the total airtime;
  - (iii) the average call duration;



- (iv) number of queued calls;
- (v) number of denied calls; and
- (vi) annual trend reporting;
- (n) available bandwidth and the amount being utilised;
- (o) a Spares report detailing:
  - (i) a full list of Spares, including details from the Asset Management Database of:
    - (A) the Spares used in the month;
    - (B) the Spares ordered in the month;
    - (C) the Spares away for repair;
    - (D) any new Equipment received in the month;
    - (E) any Equipment removed or disposed of by the Contractor;
    - (F) the level of Spares used during the relevant month and trends in the usage of Spares over the previous 12 months;
  - (ii) trending reports, analysis and recommendations in relation to Spares and Equipment usage and failure rates; and
  - (iii) a detailed report of the minimum level of Spares, which must specify the type, quantity and product code of each Spare required;
- (p) detailed trend analysis of the performance of the TMRN including high levels of Equipment failure or Faults, Alarm statistics, Service continuity issues and potential areas for improved performance of the TMRN or delivery of the Services by the Contractor; and
- (q) the details of all repairs undertaken on Equipment.

## Item 2 Monthly Reports

Report Name	Description
<b>Asset Management Database Report</b>	The Contractor must provide a monthly extract from the Asset Management Database which details all Equipment and Third Party Equipment currently located at all Sites. The Asset Management Database Report must be provided in electronic form in Microsoft Excel format (.xlsx)
<b>Generator Report</b>	The Contractor must provide a monthly report for each Site generator that includes:



	<ul style="list-style-type: none"> <li>a) daily run times;</li> <li>b) scheduled maintenance;</li> <li>c) refuelling (including fuel usage);</li> <li>d) non-routine alarms;</li> <li>e) details of any issues identified;</li> <li>f) a risk assessment of the issue;</li> <li>g) recommendations to address the issue; and</li> <li>h) the next scheduled visit.</li> </ul>
<b>Change Request Register</b>	The Contractor must maintain a Change Request Register of all Change Requests, and provide this to the Crown as part of the Monthly Reports.
<b>Update Register</b>	<p>The Contractor is to keep a register of all Updates received clearly documenting the following:</p> <ul style="list-style-type: none"> <li>a) date of receipt of the Update (from the Crown or directly from a Third Party);</li> <li>b) date of completion of assessment of applicability of the Update;</li> <li>c) appropriate identification numbers as specified by the Third Parties upon issuing the Update;</li> <li>d) description of the effect of the Update;</li> <li>e) reason for inclusion or rejection of the Update for the TMRN; and</li> <li>f) date the Update was installed into the TMRN (where applicable).</li> </ul>
<b>Backups and Recovery</b>	<p>The Contractor must provide to the Crown, as part of the Security Report, details on the backup and recovery works undertaken in that month, including:</p> <ul style="list-style-type: none"> <li>a) the type of backup performed (such as system, data, OS);</li> <li>b) the frequency of the backup;</li> <li>c) the success or otherwise of the backup;</li> <li>d) the date and time of the backup</li> <li>e) the total size of the back</li> <li>f) the format of the backup;</li> <li>g) what equipment was used to undertaken the backup (such a DAT tape); and</li> <li>h) the success or otherwise of the restore process.</li> </ul>
<b>Problem Management register</b>	The Contractor is to keep a register of all Problems associated with recurring Events and Faults, their Workarounds, associated with Cure Plans and resolution dates, and provide this to the Crown as part of the Monthly Reports.
<b>Security Report</b>	<p>The Contractor must provide the Security Report to the Crown each month, detailing the:</p> <ol style="list-style-type: none"> <li>1. number of total authorised users (including user ID, full name and location) within the various security systems, such as Vasco (and</li> </ol>





	<p>including the Vasco token details where applicable) and syslog, including their level of access;</p> <ol style="list-style-type: none"> <li>2. number of successful and failed logins and activity in the various security systems, such as Vasco and syslog;</li> <li>3. access to the TMRN and systems including any Security Incident or breaches in respect of such access;</li> <li>4. details of any exceptions, exclusions or assumptions made in relation to the raw data;</li> <li>5. details of any changes within the TMRN network implemented by the Contractor;</li> <li>6. details of any intrusion and threat detections during the period;</li> <li>7. details of any Security Incidents during the month and details of any outstanding Security Incidents (in the form of updated Security Incident Reports) for any outstanding incidents;</li> <li>8. details of any Security Incidents relating to any abnormality in the operating environment of the MSDP or TMRN (including the action taken by the Contractor or any of its employees, Affiliate employees used by the Contractor, agents, Subcontractors or Third Party Providers and any changes to the security infrastructure for the MSDP and the TMRN);</li> <li>9. details of any successful or unsuccessful compromises of or anomalies with any TMRN network element or system;</li> <li>10. where the Contractor is lawfully able to do so, details of any contact by law enforcement, regulatory or security authorities with respect to the TMRN or MSDP which has impact or potential impact to the TMRN;</li> <li>11. where the Contractor is lawfully able to do so, details of any civil injunctions or search orders relevant to the TMRN or MSDP which has impact or potential impact to the TMRN;</li> <li>12. details of any Security Incidents on the syslog server and TMRN firewall (5510 router);</li> <li>13. details of any access by the Contractor into and configuration details of the syslog server and TMRN firewall (5510 router);</li> <li>14. the number and status of new Police Check Forms, new TMRN Access Forms, amendments to TMRN Access Forms (such as changes in level of access) and deauthorisations (such as for the removal of existing employees access when they leave the Contractor's employment) that occurred during the month;</li> <li>15. documented evidence of the currency of the anti-virus software and malware protection on all systems;</li> <li>16. details on the status of any Updates that may be required to resolve security vulnerabilities;</li> <li>17. details of any other security anomalies or risks identified within the TMRN, with details of what works are required to be or were</li> </ol>
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	<p>undertaken by the Contractor to address the issue; and</p> <p>18. details of all access to the online portal (including the Contractor, Crown and all TMRN Customers), showing the username and the number of sessions for that user within the reporting period.</p>
<b>Support Services Register</b>	<p>The Contractor must provide to the Crown, as part of the Monthly Report, details of all network problems and issues raised with TAC or engineering, details of the related activities being undertaken within the TMRN and the status of all Faults or investigations being undertaken with by the Contractor.</p>

### Item 3 Ad Hoc Reports

Report name	Description	Time to provide
<b>Fault Report</b>	<p>The Fault Report must include the following information:</p> <ul style="list-style-type: none"> <li>i. the Site name and those of any other Sites impacted;</li> <li>i. the Fault level;</li> <li>i. the time it started and was closed and any exclusions from the calculations (such as Stop the Clock, Force Majeure Events);</li> <li>v. the cause of the Fault and, if unknown, a suggested action (such as a cure plan if a repeat Event); and</li> <li>v. whether any further action is required or any works were undertaken as part of the Fault (such as a Change Request for replacement Equipment).</li> </ul>	Within four Business Days of the Fault occurring
<b>Fault Report Register</b>	A Fault Report Register must be submitted to the Crown within two Business Days of the end of each fortnight detailing all Faults that have occurred within that fortnight.	Two Business Days after the end of each fortnight
<b>Battery Capacity Test Results</b>	The Contractor must notify the Crown of the test results after completing a battery discharge test.	Within five Business Days of test
<b>Battery Status Register</b>	<p>The Contractor must maintain a battery status register which must contain the following details;</p> <ul style="list-style-type: none"> <li>a) Site name;</li> <li>b) expected battery life at each Site including various conditions (such as cold, average and high temperatures);</li> <li>c) battery capacity for each bank of batteries (including previous test results);</li> <li>d) date test was undertaken;</li> </ul>	Whenever it is amended/updated by the Contractor



	e) battery type/capacity; f) battery installation date (where available).	
<b>Notification Report</b>	The Contractor must submit a notification report to the Crown where any anomalies are noted when attending a Site and the report must contain the following:  a) Site name; b) date; c) persons attending; d) details of the issue; e) photographs of the issue; f) critical nature of the issue; g) a risk assessment of the issue; and h) recommendations to address the issue.	Within ten Business Days of issue being first noted
<b>Business Operation Manual</b>	The Contractor must provide the Business Operation Manual to the Crown.	Within three months of the Service Commencement Date and annual review thereafter
<b>Business Continuity Management Plan</b>	The Contractor must provide the Business Continuity Management Plan to the Crown.	Within three months of the Service Commencement Date and annual review thereafter
<b>Security Plan Annual Technology Plan</b>	The Contractor must provide the Security Plan annual technology plan to the Crown.	Within three months of the Service Commencement Date and annual review thereafter
<b>Cure Plans</b>	The Contractor must provide the Cure Plan to the Crown.	Within 10 Business Days of a Level 1 Fault  Within 20 Business Days of a Level 2 Fault or a



		Level 3 Fault
<b>Change Request</b>	<p>If required by the Contractor, it must provide the Crown with a Change Request, which must include the following:</p> <ul style="list-style-type: none"> <li>a) date;</li> <li>b) change description;</li> <li>c) Site;</li> <li>d) urgency;</li> <li>e) impact;</li> <li>f) type of change;</li> <li>g) if related to Software: <ul style="list-style-type: none"> <li>(i) current version;</li> <li>(ii) recommended versions;</li> <li>(iii) latest version;</li> <li>(iv) reasons for not updating to the latest version;</li> <li>(v) risk and roll back strategy;</li> </ul> </li> <li>h) test plan;</li> <li>i) timelines; and</li> <li>j) a signature block for approvals</li> </ul>	Asap
<b>Frequency Register</b>	The Contractor must provide a copy of the Frequency Register to the Crown.	Upon request, or whenever there has been a change made.
<b>Security Incident Report</b>	<p>Submit a Security Incident Report to the Crown on Security Incidents or Material Security Incidents within the TMRN, which must include the following:</p> <ul style="list-style-type: none"> <li>a) details of the nature of the Security Incident or Material Security Incident;</li> <li>b) details of the Site or system impacted by the Security Incident or Material Security Incident;</li> <li>c) the severity of the Security Incident or Material Security Incident;</li> <li>d) the date and time that the Security Incident or Material Security Incident occurred;</li> <li>e) the date and time that the Security Incident or Material Security Incident was resolved;</li> <li>f) the date and time that the Security Incident or Material Security Incident was closed;</li> <li>g) the root cause of the Security Incident or Material Security Incident;</li> <li>h) the impact of the Security Incident or Material Security Incident;</li> </ul>	Within two Business Days of the Contractor becoming aware of the Security Incident or Material Security Incident



	<ul style="list-style-type: none"> <li>i) the events which led to the Security Incident or Material Security Incident;</li> <li>j) the sequence of events, including who was advised and when, of the Security Incident or Material Security Incident;</li> <li>k) details of the actions taken and planned to resolve the Security Incident or Material Security Incident; and</li> <li>l) a signature block for all parties.</li> </ul>	
<b>Post Incident Review Reports</b>	<p>The Post Incident Review Report must contain the following details:</p> <ul style="list-style-type: none"> <li>a) what led to the incident;</li> <li>b) what the Contractor did to rectify the incident;</li> <li>c) what can be learned from the incident;</li> <li>d) what can be done to avoid a repetition of the incident;</li> <li>e) was there a failure of a procedure which led to the incident; and</li> <li>f) what changes need to be made to ensure that the incident does not reoccur.</li> </ul>	Within five Business Days of incident being first reported
<b>Preventative Maintenance Completion Report</b>	<p>The PM Completion Report must contain the following:</p> <ul style="list-style-type: none"> <li>a) The parts of the TMRN inspected at a Site and an indication as to which tests, inspections or other actions were undertaken and the outcome of those tests or inspections;</li> <li>b) whether adjustment or realignment was required to be undertaken on Equipment being tested or inspected; and</li> <li>c) confirm that all issues with the Site or the TMRN that have been identified as part of the PM have been reported to the Crown.</li> </ul>	Within 10 Business Days of the completion of the Preventative Maintenance
<b>Insurance Report</b>	If the Contractor becomes aware of an issue or matter that may be the subject of an insurance claim when conducting Preventative Maintenance, the Contractor must provide the details and photographs required in order to complete the required insurance claim report.	Whenever it is requested by the Crown
<b>Test Equipment Calibration List</b>	<p>The Contractor must provide annually:</p> <ul style="list-style-type: none"> <li>a) a list of all test equipment to be utilised for the maintenance of the TMRN,</li> <li>b) the schedule showing the calibration or recertification dates for each item;</li> <li>c) the date on which certification or calibration was</li> </ul>	Within three months of the Service Commencement Date and annually on anniversary



	<p>last undertaken;</p> <p>d) the period of certification or calibration; and</p> <p>e) the organisation conducting the certification or calibration and its accreditation.</p>	date of first list thereafter
<b>Equipment and Software Lifecycle Management</b>	The Contractor must maintain a register of the TMRN lifecycle status and provide a copy to the Crown on a quarterly basis.	Quarterly
<b>Preventative Maintenance plan</b>	The Contractor must issue to the Crown a schedule identifying when Preventative Maintenance (Preventative Maintenance Plan) will be undertaken at each Site.	Semi annually by 1 January and 1 July of each year
<b>Register</b>	<p>The Contractor must keep a register of all [REDACTED]s including details of whether the [REDACTED]s were installed or not installed into the TRMN, the dates of installation and the dates of consultation with the Crown as required under clause 7.</p> <p>The Contractor must ensure that the register of all [REDACTED]s is in a form that can be accessed and edited by the Crown (if required).</p>	Whenever it is requested by the Crown
<b>List of Contractor Personnel, Subcontractors and Third Party Providers</b>	The Contractor must keep a register of all of its employees, officers, agents and consultants, Subcontractors and Third Party Providers that provide the Services including details of all qualifications for those employees, officers, agents and consultants, Subcontractors and Third Party Providers.	Whenever it is requested by the Crown
<b>Planned Outage Plan</b>	The Contractor must provide a monthly Planned Outages plan, giving details of the works involved, dates, times, period and coverage of all Planned Outages and impacts to the TMRN resulting from those Planned Outages.	10 Business Days before the end of each month
<b>Scheduled Works Plan</b>	The Contractor must provide a monthly Scheduled Works plan, giving details of the works involved, dates, times, period and impacts to the TMRN resulting from those Scheduled Works.	10 Business Days before the end of each month









Schedule 20 TMRN Projects



## Schedule 20(a) - TMRN Projects (VSAP)

## **1. ENGAGEMENT**

### **1.1 Offer and acceptance**

- (a) The Contractor has offered, and the Crown has accepted, the Contractor's Proposal for the supply and completion of the VSAP.
- (b) If there is any inconsistency or conflict between the terms of this Schedule and the Annexures to this Schedule (including the Contractor's Proposal), the terms of this Schedule prevail to the extent of the inconsistency or conflict.

### **1.2 Requirements**

The Contractor:

- (a) commits to provide the VSAP in accordance with the terms of this Schedule, the Agreement, the Applicable Requirements and the reasonable directions of the Crown from time to time (except that, where such directions are not connected with the Contractor's obligations and/or the Crown's rights under this Schedule and/or the Agreement, and result in any additional cost being incurred by the Contractor, such directions from the Crown and any additional costs must be first agreed by the parties in writing);
- (b) acknowledges and will satisfy the objectives specified in section 2 of the Contractor's Proposal in completing the VSAP;
- (c) acknowledges that the Crown is relying upon the advice, expertise, skill and judgment of the Contractor in the:
  - (i) design of the VSAP;
  - (ii) performance of the Project Activities;
  - (iii) delivery of the Deliverables; and
  - (iv) completion of the VSAP; and
- (d) must, in accordance with this Schedule, procure, supply and/or install (as the case may be) all Deliverables required to:
  - (i) complete the VSAP; and
  - (ii) meet the Key Milestones and Required Completion Date,set out in the VSAP Implementation Plan and in accordance with the Plan.

### **1.3 Responsibility**

- (a) The Contractor at all times has sole responsibility for the design and completion of the VSAP and the Deliverables in accordance with this Schedule.
- (b) Subject to clause 1.3(a) of this Schedule, the parties accept the responsibilities as apportioned under the VSAP Responsibility Allocation Matrix except as otherwise expressly provided in this Schedule.

## **2. SCOPE OF WORKS**

### **2.1 VSAP Equipment**

- (a) The Contractor shall procure, supply and install the VSAP Equipment in accordance with the VSAP Implementation Plan and the VSAP Responsibility Allocation Matrix.
- (b) Ownership and property in each item, unit or module of the VSAP Equipment, free of all Encumbrances, passes to the Crown upon payment of the Price in full in accordance with clause 11 of this Schedule.

### **2.2 Delivery**

The Contractor must ensure, in accordance with clause 5 of this Schedule, that Acceptance of each element of the VSAP for which Acceptance is required under the Plan occurs by the applicable Key Milestone.

### **2.3 Administration of the VSAP**

- (a) The Contractor must:
  - (i) ensure timely progress and completion of the VSAP in accordance with the Plan;
  - (ii) act reasonably and in good faith with respect to all matters set out in this Schedule;
  - (iii) unless agreed otherwise by the Crown, hold monthly progress meetings with the Crown;
  - (iv) issue a monthly status report for the VSAP, including a forward schedule of planned works for the following month, to the Crown at least two Business Days prior to the monthly progress meeting required under clause 2.3(a)(iii); and
  - (v) hold any other meetings (including meetings relating to planning, review and issue resolution) as necessary or as required by the Plan.
- (b) The Crown must:
  - (i) reasonably cooperate with the Contractor to ensure timely progress and completion of the VSAP in accordance with the Plan; and
  - (ii) act reasonably and in good faith with respect to all matters set out in this Schedule.
- (c) All meetings required under this Schedule must be [REDACTED] (and may be attended by the relevant attendees in person or remotely) at the offices of the Crown's Representative or at such other location agreed by the Crown's Representative.
- (d) All travel costs incurred by the Contractor in attending meetings required under this Schedule are the responsibility of the Contractor.

## 2.4 Contractor's Representative

Subject to compliance with clause 15 of the Agreement, the parties agree that for the purposes of this Schedule and the delivery of the VSAP, the Contractor's Representatives will be Alan Koong (who holds the position of "Managed Services Chief Operating Officer") and Janet Crosbee (who holds the position of "Engineering Manager") and they are responsible for the delivery and management of the VSAP in accordance with this Schedule, and:

- (a) the Contractor must ensure that each of the Contractor's Representatives appointed under this clause 2.4:
  - (i) comply with clause 36 of the Agreement;
  - (ii) are fully acquainted with all the requirements of this Schedule;
  - (iii) are (either alone or jointly, at the Contractor's sole discretion) in attendance at the Contractor's [REDACTED] or remotely, to personally oversee the VSAP until completion of the VSAP as would be expected by the Crown;
  - (iv) upon request by the Crown, prepare any written document required under this Schedule;
  - (v) accept principal responsibility for preparing all necessary reports, plans and other documentation pursuant to this Schedule;
  - (vi) attend (either alone or jointly, at the Contractor's sole discretion) all meetings (either in person or remotely) required under this Schedule, and internal Crown steering committee meetings as required under this Schedule or agreed by the parties upon request by the Crown; and
  - (vii) notify the Crown if it becomes reasonably apparent to the Contractor at any stage during the implementation of the VSAP, that the VSAP or any component of the VSAP, when complete:
    - (A) may breach the Intellectual Property of a Third Party; or
    - (B) may be inappropriate for operation in conjunction with the TMRN.

## 2.5 Crown's Representative

- (a) The Crown's obligations under this Schedule will be managed by the Crown's Representative. The Crown's obligations include the obligation to use reasonable endeavours to clear the impediments to delivery set out in section 8.4 and section 8.5 of the Contractor's Proposal except that the Contractor agrees that, despite anything to the contrary in the Agreement, the Crown shall not under any circumstances be liable to the Contractor for any loss, cost, damage, expense, claim, demand, liability or amount howsoever arising, whether direct, indirect, consequential or otherwise, in connection with a failure to clear such impediments to delivery or any part thereof.
- (b) If the Crown does not clear the impediments referred to in clause 2.5(a) of this Schedule by the required date as specified in the Plan, the parties agree that, subject to the requirements of clause 4.4 of this Schedule, the Contractor may exercise rights pursuant to clause 4.4(b) of this Schedule.

- (c) For the VSAP, the Crown's Representative is Emsada Babic.
- (d) The Crown has also appointed Peter Roberts as its technical manager for the VSAP.
- (e) The Contractor must send all communications regarding the VSAP, including:
  - (i) scope;
  - (ii) timelines;
  - (iii) the Plan;
  - (iv) Key Milestones; and
  - (v) obligations,
 directly to the Crown's Representative.
- (f) Only decisions or approvals made or authorised by the Crown's Representative in writing for the VSAP shall be binding on the Crown.
- (g) The Contractor must comply with all reasonable directions, instructions and other notices given under this Schedule by the Crown's Representative to the extent that they are directly related to or connected with the Contractor's obligations under this Schedule.
- (h) Unless expressly provided otherwise in this Schedule or otherwise agreed in writing between the parties, the Crown's Representative is not obliged to review, or comment upon, any VSAP Documentation or information which the Contractor gives to the Crown in respect of the VSAP.

## **2.6 Notification of timing**

The Contractor must inform the Crown in writing as soon as reasonably practicable if and after, it becomes reasonably apparent to the Contractor at any stage during the performance of its obligations under this Schedule, that completion of the VSAP may not be achievable by the Required Completion Date or may not be completed in a manner consistent with the Functional Requirements or any other requirements set out in this Schedule.

## **2.7 Contractor personnel general obligations**

The Contractor must ensure that it:

- (a) without limiting clauses 1.2(a) and 2.7(c) of this Schedule, complies with clause 15 of the Agreement at all times whilst undertaking the VSAP;
- (b) exercises a high degree of professional expertise; and
- (c) meets the requirements of this Schedule and the Agreement.

## **2.8 Acceptance Plan**

- (a) Subject to 2.8(b) of this Schedule, the Contractor must develop, in consultation with the Crown, and provide to the Crown in writing:

- (i) the proposed Acceptance Plan for each Key Milestone within 20 Business Days of the Commencement Date; and
- (ii) the final Acceptance Plan by 8 April 2019.

- (b) The final Acceptance Plan is subject to the Crown's written acceptance which it may withhold in its absolute discretion.

## **2.9 Design**

- (a) Subject to clause 2.9(b) of this Schedule, the Contractor must develop, in consultation with the Crown, and provide to the Crown in writing the final Design by 11 March 2019.
- (b) The final Design is subject to the Crown's written acceptance which it may withhold in its absolute discretion.

## **2.10 Provision of information about Deliverables**

If requested, the Contractor must provide to the Crown any additional relevant information connected with the Contractor's Deliverables under this Schedule and any other information regarding the VSAP reasonably required by the Crown from time to time except to the extent that the Contractor is restricted from doing so due to existing commercial or confidentiality agreements.

## **3. PROJECT ACTIVITIES**

### **3.1 Progressive removal of materials and make good**

The Contractor must, as soon as reasonably practicable after completion of any part of the VSAP at a Site or other location, remove all rubbish brought to or generated by the Contractor during the completion of the VSAP and make good all physical property damage directly caused by the Contractor's use and occupation of the Site or other location.

### **3.2 Outages**

- (a) The Contractor must complete the VSAP without causing any unplanned interruption to the TMRN.
- (b) In order to create any outage or downtime in the TMRN, the Contractor must comply at all times with clause 5 of the Agreement.

## **4. COMPLETION AND TIME**

### **4.1 Completion**

Subject to any agreed extension to the Required Completion Date in accordance with this Schedule, the Contractor must achieve completion and receive Acceptance of the relevant Deliverables for each Key Milestone within the timing specified in the Plan and must complete the VSAP in accordance with this Schedule by the Required Completion Date.

### **4.2 Avoiding Delays**

The Contractor must:

- (a) use its reasonable endeavours to anticipate any potential Delays in the supply of the Deliverables; and
- (b) take any and all reasonable steps to avoid Delays.

#### **4.3 Notification and mitigation**

If the Contractor becomes aware of a potential or actual Delay, the Contractor must:

- (a) as soon as reasonably practicable, notify the Crown in writing of that potential or actual Delay and advise the Crown of the impact of the Delay as identified by the Contractor on all remaining Due Dates and Key Milestones;
- (b) take, and ensure that any applicable Representative takes, all reasonable steps to comply with the applicable Due Date;
- (c) if an actual Delay, prepare and submit to the Crown a Project Change Request, including an action plan detailing the steps that are being, or will be, taken to overcome or mitigate the impacts of that Delay, and the Contractor must ensure that it complies with any action plan approved in writing by the Crown if the Project Change Request is approved;
- (d) comply with the provisions of clause 6 of this Schedule with regard to the Project Change Request for the Delay; and
- (e) ensure that any steps taken under clause 4.3(b) of this Schedule or under an action plan under clause 4.3(c) of this Schedule do not adversely impact the quality of the Deliverables.

#### **4.4 Extensions of time**

- (a) If the Crown or any Representative of the Crown:
  - (i) fails to perform an obligation under this Schedule by the date specified in the Plan; and
  - (ii) that failure may cause a Delay,

the Contractor must, as soon as possible, notify the Crown in writing specifying the failure, the potential Delay and the date that the failure must be rectified to avoid that Delay.
- (b) If there is a Delay by the Contractor and that Delay is solely and directly caused by:
  - (i) the Crown failing to perform an obligation under this Schedule by the date specified in the Plan other than an obligation to respond to a Project Change Request, to review VSAP Documentation or to Accept or reject Deliverables within a particular timeframe where the Crown has, acting reasonably, notified the Contractor that it requires further time and/or information in connection with such Project Change Request, VSAP Documentation or Deliverables; or



- (ii) a Force Majeure Event,

(each an **Extension Event**), then, provided that the Contractor has complied with its obligations under clauses 4.2, 4.3 and 4.4(a) of this Schedule and clause 26 of the Agreement (as applicable), the Contractor may give the Crown a written notice:

- (iii) identifying the failure; and

- (iv) attaching a Project Change Request specifying:

- (A) a reasonable extension to the affected Due Date and the Due Dates for any dependent obligations; and

- (B) except in the case of a Delay caused by a Force Majeure Event, any proposed reasonable change to the Price.

- (c) Each party must negotiate in good faith to agree any Project Change Request that the Contractor gives to the Crown under clause 4.4(b) of this Schedule.

- (d) No extension of a Due Date to address a Delay caused by an Extension Event will be effective unless the parties agree the Project Change Request relating to that extension in accordance with clause 6 of this Schedule.

- (e) If the Contractor is granted an extension under clause 4.4 of this Schedule, the extension:

- (i) does not affect any other Due Dates unless otherwise agreed in writing between the parties; and

- (ii) is the Contractor's sole and exclusive remedy relating to that Delay and any Extension Event.

- (f) The grounds specified in clause 4.4 of this Schedule are the sole grounds on which the Contractor may be granted an extension of time or seek a recovery of any amounts relating to a Delay caused by the Crown or any of its Representatives.

#### **4.5 Transition to Agreement**

Upon the date that the Crown Accepts all of the Deliverables for each Key Milestone, the VSAP will form part of the TMRN and the Services shall apply to the VSAP (as forming part of the TMRN), including the Contractor's Fault rectification, measurement and abatement obligations as contained in the Agreement.

### **5. ACCEPTANCE**

#### **5.1 Acceptance**

The Deliverables required for each Key Milestone must be Accepted by the Crown in accordance with this clause 5 of this Schedule.

## 5.2 Acceptance Activities

- (a) Subject to clause 5.3 of this Schedule, the Contractor must:
  - (i) notify the Crown in writing as soon as reasonably practicable after it has formed the view that the Deliverables for the applicable Key Milestone have met the requirements of this Schedule; and
  - (ii) at the Crown's prior written request following the Contractor's written notification under clause 5.2(a)(i) of this Schedule, allow the Crown and/or any Representative of the Crown to witness the Acceptance Activities to be performed by the Contractor with respect to those Deliverables, including any Acceptance Activities required under clause 5.6.
- (b) The Contractor must perform the Acceptance Activities at the times specified in the Acceptance Plan and/or by the relevant Due Date.
- (c) Subject to clause 5.3 of this Schedule, within ten Business Days (or such other period as agreed by the parties in writing) after the Contractor completes the Acceptance Activities that it is obliged to complete in connection with a Key Milestone and provided that the completion of those Acceptance Activities has demonstrated to the reasonable satisfaction of the Contractor that the relevant Deliverables for the relevant Key Milestone meet the relevant Acceptance Criteria, the Contractor must give the Crown an Acceptance Certificate and all relevant Acceptance Documentation.
- (d) The Contractor agrees that, despite any other provision in this Schedule, the Deliverables installed at each Target Site must be fully operational in the TMRN for 48 continuous hours after installation at the relevant Target Site, without any interruption, cessation or fault.

## 5.3 Minor Outstanding Works

- (a) Subject to clause 5.3(b) of this Schedule, the parties agree that the Crown may Accept the Deliverables for a Key Milestone despite there being Minor Outstanding Works with respect to such Deliverables.
- (b) Subject to clause 5.3(c) of this Schedule, if the Contractor reasonably believes that there are minor works outstanding with respect to the Deliverables for a Key Milestone that would otherwise prevent the Deliverables from being Accepted and that such work constitutes Minor Outstanding Works, the Contractor must set out in detail in the relevant Acceptance Certificate to the reasonable satisfaction of the Crown:
  - (i) the relevant outstanding work;
  - (ii) the Contractor's reasons for proposing that the outstanding work constitutes Minor Outstanding Works, including by addressing each of the criteria set out in item (a) of the definition of Minor Outstanding Works in this Schedule;
  - (iii) if the Contractor proposes to employ a workaround:

- (A) the nature of the workaround; and
- (B) the impact of the workaround on the Crown and the TMRN including any and all operational expenses;
- (iv) with respect to any VSAP Software, the relevant vendor's assessment of any issues with or defects in the VSAP Software and whether the vendor classifies such issues or defects as new, known or unknown and whether the vendor accepts that there is an issue or defect with the relevant VSAP Software;
- (v) the proposed period of time within which the Contractor will complete the Minor Outstanding Works so that the relevant Deliverables comply with this Schedule; and
- (vi) any other information reasonably requested by the Crown.
- (c) The Contractor acknowledges and agrees that:
  - (i) minor outstanding works proposed by the Contractor under clause 5.3(b) of this Schedule will not constitute Minor Outstanding Works unless and until the Crown has approved the relevant Acceptance Certificate; and
  - (ii) the Contractor must complete, at its sole cost and expense, all Minor Outstanding Works within the timeframes set out in the relevant approved Acceptance Certificate so that Deliverables comply with this Schedule.
- (d) Unless otherwise agreed by the parties in writing, if a Minor Outstanding Work is not completed within the time period which the Contractor must complete the Minor Outstanding Work as approved by the Crown under the relevant Acceptance Certificate, the parties agree that the relevant Minor Outstanding Work will become a Defect and be deemed to have been notified to the Contractor within the term of the VSAP or the Defect Liability Period.

#### **5.4 Cooperation**

Each party must co-operate with the other, and provide all assistance reasonably requested by the other, in connection with the Acceptance Activities.

#### **5.5 Acceptance or rejection**

- (a) The Crown must, within three Business Days (or such other period as agreed by the parties in writing) after the Contractor gives the Crown an Acceptance Certificate and all Acceptance Documentation as required under clause 5.2(c) of this Schedule relating to a Key Milestone, notify the Contractor in writing that:
  - (i) if all of the Deliverables the subject of those Acceptance Activities meet the Acceptance Criteria and the Crown approves Minor Outstanding Works (if any), the Crown accepts those Deliverables and the relevant Key Milestone; or
  - (ii) if one or more of the Deliverables the subject of those Acceptance Activities do not meet the Acceptance Criteria or the Crown does not

approve Minor Outstanding Works (if any), the Crown rejects those Deliverables and the relevant Key Milestone.

- (b) The Crown's acceptance of any Deliverables and the relevant Key Milestone under clause 5.5(a)(i) of this Schedule will not prejudice any rights, remedies or powers of the Crown, whether under this Schedule or otherwise, including any rights which the Crown may have in connection with Defects.

## 5.6 Actions following rejection

- (a) If the Crown rejects a Deliverable (**Rejected Item**) in accordance with clauses 5.5(a)(ii) and 5.7 of this Schedule:
  - (i) the Contractor must, within a reasonable time as specified in the notice of rejection, and at no cost to the Crown, replace, repair or modify that Rejected Item so that it complies with the relevant Acceptance Criteria;
  - (ii) the Contractor must repeat the Acceptance Activities for the Rejected Item and, if reasonably required by the Crown, all Deliverables for the relevant Key Milestone at the times agreed by the parties in writing, or if no times have been agreed, as soon as practicable after the Contractor has performed its obligations under clause 5.6(a)(i) of this Schedule; and
  - (iii) the process specified in clauses 5.2(c), 5.3, 5.5 and clause 5.6(a) of this Schedule will apply.

## 5.7 Subsequent rejection of Deliverables

If:

- (a) a Deliverable that forms part of or is supplied in connection with the VSAP has been Accepted by the Crown in accordance with clause 5 of this Schedule (**Previously Accepted Deliverable**);
- (b) the Crown does not Accept all of the Deliverables for Key Milestone 5; and
- (c) the Crown reasonably believes that the Previously Accepted Deliverable no longer satisfies the requirements of this Schedule,

the Crown may, despite the previous Acceptance of the Previously Accepted Deliverable, reject the relevant Deliverable and clause 5.6 of this Schedule will apply to that Deliverable.

## 5.8 No deemed Acceptance

The Crown will not be deemed to have Accepted any Deliverables in any circumstances.

## **6. PROJECT CHANGE REQUESTS**

### **6.1 Project Change Requests**

The Contractor may request a change to this Schedule and/or any Deliverable by giving the Crown a document in the form, and including the details, set out in Annexure D (**Project Change Request**).

### **6.2 Response to Project Change Request**

Within ten Business Days after the Crown receives a Project Change Request from the Contractor, the Crown must advise the Contractor that it:

- (a) accepts the Project Change Request, in which case the Contractor and the Crown must both execute the Project Change Request;
- (b) rejects the Project Change Request;
- (c) requires more time to consider and/or further information from the Contractor with respect to the Project Change Request in which case the Contractor must allow the Crown an additional reasonable period of time to consider the Project Change Request and/or provide such further information requested by the Crown (as the case may be); or
- (d) wishes to negotiate the Project Change Request, in which case:
  - (i) the Contractor and the Crown must negotiate in good faith to agree the Project Change Request;
  - (ii) the Contractor must promptly, and in any event within five Business Days after completing negotiations, prepare a revised version of the Project Change Request reflecting the agreed outcomes; and
  - (iii) the process in this clause 6.2 of this Schedule will apply until the Project Change Request is accepted or rejected in accordance with this clause 6.2 of this Schedule.

### **6.3 No effect unless executed by both parties**

A Project Change Request will not vary or form part of this Schedule unless and until it is executed by the Crown and the Contractor.

## **7. WARRANTIES**

### **7.1 Contractor warranties – General**

The Contractor represents and warrants that:

- (a) the VSAP will, on Acceptance of the Deliverables for the final Key Milestone, meet the requirements set out in this Schedule including the Functional Requirements;
- (b) subject to clause 3.2 of this Schedule, the VSAP will not , interfere with, threaten the performance of or cause any disruption to, the operation of the TMRN;

- (c) as at the Commencement Date, it has advised the Crown in writing of all potential impacts and potential risks known to the Contractor, or ought reasonably to have been known by the Contractor, of the VSAP on the TMRN;
- (d) it has made full and adequate allowance in the Price for the costs of:
  - (i) all matters and things necessary for its performance and completion of the Project Activities and supply of the Deliverables in accordance with this Schedule; and
  - (ii) complying with all of the Contractor's obligations under this Schedule; and
- (e) the supply of the VSAP, Deliverables and any other item, material or thing by or on behalf of the Contractor under or in connection with this Schedule and the use and enjoyment of the VSAP, Deliverables and such other items, materials and things in accordance with, or as contemplated by, this Schedule:
  - (i) subject to clause 7.1(e)(ii) of this Schedule, does not infringe the rights of any person including the Intellectual Property or Moral Rights of any person;
  - (ii) for VSAP Software and equipment manufactured by Third Parties, does not to the reasonable knowledge of the Contractor infringe the rights of any person including the Intellectual Property or Moral Rights of any person.

## 7.2 Contractor warranties

- (a) The Contractor represents and warrants that the Deliverables:
  - (i) to the extent that the Deliverables constitute services provided by the Contractor, are free from any defect in solution design, workmanship and installation;
  - (ii) are new and of good and acceptable quality;
  - (iii) are free from any Encumbrances;
  - (iv) are safe and fit for the purpose of the VSAP as specified in the Functional Requirements;
  - (v) will fulfil the Functional Requirements required to be met by the Contractor under this Schedule;
  - (vi) are provided with due skill, care and diligence using only appropriately qualified, authorised, licensed, trained and experienced personnel;
  - (vii) except to the extent that it is inconsistent with the Plan, comply with mandatory Australian industry standards, best practice and guidelines, or where none apply, relevant international industry standards, best practice and guidelines;
  - (viii) comply with all applicable Laws and any specific requirements set out in the Plan;

- (ix) are provided so as to meet all Key Milestones and the Required Completion Date; and
- (x) are in accordance with the provisions of this Schedule and the Agreement.

### **7.3 Contractor warranties – Design**

The Contractor represents and warrants that the Design is proper, adequate and fit for the intended purposes specified in the Functional Requirements.

### **7.4 Third Party warranties**

- (a) Where the Project Activities or other Deliverables include equipment or software supplied by a Third Party, the Contractor assigns to the Crown (to the extent permitted by Law) the benefit of all warranties given by the Third Party (**Third Party Warranties**). This assignment does not in any way relieve the Contractor from the warranties provided by the Contractor under this Schedule or from any other obligations of the Contractor under this Schedule.
- (b) A list of all Third Party Warranties is provided in Annexure B.

### **7.5 Reliance on Contractor's warranties**

The Contractor acknowledges and agrees that the Crown, in engaging the Contractor under this Schedule, is relying on the warranties in this Schedule and the Agreement and information and representations provided by the Contractor in this Schedule and the Agreement.

## **8. VSAP SOFTWARE**

### **8.1 VSAP Software Installation**

- (a) The Contractor shall in accordance with this Schedule and the Agreement:
  - (i) procure, supply and install all VSAP Software in accordance with the Design and the Functional Requirements; and
  - (ii) select and install the VSAP Software in accordance with the Design.
- (b) The Contractor will procure the VSAP Software so that it is licensed directly by the Crown from a Third Party.
- (c) The Contractor must provide the Crown with all VSAP Documentation in relation to the VSAP Software.

### **8.2 VSAP Software**

- (a) Any VSAP Software licences to be procured by the Contractor in accordance with clause 8.1(b) of this Schedule must be procured prior to completion of the VSAP.
- (b) Except for the VSAP Software, the Contractor warrants that no other Third Party software or materials are required to be licensed directly by the Crown in order to receive and have the full benefit of the Deliverables and the VSAP.

- (c) Notwithstanding that the Crown will have a direct contractual relationship with the licensor(s) of the VSAP Software (as procured under clause 8.1(b) of this Schedule), the Crown authorises the Contractor and the Contractor agrees, as part of its obligations under this Schedule, to manage all VSAP Software on behalf of the Crown, including selection and installation of the VSAP Software, and management of defects and any issues with the VSAP Software under the applicable contract.
- (d) The Crown undertakes to direct and notify the relevant licensors under the VSAP Software contracts, to deal directly with the Contractor for the purposes of clause 8.2(c) of this Schedule.
- (e) As a part of its management obligations in relation to the VSAP Software under clause 8.2(c) of this Schedule, the Contractor shall notify the Crown as soon as reasonably practicable after it becomes aware of any fault in, defect or issue with the VSAP Software, and keep the Crown fully informed and up to date of the progress of all such matters during the delivery of the VSAP under this Schedule.

### **8.3 Development of procedures**

As a part of the VSAP, the Contractor shall establish procedures:

- (a) to identify and control the installation of the VSAP Software in order to maintain the integrity and traceability of the VSAP Software and any issues caused by the VSAP Software or the Contractor's installation of the VSAP Software in the TMRN at all stages of the VSAP; and
- (b) to control the content of the VSAP Documentation relating to the VSAP Software that is to be delivered to the Crown under the VSAP.

## **9. DEFECTS**

- (a) Without limiting any other rights or remedies of the Crown (whether under this Schedule or otherwise):
  - (i) if at any time during the completion of the VSAP, the Contractor becomes aware of any Defect or the Crown notifies the Contractor of any Defect, the Contractor must, at its sole cost and expense, correct the Defect by repairing, replacing or redelivering the relevant Deliverable or Deliverables as soon as reasonably possible or as otherwise reasonably agreed by the parties in writing from time to time; and
  - (ii) if at any time during the Defect Liability Period, the Contractor becomes aware of any Defect or the Crown notifies the Contractor of any Defect, the Contractor must, at its sole cost and expense, correct the Defect by repairing, replacing or redelivering the relevant Deliverable or Deliverables:
    - (A) if the Defect is classified as a Fault, within the relevant timeframe specified in Schedule 14 of the Agreement; or
    - (B) if the Defect is not classified as a Fault, within a reasonable period of time as reasonably agreed by the parties in writing from time to time.



- (b) Any repaired, replaced or redelivered Deliverable under clause 9(a) of this Schedule must comply with the requirements of this Schedule.

## **10. VSAP DOCUMENTATION**

### **10.1 General**

- (a) All VSAP Documentation provided by the Contractor must:
  - (i) be in English;
  - (ii) accord with any format requirements specified by the Crown and agreed by the parties acting reasonably;
  - (iii) define all capitalised terms, acronyms and symbols;
  - (iv) contain no inconsistency, conflict, ambiguity or discrepancy;
  - (v) be consistent with the requirements of this Schedule and the Agreement;
  - (vi) be adequate for the purposes of the Contractor performing its obligations under this Schedule and the Agreement;
  - (vii) be available at all reasonable times for reference by the Crown;
  - (viii) be up to date at all times and reflect the current configuration of the TMRN;
  - (ix) be reasonably acceptable to the Crown in terms of presentation and scope;
  - (x) comply with applicable Laws;
  - (xi) be current and up-to-date in relation to any VSAP Equipment or Project Activities incorporated in the VSAP;
  - (xii) be clear, correct, complete, up-to-date and well structured; and
  - (xiii) otherwise be provided in the Contractor's standard format.
- (b) Upon Acceptance of all relevant Deliverables for all Key Milestones, the VSAP Documentation will be deemed to be Documents in accordance with the Agreement.

### **10.2 Contractor's obligations**

- (a) The Contractor must develop and supply the VSAP Documentation.
- (b) The VSAP Documentation is to be based on existing documentation already provided by the Contractor to the Crown.
- (c) Where the form of any VSAP Documentation is not yet determined, the Crown and the Contractor shall agree to the form of the VSAP Documentation.
- (d) The Contractor must update the Alarms Database, with any amendments to the structure of the Alarms Database to be agreed between the parties.

- (e) The parties must agree on the format of the reports to be supplied by the Contractor to the Crown showing the performance of the VSAP.

### **10.3 Changes to VSAP Documentation**

- (a) The Contractor must keep the Crown fully informed of any proposed changes to the VSAP Documentation. The Contractor must, from time to time and in any event as soon as practicable, provide the Crown, free of charge, with a copy of any amended, revised or supplementary documentation or information as is distributed free of charge by the Contractor to its customers generally, in relation to any component of the VSAP.
- (b) If the Contractor rectifies a Defect in the VSAP or otherwise or substitutes or modifies a component of the VSAP in accordance with this Schedule, it must within 14 Business Days of such correction, substitution or modification ensure that any consequential amendments to the VSAP Documentation are implemented and supplied to the Crown.

## **11. PAYMENT**

### **11.1 Crown payment obligations**

- (a) The Contractor shall be paid the Price for the performance of the VSAP and supply of the VSAP in accordance with this Schedule.
- (b) The Contractor shall be paid in accordance with the Payment Plan, and the Crown shall not be required to make any payment to the Contractor under the Payment Plan unless and until all of the Deliverables associated with the relevant Key Milestone have been Accepted by the Crown in accordance with clause 5 of this Schedule.
- (c) The Crown shall not make any payments to the Contractor for any items scheduled to be completed after payment milestone three in the Payment Plan until that and all prior items in the Payment Plan have been Accepted.

### **11.2 Total Price**

- (a) The Price represents the total cost to the Crown excluding GST for the supply of the VSAP in accordance with the scope defined in this Schedule and includes all government levies or taxes including customs duties and sales tax and all costs in connection with services, freight handling and clearing costs and export licences. Any change in the scope of this Schedule and/or any changes in government levies or taxes may require a variation to the Price but any such variation must first be discussed and agreed in writing between the parties.
- (b) The Contractor confirms that there will be no change to the Monthly Fee under the Agreement due to the VSAP under this Schedule.

### **11.3 Crown's right to defer or withhold payment**

When a Crown's payment obligation arises in accordance with the Payment Plan, the Crown is, notwithstanding that payment obligation, entitled (in addition and without prejudice to any other rights it may have) to:

- (a) withhold payment in respect of that payment obligation only (and no others that may arise under this Schedule) in its entirety, if and for so long as:

- (i) the Contractor has not completed, in accordance with the requirements of this Schedule, to the reasonable satisfaction of the Crown, that part of its obligations under this Schedule to which the payment relates by the date for the relevant Key Milestone;
- (ii) it considers that there is an error in the invoice that relates to the payment obligation from the Contractor and that error is not corrected to the reasonable satisfaction of the Crown; or
- (iii) the Crown identifies and notifies the Contractor of a Defect, (other than Minor Outstanding Works), in the Deliverables to which that payment relates and the Contractor has not rectified that Defect in accordance with its obligations under this Schedule.

#### 11.4 Contractor to continue to perform

If the Crown exercises any of its rights under clause 11.3 of this Schedule, the Contractor and the Crown, other than the Crown's obligation to make payments to the Contractor, must continue to perform their respective obligations under this Schedule and the Agreement unless the parties agree otherwise in writing.

#### 11.5 Liquidated Damages

- (a) The Crown shall have the right to claim Liquidated Damages from the Contractor if Acceptance of all Key Milestones in accordance with clause 5 of this Schedule is not achieved by the Required Completion Date.
- (b) The parties acknowledge that the Liquidated Damages represent a genuine pre-estimate of costs, damages and losses (including financing costs) likely to be suffered by the Crown if the VSAP is not delivered by the Required Completion Date, and it is agreed any such Liquidated Damages do not constitute a penalty.
- (c) Payment of Liquidated Damages by the Contractor under this clause will be the sole financial remedy available to the Crown for the failure by the Contractor to meet the Required Completion Date.

### 12. LIABILITY

- (a) Subject to clause 12(b) of this Schedule, each party's total liability (including in respect of the Contractor, any amount of Liquidated Damages paid pursuant to clause 11.5 of this Schedule) to the other party that may arise out of or in connection with this Schedule from the Commencement Date up until the date that the Crown Accepts all of the Deliverables for all of the Key Milestones (**Liability Cap End Date**), whether by way of indemnity, statute, under the Law of contract, in tort or any other basis in Law or in equity, shall be limited to 100% of the Price (whether or not paid by the Crown) under this Schedule (**VSAP Liability Cap**).
- (b) The VSAP Liability Cap in clause 12(a) of this Schedule does not apply to:
  - (i) claims arising under clause 35 (Confidentiality) of the Agreement;
  - (ii) the Crown's obligations to make payment of the Price under this Schedule;
  - (iii) any damages or Loss for injury, sickness or death;

- (iv) unlawful or fraudulent acts or omissions;
  - (v) an act or omission of the Contractor done or omitted to be done with reckless disregard, whether consciously or not, for the consequences of the act or omission;
  - (vi) material breaches of security under clause 36 of the Agreement; and
  - (vii) Loss of, or damage to, property of a Third Party.
- (c) The parties acknowledge and agree that on and from the Liability Cap End Date:
- (i) the VSAP Liability Cap no longer applies;
  - (ii) the VSAP will form part of the TMRN and the Services will apply to the VSAP as a part of the TMRN; and
  - (iii) the total amount of the liability limit contained in clause 31.3(a) of the Agreement shall apply to this Schedule and be increased by an amount equivalent to the Price (whether or not paid by the Crown) under this Schedule.

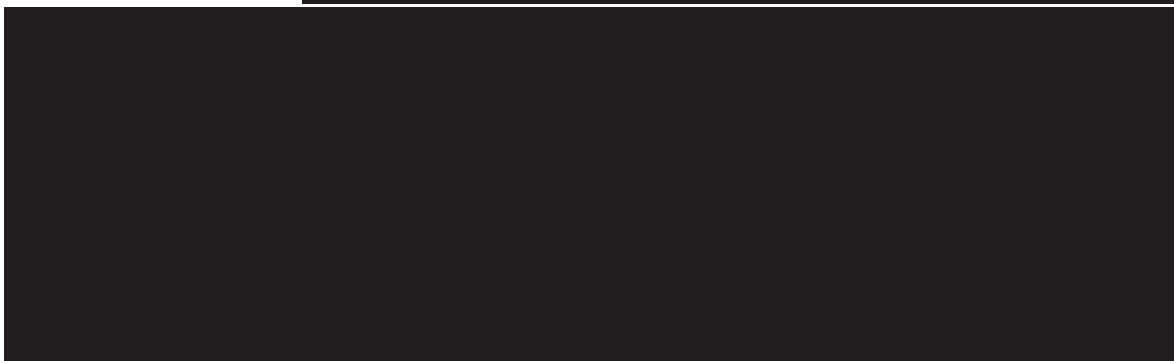
### 13. VARIATION

For the avoidance of doubt, this Schedule cannot be amended unless any such amendment is in writing and signed by both parties.

### 14. INTERPRETATION PROVISIONS

- 14.1 In this Schedule, unless otherwise defined in the Agreement, capitalised terms have the meaning set out below:

<b>Accept, Accepted and Acceptance</b>	for a Deliverable, means to accept that Deliverable in accordance with clause 5.
<b>Acceptance Activity</b>	means each activity, task or function (including a test) specified in the Acceptance Plan that applies to the relevant Deliverable to determine whether that Deliverable satisfies the Acceptance Criteria.
<b>Acceptance Certificate</b>	means a certificate in the form set out in Annexure C.
<b>Acceptance Criteria</b>	means the acceptance criteria set out in any Acceptance Plan that applies to the relevant Deliverable and any other requirements relating to that Deliverable that are specified in this Schedule.
<b>Acceptance Documentation</b>	means any and all Documents and material required by the Crown from time to time to be provided to the Crown with the relevant Acceptance Certificate including:



**Applicable Requirements**

means:

- (a) the [REDACTED] as amended or replaced from time to time; and
- (b) such other reasonable policies of the Tasmanian Government that are notified by the Crown to the Contractor from time to time.

**Commencement Date**

means 18 December 2018 or such other date as agreed in writing by the Crown and the Contractor.

**Contractor's Proposal**

means the Contractor's proposal to the Crown titled "[REDACTED]"

**Defect**

means:

- (a) any fault, failure, degradation, deficiency, error or non-conformance of a Deliverable with the Functional Requirements;
- (b) any functionality or performance of a Deliverable not in accordance with the Functional Requirements;
- (c) any partial performance or non-performance of a Deliverable; or
- (d) subject to clause 5.3(d) of this Schedule, any such other thing that is not a Minor Outstanding Work.

**Defect Liability Period**

means 12 months from the date of Acceptance of all Deliverables for the Key Milestones.

**Delay**

means a failure of the Contractor to perform an obligation under this Schedule by the applicable Due Date.

<b>Deliverables</b>	means the Project Activities, VSAP Equipment, VSAP Software and any other deliverables to be provided by the Contractor for the completion of the VSAP as set out in the Contractor's Proposal.
<b>Design</b>	means the design of the VSAP, including all network architecture and Deliverables selection and configurations as specified in section 3 of the Contractor's Proposal and network and physical diagrams.
<b>Due Date</b>	means the date on or by which an obligation must be performed in accordance as set out in the Plan, this Schedule, or as agreed in writing between the parties from time to time and as may be varied by agreement in writing between the parties from time to time.
<b>Encumbrance</b>	<p>means any:</p> <ul style="list-style-type: none"> <li>(a) Security Interest;</li> <li>(b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off;</li> <li>(c) right that a person (other than the owner) has to remove something from land (known as a profit à prendre), easement, public right of way, restrictive or positive covenant, lease or licence to use or occupy; or</li> <li>(d) Third Party right or interest or any right arising as a consequence of the enforcement of a judgment,</li> </ul> <p>or any agreement to create any of them or allow them to exist.</p>
<b>Extension Event</b>	has the meaning given in clause 4.4(b) of this Schedule.
<b>Functional Requirements</b>	means the requirements set out in sections 2 and 3 of the Contractor's Proposal.
<b>Key Milestone</b>	means any fixed date, requirement or event to be met or achieved by the Contractor in performing any of its obligations under this Schedule, as specified in section 8.2.1 of the Contractor's Proposal.
<b>Law</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) legislation, ordinances, regulations, by-laws, orders, awards, proclamations, directions and practice notes (but excluding Applicable Requirements) of the Commonwealth, a State or Territory or any Government Agency;</li> </ul>

- (b) certificates, licences, consents, permits, approvals, qualifications, registrations, standards or requirements of organisations having jurisdiction in connection with the supply of the Deliverables; and
- (c) all other laws from which legal rights and obligations may arise including the common law and equity.

**Liability Cap End Date**

has the meaning given in clause 12(a) of this Schedule.



**Minor Outstanding Works**

means minor and residual work to be completed by the Contractor associated with the Deliverables for a particular Key Milestone provided that:

- (a) such activities:
  - (i) are to be rectified within 20 Business Days of the date for completion of the relevant Key Milestone or such other date as agreed by the parties; and
  - (ii) have no impact on the performance of the VSAP, TMRN, Deliverables or the Functional Requirements; and
  - (iii) do not affect the hardware redundancy of the Deliverables; and
  - (iv) do not prevent the collection of alarms at the virtual site (as referred to in the Contractor's Proposal); and
  - (v) do not affect the propagation of virtual site alarms to the Nagios SNMP server and northbound towards OneFM (as referred to in the Contractor's Proposal); and
  - (vi) do not increase the Price or the Crown's direct or indirect operational or financing costs; and
  - (vii) do not increase the Crown's obligations under this Schedule or the Agreement or cause the Crown to utilise or engage any resources beyond its resourcing levels at the Commencement Date; and
  - (viii) do not contravene any of the Crown's Site occupation arrangements or requirements; and



(ix) do not contravene any Laws, in particular workplace health and safety Laws, or could cause a Site to be considered unsafe or unhealthy, and

(b) the Crown has approved the minor and residual work under clause 5.3(c)(i) of this Schedule.

**Payment Plan** means the payment plan for the VSAP as detailed in section 9 of the Contractor's Proposal.

**Plan** means the project plan for the VSAP as set out in section 8.2 of the Contractor's Proposal and includes any Project Change Request to the project plan under clause 6 of this Schedule.

**PPSA** means the *Personal Properties Securities Act 2009* (Cth).

**Price** means the total price payable to the Contractor under this Schedule for the VSAP as specified in section 9 of the Contractor's Proposal.

**Project Activities** means all things the Contractor is required to carry out or do under the VSAP Implementation Plan:

- (a) in connection with the Design, supply, integration, installation and performance of the Deliverables for the VSAP;
- (b) in accordance with the Plan; and
- (c) otherwise to comply with its obligations under this Schedule with respect to the VSAP.

**Project Change Request** has the meaning given in clause 6.1 of this Schedule.

**Rectification Completion Notification** means a written notice (in a form reasonably specified by the Crown) issued by the Contractor by email to the Crown to confirm that all rectification work has been completed in respect of the relevant matter.

**Representatives** of the:

- (a) Contractor, means the Contractor's employees, officers, Affiliates, agents, contractors and consultants and its Subcontractors and its Third Party Providers and the employees, officers, agents, contractors, subcontractors and consultants of the Subcontractors, its Third Party Providers and its Affiliates; and
- (b) Crown, means the Department and the Crown's employees, contractors, subcontractors and agents but does not include the Contractor or any of the persons

described in paragraph (a) of this definition.

<b>Required Completion Date</b>	means 18 December 2019, or such other date agreed by the parties in writing .
<b>Security Interest</b>	<p>means a security interest in any property arising under:</p> <p>(a) a mortgage, charge, lien or pledge; or</p> <p>(b) a bill of sale or other security agreement,</p> <p>provided as security for the payment of money or the performance of any other obligation and includes an agreement to grant or create any of them and any notice or arrangement (including retention of title) having a similar effect. For the avoidance of doubt, it includes a security interest within the meaning of section 12(1) of the PPSA and section 12(3) of the PPSA.</p>
<b>Site</b>	means any location where assets or infrastructure comprising the TMRN are located and includes any Target Site.
<b>Target Site</b>	means any site set out in section 2.2 of the Contractor's Proposal and any other site agreed in writing between the parties from time to time.
<b>Third Party Warranties</b>	has the meaning given in clause 7.4(a) of this Schedule.
<b>VSAP</b>	means the Contractor's virtual site alarming <span style="background-color: black; color: black;">[REDACTED]</span> solution as set out in the Contractor's Proposal.
<b>VSAP Documentation</b>	means all documentation (including all documentation relating to the Design, reports, durability reports, drawings, Functional Requirements, manuals, models, samples, operating manuals, maintenance manuals, user guides, training materials, site maps, site plans and associated documentation) for the planning, Design, development, supply, installation, integration, testing and commissioning of the VSAP, made available in computer readable and written forms, or by any other means as set out in section 6 of the Contractor's Proposal.
<b>VSAP Equipment</b>	means the equipment required for the VSAP, including the equipment specified in section 5 of the Contractor's Proposal, to be procured and supplied by the Contractor.
<b>VSAP Implementation Plan</b>	means the detailed plan for the supply of the VSAP by the Contractor as set out in section 8.3 of the Contractor's Proposal.
<b>VSAP Liability Cap</b>	has the meaning given in clause 12(a) of this Schedule.
<b>VSAP</b>	means the responsibilities allocated between the parties as

**Responsibility Allocation Matrix** specified in section 8.4 of the Contractor's Proposal.

**VSAP Software** means Third Party software to be licensed to the Crown directly by the Third Party, as specified in section 3.8.3 of the Contractor's Proposal.

14.2 A reference to this Schedule includes all annexures to it.

## Annexure A Contractor's Proposal



[REDACTED]

[REDACTED]







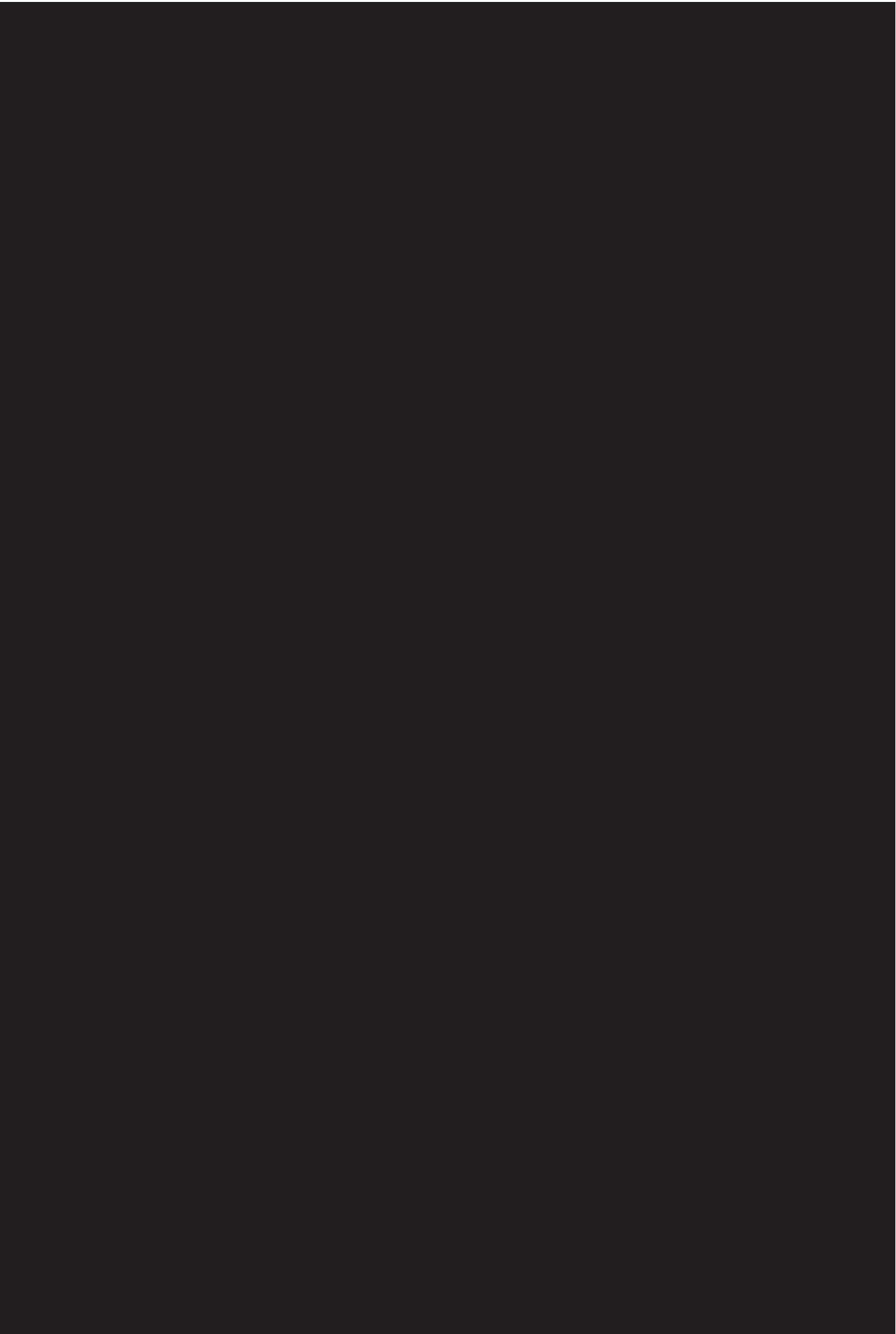


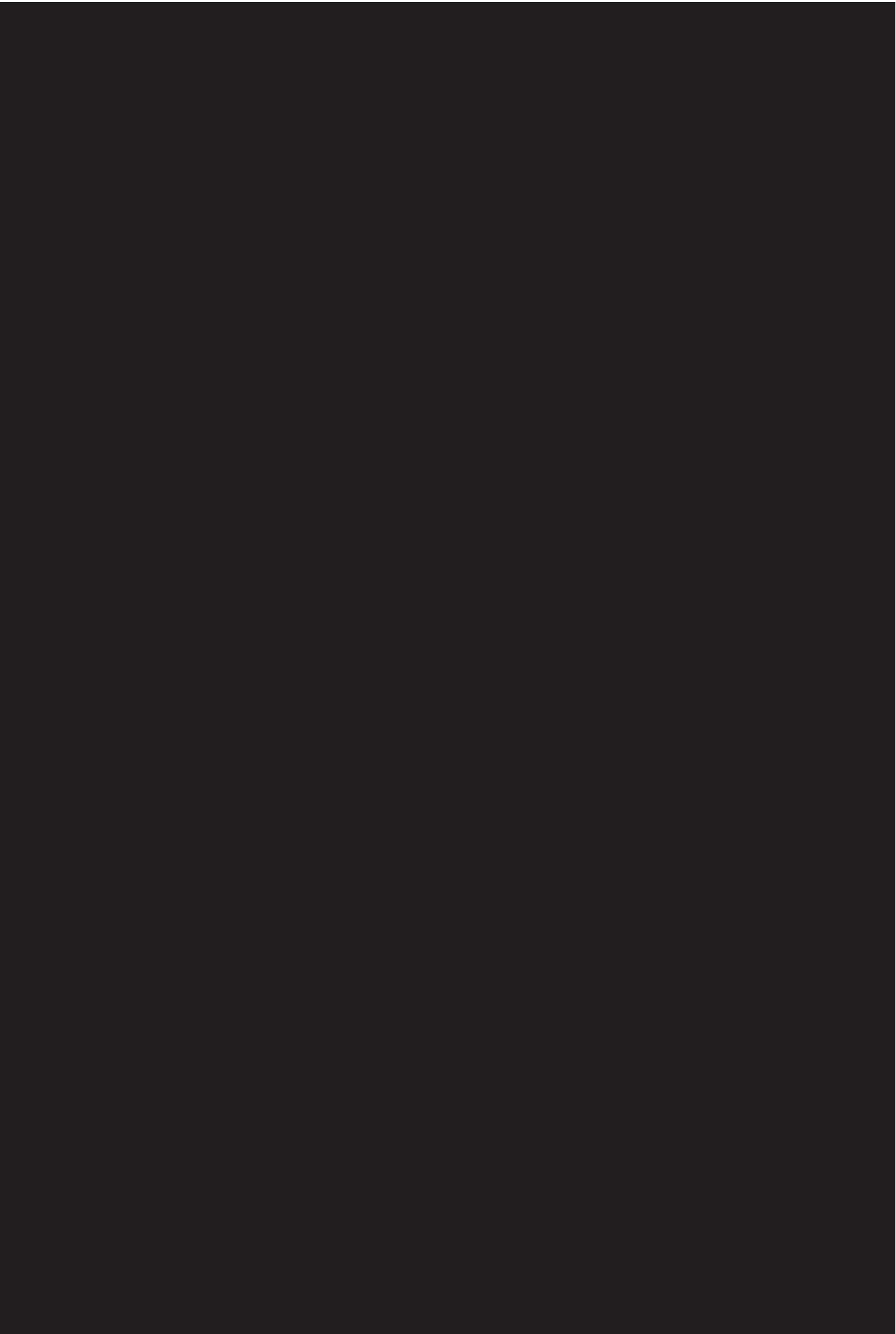












the 1990s, the number of people in the UK who are aged 65 and over has increased by 1.5 million, and the number of people aged 75 and over has increased by 1.2 million (Office of National Statistics 2000). The number of people aged 65 and over is projected to increase to 6.5 million by 2020, and the number of people aged 75 and over to 4.5 million (Office of National Statistics 2000).

There is a growing awareness of the need to address the health and social care needs of older people. The Department of Health (2000) has published a strategy for older people, which sets out the government's commitment to improve the health and social care of older people. The strategy is based on three main principles: (1) to improve the health and social care of older people; (2) to ensure that older people are able to live independently; and (3) to ensure that older people are able to participate in society.

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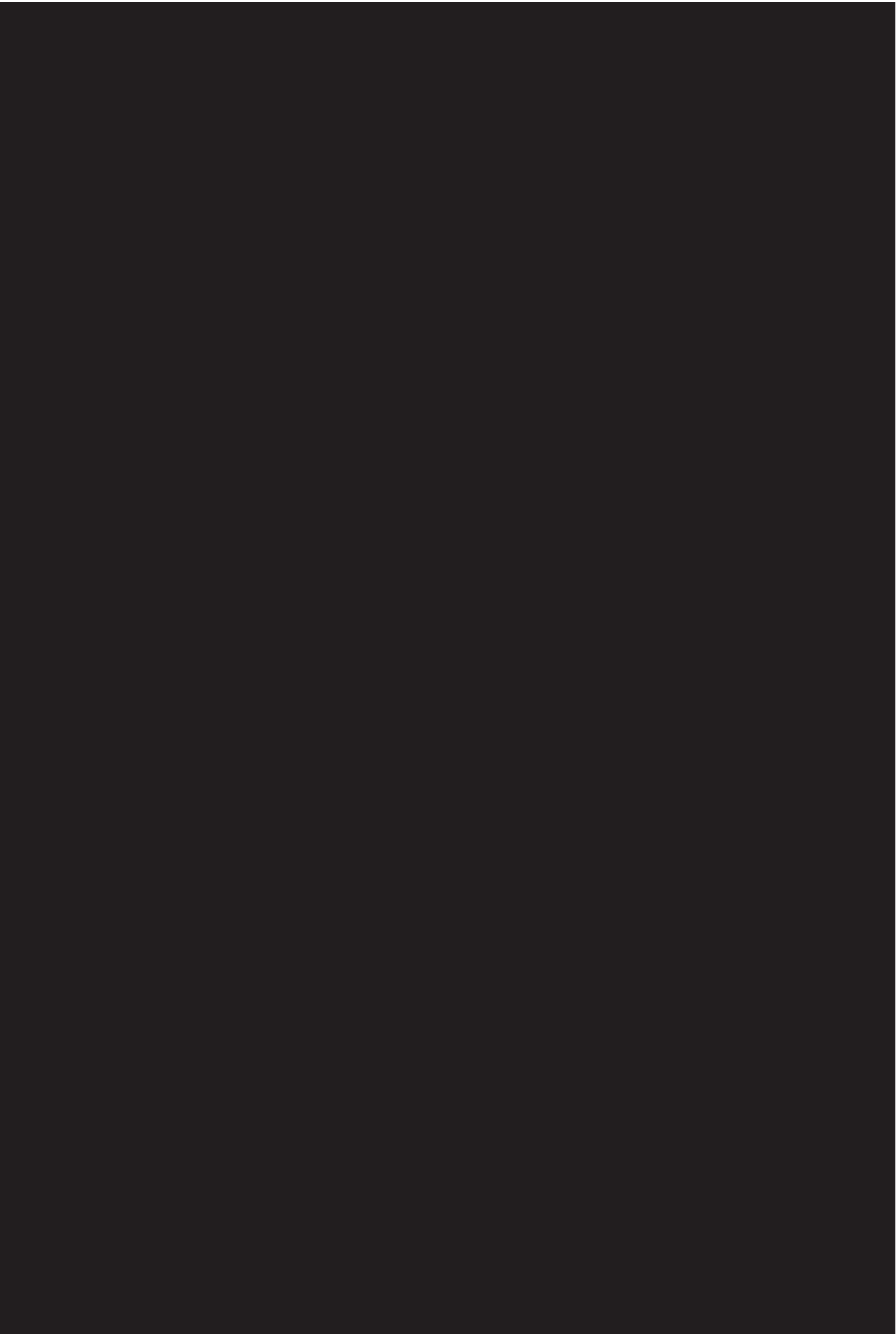
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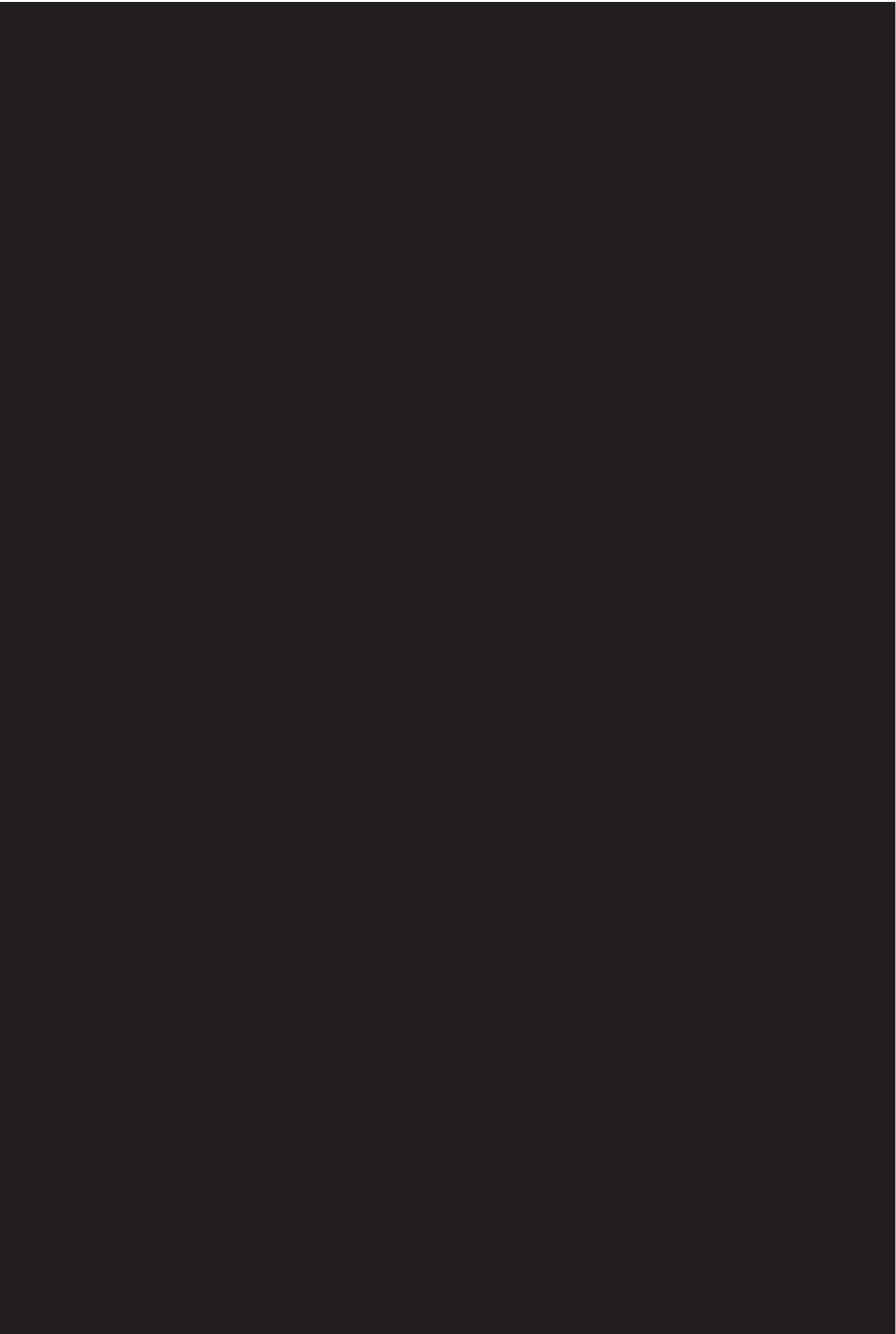
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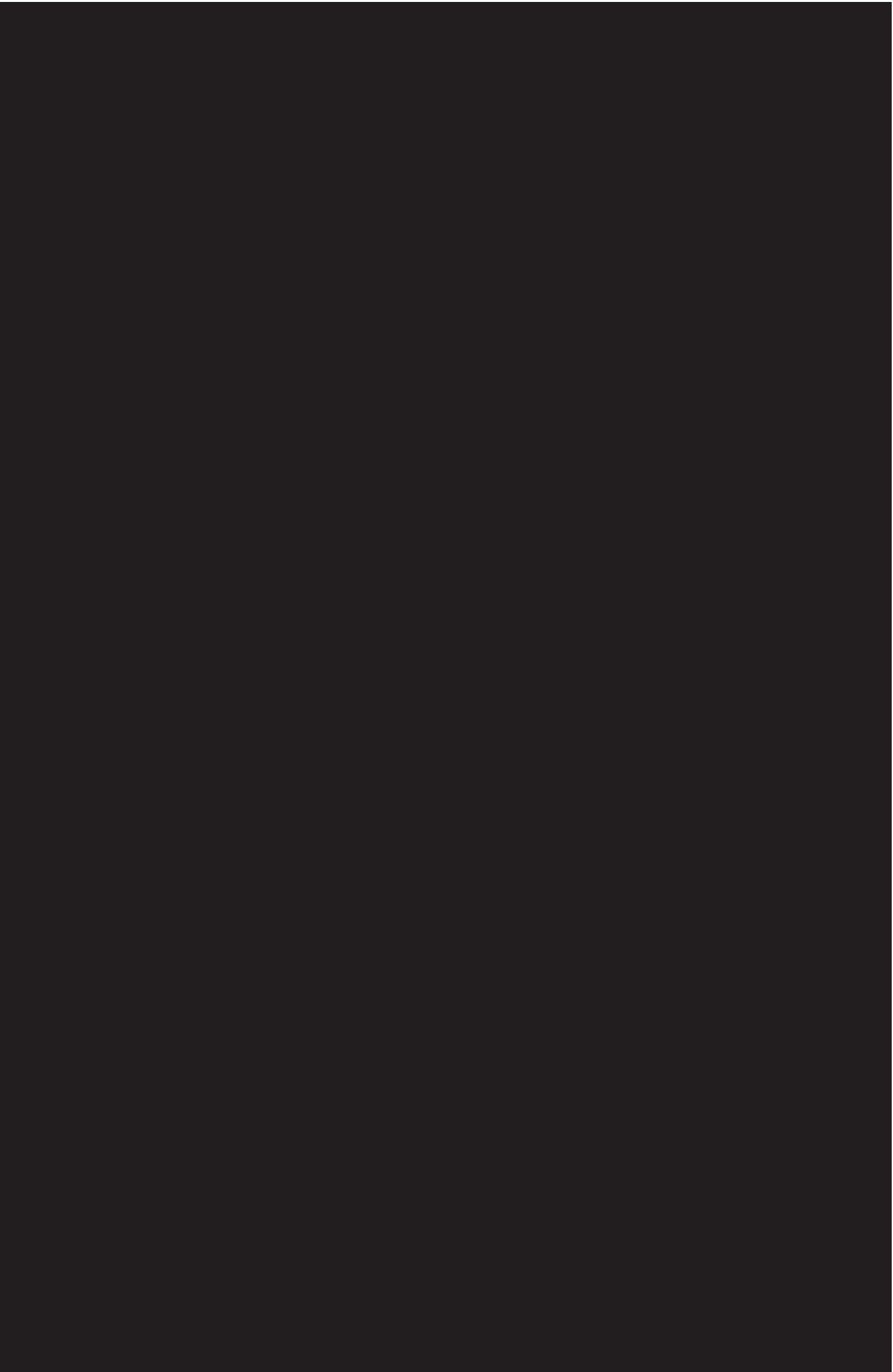
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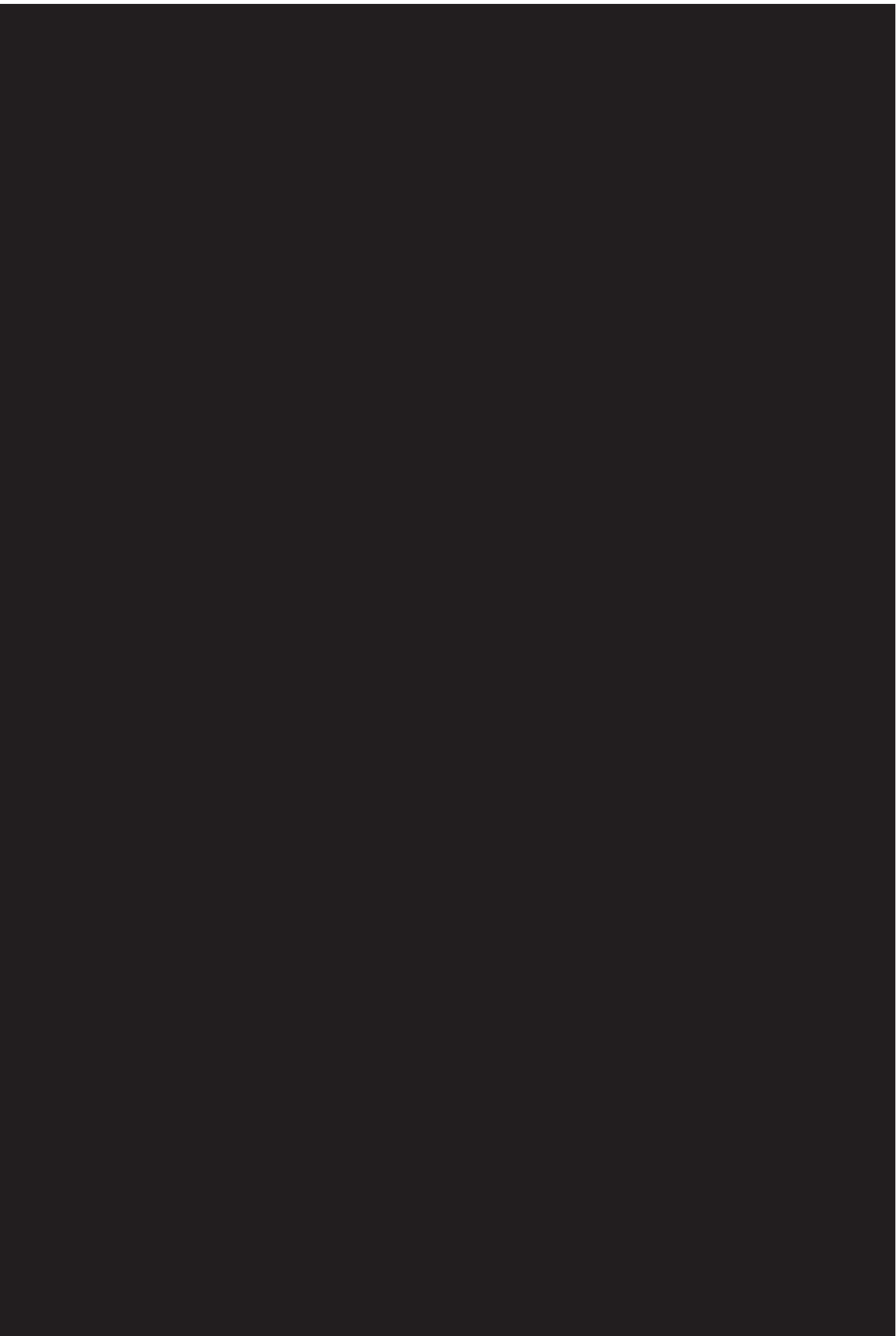












The first part of the paper discusses the importance of the research and the objectives of the study. It then presents a literature review of the existing research on the topic. The second part of the paper describes the methodology used in the study, including the data collection and analysis techniques. The third part of the paper presents the results of the study, and the fourth part discusses the conclusions and implications of the findings.

The study was conducted using a quantitative research design. Data was collected from a sample of 100 participants using a survey questionnaire. The data was then analyzed using statistical software to identify patterns and trends. The results of the study show that there is a significant relationship between the variables being studied.

The findings of the study have several implications for practice and policy. First, the results suggest that there is a need for further research in this area. Second, the findings indicate that certain interventions may be effective in addressing the issues identified in the study. Finally, the results provide valuable information for policymakers and practitioners working in the field.

In conclusion, the study has provided valuable insights into the research topic. The findings suggest that there is a need for further research and that certain interventions may be effective. The results also provide valuable information for policymakers and practitioners.











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The study was conducted using a quantitative research design. Data was collected from a sample of 100 participants using a survey questionnaire. The data was then analyzed using statistical software to identify patterns and trends.

The results of the study show that there is a significant positive correlation between the variables studied. This finding is consistent with previous research in the field.

The implications of the findings suggest that the research has practical applications in the field. Further research is needed to explore the relationship between the variables in more detail.



## Annexure C      Acceptance Certificate



Ericsson Confidential

ACCEPTANCE CERTIFICATE - TMRN

1 (3)

Prepared (also subject responsible if other) XXXX		No. XXXXX		
Approved XXXX	Checked	Date 2018-08-20	Rev A	Reference

### Acceptance Certificate

#### TMRN Virtual Site Alarming Project

This is to certify that Ericsson has completed the works for <insert> in accordance with Milestone <insert> of the Plan. The works were completed on <insert>

Pursuant to the Acceptance Criteria in the Acceptance Plan, this Acceptance Certificate includes the following Acceptance Documentation as attached:

- <insert>

This Acceptance Certificate is subject to acceptance by the Crown as per the terms and conditions specified in the TMRN agreement.

#### Appendices:

<insert>

#### Attachments:

<insert>

**Acceptance Certificate Date:** <insert>

TMRN Project Manager  
Ericsson

<Insert Name>

#### Customer Acceptance:

Crown Representative Name:	
Crown Representative Signature:	
Date Accepted:	

**Note:** Acceptance includes acknowledgment for invoicing for this project as per associated purchase order.



Ericsson Confidential

ACCEPTANCE CERTIFICATE - TMRN

2 (3)

Prepared (also subject responsible if other) XXXX		No. XXXXX		
Approved XXXX	Checked	Date 2018-08-20	Rev A	Reference

**Appendix A – <insert>**

Specify any Minor Outstanding Works to be completed:

<b>COLUMN A:</b> Description of Minor Outstanding Works (if applicable)	<b>COLUMN B:</b> Describe why these activities are Minor Outstanding Works (Note: describe the impact of the works on each of the subpoints listed in Section 1)	<b>COLUMN C:</b> Completion Date for each Minor Outstanding Works Item





## Annexure D      Project Change Request



### Project Change Request

PCR #

Virtual Site Alarming Project

---

PCR Name

Date of issue (this version)	
Original date of issue	
Issued by (company & name)	
Crown contact:	
Ericsson contact :	
Priority (High, Medium, Low)	

We refer to the Service Agreement (the Agreement) between The Crown in Right of Tasmania and Ericsson Australia Pty Ltd (the Contractor) dated 21/12/2015.

Unless indicated otherwise, capitalised terms used in this Project Change Request (PCR) have the meaning set out in the Agreement.



- 1 **Short Description of the Project Change Request:**  
*(Short title. If the Change Request involves a VSAP Software upgrade or update, please detail current, recommended and latest versions)*
  
- 2 **Detailed description of the proposed Project Change Request:**  
*(include enough information to get a clear understanding of the Change Request and why its needed)*
  
- 3 **Impact of this Project Change Request:**  
*(on the TMRN, VSAP and/or Core Upgrade Project in relation to the Design/Equipment/VSAP Software):*
  
- 4 **Activities associated with this Project Change Request:**  
*(what are the Project Activities and timelines associated with this Change Request?)*
  
- 5 **Impact of the change on the VSAP scope, Deliverables, Key Milestone or Responsibility Allocation Matrix:**  
*(Will it affect the scope, Deliverables, Key Milestone or Milestones or Responsibility Allocation Matrix? If so, how?)*



- 6 **Dependencies for this Project Change Request:**  
*(what are the dependencies with this request? e.g. resources/VSAP Software/Equipment/Services/Design/integration issues)*
  
- 7 **Risks or Issues associated with this Project Change Request:**  
*(list all known and reasonably foreseen risks and issues)*
  
- 8 **Resources to be provided by Contractor and by the Crown to implement the Project Change Request:**  
*(what resources are needed and when, include dates and duration)*
  
- 9 **Impact of the proposed change on other Projects or Services:**  
*(detail any impacts on other Project Activities or the Services)*
  
- 10 **Timeline for the commencement and implementation of the Project Change Request:**  
*(include a VSAP Implementation Plan showing the timelines for each of the Project Activities associated with this Change Request)*
  
- 11 **Impact of the change on the Price or Crown ongoing operational costs:**  
*(detail any Price or ongoing Crown cost impacts associated with the Change Request)*



- 12 Additional information requested (if any):**  
*(are there any other relevant issues that should be considered such as security, impacts on other Third Parties, workarounds recommended, impact on existing Services etc)*

**13 Change Proposal Approval**

Crown Authorized Signatories				
Name	Position	Signature	Date	Approve/Reject
Crown's Representative				

Ericsson Authorized Signatories				
Name	Position	Signature	Date	Approve/Reject
MS COO				
Engineering Manager				





[REDACTED]

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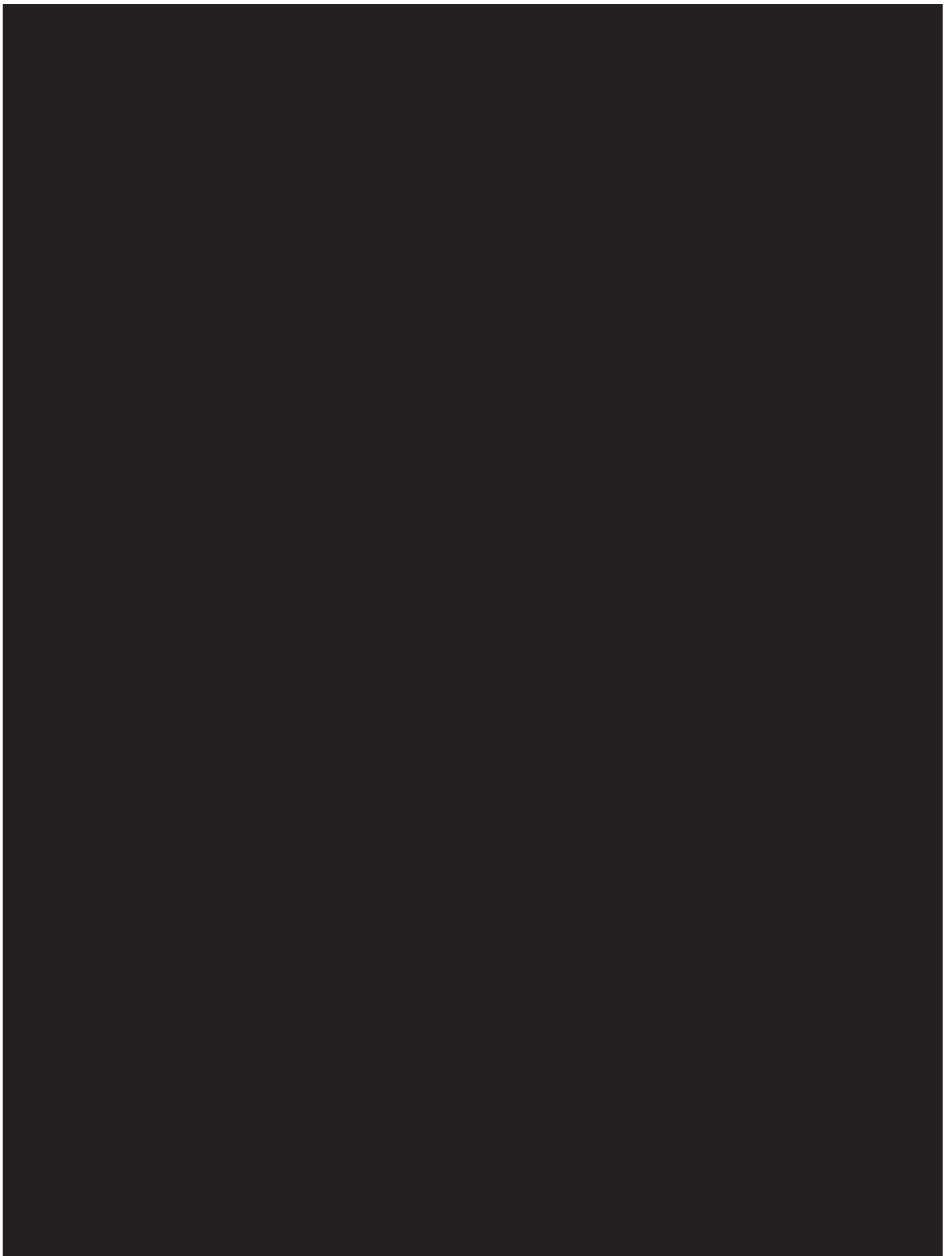






















































the 'information' and 'communication' fields. The 'information' field is defined as:

...the study of the nature, uses and functions of information, and the ways in which it is created, communicated, evaluated and used; and the study of the ways in which information is organised, stored, retrieved and disseminated in the various forms and media, and the ways in which these processes are influenced by social, cultural, economic, legal, political and technological factors. (p. 1)

The 'communication' field is defined as:

...the study of the nature, uses and functions of communication, and the ways in which it is created, communicated, evaluated and used; and the study of the ways in which communication is organised, stored, retrieved and disseminated in the various forms and media, and the ways in which these processes are influenced by social, cultural, economic, legal, political and technological factors. (p. 1)

The 'information science' field is defined as:

...the study of the nature, uses and functions of information science, and the ways in which it is created, communicated, evaluated and used; and the study of the ways in which information science is organised, stored, retrieved and disseminated in the various forms and media, and the ways in which these processes are influenced by social, cultural, economic, legal, political and technological factors. (p. 1)

The 'information studies' field is defined as:

...the study of the nature, uses and functions of information studies, and the ways in which it is created, communicated, evaluated and used; and the study of the ways in which information studies is organised, stored, retrieved and disseminated in the various forms and media, and the ways in which these processes are influenced by social, cultural, economic, legal, political and technological factors. (p. 1)

The 'information technology' field is defined as:

...the study of the nature, uses and functions of information technology, and the ways in which it is created, communicated, evaluated and used; and the study of the ways in which information technology is organised, stored, retrieved and disseminated in the various forms and media, and the ways in which these processes are influenced by social, cultural, economic, legal, political and technological factors. (p. 1)

The 'information systems' field is defined as:

...the study of the nature, uses and functions of information systems, and the ways in which it is created, communicated, evaluated and used; and the study of the ways in which information systems is organised, stored, retrieved and disseminated in the various forms and media, and the ways in which these processes are influenced by social, cultural, economic, legal, political and technological factors. (p. 1)

The 'information management' field is defined as:

...the study of the nature, uses and functions of information management, and the ways in which it is created, communicated, evaluated and used; and the study of the ways in which information management is organised, stored, retrieved and disseminated in the various forms and media, and the ways in which these processes are influenced by social, cultural, economic, legal, political and technological factors. (p. 1)

The 'information policy' field is defined as:

...the study of the nature, uses and functions of information policy, and the ways in which it is created, communicated, evaluated and used; and the study of the ways in which information policy is organised, stored, retrieved and disseminated in the various forms and media, and the ways in which these processes are influenced by social, cultural, economic, legal, political and technological factors. (p. 1)

The 'information law' field is defined as:

...the study of the nature, uses and functions of information law, and the ways in which it is created, communicated, evaluated and used; and the study of the ways in which information law is organised, stored, retrieved and disseminated in the various forms and media, and the ways in which these processes are influenced by social, cultural, economic, legal, political and technological factors. (p. 1)







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## Annexure B      Schedule 20(b)

## Schedule 20(b) - TMRN Project - Core Upgrade

### 1. Agreement

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#### 1.1 Schedule 20(b)

- (a) This Schedule 20(b) (hereinafter referred to as this **Schedule** in this Schedule 20(b)) comprises the following parts:
  - (i) clauses 1 to 22 in this Schedule;
  - (ii) Annexure A to Annexure N in this Schedule; and
  - (iii) any other documents incorporated by reference into the documents specified in clauses 1.1(a)(i) and 1.1(a)(ii) in this Schedule.
- (b) To the extent that there is any inconsistency or conflict between any of the terms in the documents listed in clause 1.1(a) in this Schedule, the documents listed first will govern to the extent necessary to resolve the inconsistency or conflict.
- (c) No confirmation, shipment or delivery docket, invoice or other similar document issued by or on behalf of the Crown or the Contractor, including the terms on any purchase order form, will vary or form part of this Schedule.
- (d) This Schedule and all other relevant provisions of the Agreement state all of the express terms of the agreement between the parties with respect to the Core Upgrade Project and supersede all prior discussions, representations, proposals, offers, negotiations, understandings, documentation and agreements in respect of the Core Upgrade Project.
- (e) Despite the order of precedence set out in the table in clause 52 (Inconsistency) of the Agreement, if there is any inconsistency or conflict between the terms of this Schedule and any other terms of the Agreement, the terms of this Schedule prevail to the extent of the inconsistency or conflict.

#### 1.2 Reliance

The Contractor:

- (a) has represented to the Crown that it has the necessary skill, expertise, qualifications, experience, judgement, Resources and financial capacity to complete the Core Upgrade Project in accordance with this Schedule; and
- (b) acknowledges that the Crown has engaged the Contractor to complete the Core Upgrade Project in reliance on this representation and the warranties given by the Contractor in this Schedule.

### 1.3 **Cost of performing obligations**

Each party must perform its obligations under this Schedule at its own cost unless expressly provided otherwise.

### 1.4 **Survival**

In addition to any term which by its nature is intended to survive termination or expiry of this Schedule, clauses 1, 17, 18, 19, 20, 21 and clause 22 in this Schedule survive termination or expiry.

### 1.5 **Variations**

For the avoidance of doubt, this Schedule cannot be amended unless any such amendment is in writing and signed by both parties.

## 2. **Supply**

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### 2.1 **Core Upgrade Project**

The Contractor must deliver the Core Upgrade Project and all things necessary for the delivery of the Core Upgrade Project, including all Agreement Items, to the Crown in accordance with this Schedule.

### 2.2 **Agreement Items already provided**

Where Agreement Items have been supplied prior to the Commencement Date, the provisions of this Schedule will apply as if those Agreement Items had been supplied on the Commencement Date.

### 2.3 **General obligations and Agreement Items**

- (a) The Contractor must supply the Agreement Items and otherwise perform its obligations under this Schedule:
  - (i) by, on, or otherwise in accordance with, the applicable Due Date;
  - (ii) at, or to, the Sites (as applicable), the [REDACTED] [REDACTED] and such other locations agreed in writing between the parties;
  - (iii) using only suitably competent, qualified, trained, experienced and skilled Representatives who have been granted a TMRN Approval by the Crown in accordance with clause 15 of the Agreement or who have otherwise been approved in writing by the Crown and who are of good reputation and character;

- (iv) in accordance with all applicable Laws, the Policies and any reasonable directions of the Crown from time to time;
  - (v) in a proper, timely and efficient manner using that standard of care, skill, diligence, prudence and foresight that would reasonably be expected of an expert and experienced supplier of services and deliverables that are the same as, or similar to, the Agreement Items; and
  - (vi) otherwise in accordance with the terms of this Schedule and, subject to clause 2.6 in this Schedule, all Core Upgrade Project Documentation.
- (b) The Contractor must ensure that:
  - (i) the Agreement Items, including the Hardware, Project Software and Core Upgrade Solution, comply with the Design and applicable Specifications;
  - (ii) to the extent that clause 10 in this Schedule applies to the Agreement Items, those Agreement Items meet, comply with, and operate in accordance with any applicable Acceptance Criteria; and
  - (iii) the Contractor and its Representatives cooperate with, and provide all reasonable assistance required from time to time by, the Crown, including advice in connection with the operation and use of the Core Upgrade Solution.
- (c) The Contractor must continuously monitor the progress of the Core Upgrade Project, including against the requirements of this Schedule.
- (d) The Contractor must regularly, and at least once each fortnight, inform the Crown in writing of the progress of the Core Upgrade Project and promptly provide the Crown with such information in connection with the Core Upgrade Project as may be reasonably required by the Crown from time to time and in the form of the Status Report Template.
- (e) The Contractor must unless agreed otherwise by the Crown, hold monthly progress meetings with the Crown.
- (f) The Contractor must issue a monthly status report for the Core Upgrade Project, including a forward schedule of planned works for the following month, to the Crown at least two Business Days prior to the monthly progress meeting required under clause 2.3(e) in this Schedule.
- (g) The Contractor must hold any other meetings (including meetings relating to planning, review and issue resolution) as necessary or as required by the Project Plan.
- (h) All meetings required under this Schedule must be held in [REDACTED], [REDACTED] (in person) at the offices of the Crown's Representative or at such other location agreed by the Crown's Representative and the Contractor is required

to be in attendance at those meetings other than as provided under clause 14 of this Schedule.

- (i) All travel costs incurred by the Contractor in attending meetings required under this Schedule are the responsibility of the Contractor.
- (j) The Contractor must inform the Crown in writing as soon as reasonably practicable if and after, it becomes reasonably apparent to the Contractor at any stage during the performance of its obligations under this Schedule, that completion of the Core Upgrade Project may not be achievable by the Core Upgrade Solution Completion Date or may not be completed in a manner consistent with the Design Documentation or any other requirements set out in this Schedule.
- (k) The Contractor must immediately inform the Crown in writing if it becomes reasonably apparent to the Contractor at any stage that the Core Upgrade Solution or any component of the Core Upgrade Solution, when complete, may:
  - (i) infringe the Intellectual Property rights of a Third Party; or
  - (ii) be inappropriate for operation in the TMRN and/or in conjunction with other facilities utilised by the Crown.

## **2.4 Project Services**

Without limiting any other obligation of the Contractor under this Schedule, the Contractor must supply or, with the Crown's prior written consent, procure the supply of, the Project Services to the Crown which include:

- (a) the design, construction, installation, commissioning, testing, implementation and integration of the Core Upgrade Solution; and
- (b) the decommissioning of the existing TMRN cores in the [REDACTED] and the [REDACTED], being those cores in existence as at the Commencement Date,

both in accordance with this Schedule.

## **2.5 Project Software**

The Contractor must:

- (a) manage all Project Software on behalf of the Crown, including selection and installation of the Project Software and management of any defects or other issues with the Project Software, notwithstanding that the Crown has a direct contractual relationship with the relevant Third Party software provider;
- (b) identify and control the installation of the Project Software in order to maintain the integrity and traceability of the Project Software and any issues in the TMRN at all stages of the Core Upgrade Project;

- (c) comply with the terms of all licence agreements held by [REDACTED] for the Core Upgrade Project and not do or fail to do anything which may cause the Crown to breach any such licence agreements; and
- (d) without limiting any other obligation under this Schedule, immediately notify the Crown in writing of any defects or other issues with the Project Software and keep the Crown fully informed and up to date of the progress of all defects and issues.

## 2.6 Project Documentation

### (a) General

The Contractor must develop and supply all Core Upgrade Project Documentation, which must:

- (i) be in English;
- (ii) accord with any format requirements specified by the Crown and agreed by the parties acting reasonably;
- (iii) define all capitalised terms, acronyms and symbols;
- (iv) contain no inconsistency, conflict, ambiguity or discrepancy;
- (v) be consistent with the requirements of this Schedule and the Agreement;
- (vi) be adequate for the purposes of the Contractor performing its obligations under this Schedule and the Agreement;
- (vii) be available at all reasonable times for reference by the Crown;
- (viii) be up to date at all times and reflect the current configuration of the TMRN;
- (ix) be reasonably acceptable to the Crown in terms of presentation and scope;
- (x) comply with applicable Laws;
- (xi) be clear, correct, complete, up-to-date, well structured and not misleading;
- (xii) be in electronic and editable format;
- (xiii) contain sufficient detail and be clearly expressed so that the Crown's Representatives with appropriate skill and training can understand and use the Core Upgrade Project Documentation for its intended purpose;
- (xiv) contain the information, artefacts and other details (if any) set out in Annexure A in this Schedule and such other information, artefacts and



details as may be reasonably required by the Crown from time to time;  
and

(xv) otherwise be provided in the Contractor's standard format.

(b) **Draft and Final Form Deadlines**

The Core Upgrade Project Documentation are final as attached in the Annexures to this Schedule other than the following Core Upgrade Project Documentation which the Contractor must prepare and provide to the Crown (in draft and final form) on or before the dates specified in the below table.



(c) Upon Acceptance of all relevant Agreement Items for all Key Milestones, the Core Upgrade Project Documentation will be deemed to be Documents in accordance with the Agreement.

(d) **Contractor's obligations**

- (i) Where the form of any Core Upgrade Project Documentation is not yet determined, the Crown and the Contractor shall agree to the form and timing of the Core Upgrade Project Documentation.
- (ii) The parties must agree on the format of the reports to be supplied by the Contractor to the Crown showing the performance of the Core Upgrade Project.

(e) **Changes to Core Upgrade Project Documentation**

- (i) The Contractor must keep the Crown fully informed of any proposed changes to the Core Upgrade Project Documentation.
- (ii) The Contractor must, from time to time and in any event as soon as practicable, provide the Crown, free of charge, with a copy of any amended, revised or supplementary documentation or information as is distributed free of charge by the Contractor to its customers generally, in relation to any component of the Core Upgrade Solution.
- (iii) The Contractor must promptly amend or revise the Core Upgrade Project Documentation where necessary (including where the Core Upgrade Solution has been modified in accordance with this Schedule) and promptly provide to the Crown any amended or revised version of

such Core Upgrade Project Documentation and any relevant supplementary documentation or information.

- (iv) If the Contractor rectifies a Defect in the Core Upgrade Solution or otherwise or substitutes or modifies a component of the Core Upgrade Solution in accordance with this Schedule, it must within 14 Business Days of such correction, substitution or modification ensure that any consequential amendments to the Core Upgrade Project Documentation are implemented and supplied to the Crown

(f) **Crown's right to review and reject**

- (i) The Crown may:
  - (A) review any Core Upgrade Project Documentation, including any revised or amended Core Upgrade Project Documentation; and
  - (B) approve the relevant Core Upgrade Project Documentation; or
  - (C) acting reasonably, reject any Core Upgrade Project Documentation, including if any Core Upgrade Project Documentation does not comply with the requirements of this Schedule.
- (ii) If any Core Upgrade Project Documentation is rejected by the Crown, the Contractor must submit a revised version of the relevant Core Upgrade Project Documentation to the Crown.

(g) The Contractor acknowledges and agrees that:

- (i) the Crown does not assume or owe any duty of care to the Contractor to review, or in reviewing, any Core Upgrade Project Documentation for errors, omissions or compliance with this Schedule or the Agreement; and
- (ii) no review of, comments upon, consent to or approval or rejection of, or failure to review, comment upon, consent to, approve or reject any Core Upgrade Project Documentation or any other direction, act or omission of the Crown and/or its Representatives in connection with any Core Upgrade Project Documentation will:
  - (A) relieve the Contractor of, or alter or affect, the Contractor's obligations; or
  - (B) prejudice the Crown's rights against the Contractor,whether under this Schedule or otherwise.

## 2.7 **Resources**

Except as otherwise specified in this Schedule, the Contractor must supply all Resources that it needs to:

- (a) complete the Core Upgrade Project;
- (b) supply the Agreement Items; and
- (c) otherwise fulfil its obligations in accordance with this Schedule.

### 3. Title and risk

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- (a) Title to the Hardware, free of all Security Interests and other encumbrances, liens and charges, passes to the Crown on payment under the Payment Plan in relation to Key Milestone 4.
- (b) Risk in the Agreement Items remains with the Contractor and does not pass to the Crown unless and until all of the relevant Agreement Items for Key Milestone 7, being the final Key Milestone for the Core Upgrade Project, have been Accepted by the Crown in accordance with this Schedule.

### 4. Responsibility Matrix

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The parties accept the responsibilities as apportioned under the Responsibility Matrix except to the extent expressly provided otherwise in this Schedule.

### 5. Time and Delay

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#### 5.1 Completion

Without limiting the Contractor's obligations under clause 2.3(a)(i) in this Schedule, the Contractor must:

- (a) complete and achieve Acceptance of the relevant Agreement Items for each Key Milestone by the relevant Due Date; and
- (b) complete and achieve Acceptance of the Core Upgrade Solution by the Core Upgrade Solution Completion Date.

#### 5.2 Avoiding Delays

The Contractor must:

- (a) use its reasonable endeavours to anticipate any potential Delay in the supply of the Agreement Items; and
- (b) take any and all reasonable steps to avoid Delay.

### 5.3 Notification and mitigation

If the Contractor becomes aware of a potential or actual Delay, the Contractor must:

- (a) as soon as reasonably practicable, notify the Crown in writing of that potential or actual Delay and advise the Crown of the impact of the Delay as identified by the Contractor on all remaining Due Dates and Key Milestones;
- (b) take, and ensure that any applicable Representative takes, all reasonable steps to comply with the applicable Due Date;
- (c) if an actual Delay, prepare and submit to the Crown a Project Change Request, including an action plan detailing the steps that are being, or will be, taken to overcome or mitigate the impacts of that Delay, and the Contractor must ensure that it complies with any action plan approved in writing by the Crown if the Project Change Request is approved;
- (d) comply with the provisions of clause 12 in this Schedule with regard to the Project Change Request for the Delay; and
- (e) ensure that any steps taken under clause 5.3(b) in this Schedule or under an action plan under clause 5.3(c) in this Schedule do not adversely impact the quality of the Agreement Items.

### 5.4 Extensions of time

- (a) If the Crown or any Representative of the Crown:
  - (i) fails to perform an obligation under this Schedule by the date specified in the Project Plan; and
  - (ii) that failure may cause a Delay,the Contractor must, as soon as possible, notify the Crown in writing specifying the failure, the potential Delay and the date that the failure must be rectified to avoid that Delay.
- (b) If there is a Delay by the Contractor and that Delay is solely and directly caused by:
  - (i) the Crown failing to perform an obligation under this Schedule by the date specified in the Project Plan (other than an obligation to respond to a Project Change Request, to review Project Documentation or to Accept or reject Agreement Items) within a particular timeframe where the Crown has, acting reasonably, notified the Contractor that it requires further time and/or information in connection with such Project Change Request, Project Documentation or Agreement Items; or
  - (ii) a Force Majeure Event,(each an **Extension Event**), then, provided that the Contractor has complied with its obligations under clauses 5.2, 5.3 and 5.4(a) in this Schedule and

clause 25 of the Agreement (as applicable), the Contractor may give the Crown a written notice:

- (iii) identifying the failure; and
- (iv) attaching a Project Change Request specifying:
  - (A) a reasonable extension to the affected Due Date and the Due Dates for any dependent obligations; and
  - (B) except in the case of a Delay caused by a Force Majeure Event, any proposed reasonable change to the Project Price.
- (c) Each party must negotiate in good faith to agree any Project Change Request that the Contractor gives to the Crown under clause 5.4(b) in this Schedule.
- (d) No extension of a Due Date to address a Delay caused by an Extension Event will be effective unless the parties agree the Project Change Request relating to that extension in accordance with clause 12 in this Schedule.
- (e) If the Contractor is granted an extension under clause 5.4 in this Schedule, the extension:
  - (i) does not affect any other Due Dates unless otherwise agreed in writing between the parties; and
  - (ii) is the Contractor's sole and exclusive remedy relating to that Delay and any Extension Event.
- (f) The grounds specified in clause 5.4 in this Schedule are the sole grounds on which the Contractor may be granted an extension of time or seek a recovery of any amounts relating to a Delay caused by the Crown or any of its Representatives.

## **5.5 Consequences of Delay**

Subject to clause 5.4 in this Schedule and without limiting any other rights or remedies available to the Crown (whether under this Schedule or otherwise), if there is a Delay solely or substantially attributable to the Contractor and/or any of the Contractor's Representatives or a Force Majeure Event exceeds six months, the Crown may do any one or more of the following:

- (a) with respect to a failure to complete and achieve Acceptance of all Key Milestones in accordance with clause 10 in this Schedule by the Core Upgrade Solution Completion Date, recover any applicable Liquidated Damages under clause 5.6 in this Schedule;
- (b) Step In in accordance with clause 9 in this Schedule; or
- (c) give the Contractor a Project Termination Notice.

## 5.6 Liquidated Damages

- (a) The Crown shall have the right to claim Liquidated Damages from the Contractor if Acceptance of all Key Milestones in accordance with clause 10 in this Schedule is not achieved by the Core Upgrade Solution Completion Date.
- (b) The parties acknowledge that the Liquidated Damages represent a genuine pre-estimate of costs, damages and losses (including financing costs) likely to be suffered by the Crown if the Core Upgrade Solution is not delivered by the Core Upgrade Solution Completion Date, and it is agreed any such Liquidated Damages do not constitute a penalty.
- (c) Payment of Liquidated Damages by the Contractor under this clause will be the sole financial remedy available to the Crown for the failure by the Contractor to meet the Core Upgrade Solution Completion Date.

## 5.7 Transition to Agreement

Upon the date that the Crown Accepts all of the Agreement Items for each Key Milestone, the Core Upgrade Solution will form part of the TMRN and the Services shall apply to the Core Upgrade Solution (as forming part of the TMRN), including the Contractor's Fault rectification, measurement and abatement obligations as contained in the Agreement.

# 6. Outages

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- (a) The Contractor must provide the Agreement Items, complete the Core Upgrade Solution and otherwise perform its obligations under this Schedule without causing any unplanned interruption to the TMRN.
- (b) In order to create any outage or downtime in the TMRN, the Contractor must comply at all times with clause 5 of the Agreement.

# 7. Integration

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## 7.1 Core Upgrade Solution

The Contractor must install all required Hardware and Project Software, and ensure that:

- (a) each piece of Hardware and Project Software that forms part of the Core Upgrade Solution integrates, interfaces and interoperates with all other parts of the Core Upgrade Solution; and
- (b) once all of the Hardware and Project Software that forms part of the Core Upgrade Solution has been integrated and/or interfaced as part of the Core Upgrade Solution, the Core Upgrade Solution meets, complies with, and operates in accordance with, the applicable Specifications.

## 7.2 Installation and integration

The Contractor must ensure that the Core Upgrade Solution successfully integrates, interfaces and interoperates with the TMRN at the Actual Completion Date:

- (a) in accordance with the applicable Specifications; and
- (b) without any negative impact on the functionality or performance of the TMRN, including any unplanned interruption or degradation in functionality or performance.
- (c)

## 8. Sites

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The Contractor must, as soon as reasonably practicable after completion of any part of the Core Upgrade Project at a Site or other location, remove all rubbish brought to or generated at that Site or location by the Contractor and/or its Representatives during the completion of the Core Upgrade Project and make good all physical property damage directly caused by the Contractor's and/or its Representatives' use and occupation of that part of the Site or other location.

## 9. Step In

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### 9.1 Step In rights

If:

- (a) the Contractor suffers an Insolvency Event;
- (b) the Contractor ceases to, or in the Crown's reasonable opinion is going to be unable to, complete the Core Upgrade Solution by the Core Upgrade Solution Completion Date due to reasons solely or substantially attributable to the Contractor and/or its Representatives;
- (c) the Contractor ceases to, or in the Crown's reasonable opinion is going to be unable to, supply any of the Agreement Items under this Schedule due to reasons solely or substantially attributable to the Contractor and/or its Representatives;
- (d) the Contractor or any of its Representatives breaches this Schedule and that breach, in the reasonable opinion of the Crown:
  - (i) impacts the continuity of supply of any of the Agreement Items; or
  - (ii) materially impacts the ability of the Crown to perform any of its activities in connection with the TMRN; or

- (e) any other event or circumstance occurs and this Schedule expressly allows the Crown to step in upon the occurrence of the event or circumstance in accordance with clause 9 in this Schedule,

the Crown may, by giving reasonable notice to the Contractor, step in and supply the Agreement Items affected by the relevant event and any relevant Agreement Items (**Relevant Agreement Items**) itself or procure a Third Party (**Step In Third Party**) to do so (each a **Step In**).

## 9.2 Access and co-operation

- (a) If a Step In occurs, the Contractor must co-operate fully with the Crown and its Representatives and must provide, at no additional charge to the Crown, and subject to clause 9.2(b) of this Schedule below all reasonable assistance as and when required by the Crown, including:
  - (i) providing, access to the Contractor and any of its Representatives and all Resources used by the Contractor and any of its Representatives to supply the Relevant Agreement Items as required by the Crown (or the Step In Third Party at the direction of the Crown); and
  - (ii) upon request by the Crown, providing to the Crown, its Representatives and/or any Step In Third Party any and all Hardware, Project Software, Core Upgrade Project Documentation and Developed Material so that the Crown, its Representatives and/or any Step In Third Party may use and otherwise deal with the Hardware, Project Software, Project Documentation and Developed Material in connection with the Step In.
- (b) The Crown will at the Contractor's request procure that any Step In Third Party, before obtaining access to any premises of the Contractor and any of its Representatives and all Resources used by the Contractor and any of its Representatives to supply the Related Agreement Items, including any Contractor Background Material, enters into an agreement with the Contractor:
  - (i) relating to confidentiality and the licensing of Contractor Background Material provided that such requirements are notified to the Crown and are no more onerous than, and consistent with, the confidentiality and licensing obligations and provisions with which the Crown must comply in relation to such material, under this Schedule and the Agreement; and
  - (ii) under which the Step In Third Party agrees to comply with the Contractor's security and health and safety requirements while on the relevant premises, provided that such requirements are reasonable and notified to the Crown and Step In Third Party in advance.
- (c) Notwithstanding clause 9.2(b), where any Core Upgrade Project Documentation is being provided to a Step In Third Party, then for the period of the Step In only the parties agree that clause 33.5(d) of the Agreement will



not apply to the Core Upgrade Project Documentation, including any Contractor Background Material.

- (d) If the Crown exercises the Step In, the parties shall:
  - (i) to the extent the Step In is exercised by the Crown for the purpose of the Relevant Agreement Items only, continue with their respective obligations under this Schedule and the Agreement; or
  - (ii) to the extent the Step In is exercised by the Crown for all Agreement Items, continue with their respective obligations under this Schedule to the extent that such obligations survive termination of this Schedule.

### 9.3 Duration of Step In

- (a) Subject to clause 9.3(b) in this Schedule, if the Crown has exercised its right to Step In, the Crown may, at any time, by giving reasonable notice to the Contractor, hand back the responsibility for the supply of the Relevant Agreement Items to the Contractor.
- (b) If:
  - (i) the Crown has exercised its right to Step In; and
  - (ii) the Crown has not given the Contractor a Project Termination Notice,the Crown's right to Step In under clause 9 in this Schedule will end, and the Crown must hand back the responsibility for the supply of the Relevant Agreement Items, when the Contractor is able to demonstrate to the reasonable satisfaction of the Crown that:
  - (iii) the Contractor is capable of resuming the supply of the Relevant Agreement Items in accordance with the requirements of this Schedule; and
  - (iv) the circumstances giving rise to the right of Step In will not recur.
- (c) If:
  - (i) the Crown exercises its right to Step In; and
  - (ii) the Contractor has not demonstrated its capability in accordance with clause 9.3(b) in this Schedule within 30 days after that Step In occurred,the Crown may, without limiting any other rights or remedies available to the Crown (whether under this Schedule or otherwise), issue a Project Termination Notice.
- (d) If the Crown hands back the responsibility for the Relevant Agreement Items to the Contractor, the parties must do all things reasonably necessary to implement that transition in a manner that ensures continuity of supply of the Relevant Agreement Items.

## 9.4 Costs

- (a) If a Step In occurs, the Crown will not be liable to pay the Contractor that part of the Project Price relating to the Relevant Agreement Items supplied and/or performed by the Crown and/or Third Party for the purpose of the Step In.
- (b) The Contractor must indemnify and reimburse the Crown for all reasonable Loss incurred by the Crown (excluding any internal project management costs) in excess of the proportion of the Project Price relating to the Relevant Agreement Items that would have been payable by the Crown to the Contractor had the Step In not occurred.

## 10. Acceptance

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### 10.1 Acceptance

The Agreement Items required for each Key Milestone must be Accepted by the Crown in accordance with clause 10 in this Schedule.

### 10.2 Acceptance Activities

- (a) Subject to clause 10.3 in this Schedule, the Contractor must:
  - (i) notify the Crown in writing as soon as reasonably practicable after it has formed the view that the relevant Agreement Items for the applicable Key Milestone have met the requirements of this Schedule; and
  - (ii) at the Crown's prior written request following the Contractor's written notification under clause 10.2(a)(i) in this Schedule, allow the Crown and/or any Representative of the Crown to witness the Acceptance Activities to be performed by the Contractor with respect to those Agreement Items, including any Acceptance Activities required under clause 10.6 in this Schedule.
- (b) Subject to clause 10.2(a) in this Schedule, the party specified in the applicable Acceptance Plan (or, if no party is specified, the Contractor) must perform the Acceptance Activities at the times specified in the Acceptance Plan and/or by the relevant Due Date.
- (c) Within ten Business Days (or such other period as agreed by the parties in writing) after the Contractor completes the Acceptance Activities that it is obliged to complete in connection with a Key Milestone and provided that the completion of those Acceptance Activities has demonstrated to the reasonable satisfaction of the Contractor, that the relevant Agreement Items meet the relevant Acceptance Criteria, the Contractor must give the Crown an Acceptance Certificate and all relevant Acceptance Documentation.

### 10.3 Minor Outstanding Works

- (a) Subject to clause 10.3(b) in this Schedule, the parties agree that the Crown may Accept the Agreement Items for a Key Milestone despite there being Minor Outstanding Works with respect to such Agreement Items.
- (b) Subject to clause 10.3(c) in this Schedule, if the Contractor reasonably believes that there are minor works outstanding with respect to the Agreement Items for a Key Milestone that would otherwise prevent the Agreement Items from being Accepted and that such work constitutes Minor Outstanding Works, the Contractor must set out in detail in the relevant Acceptance Certificate to the reasonable satisfaction of the Crown:
  - (i) the relevant outstanding work;
  - (ii) the Contractor's reasons for proposing that the outstanding work constitutes Minor Outstanding Works, including by addressing each of the criteria set out in item (a) of the definition of Minor Outstanding Works in this Schedule;
  - (iii) if the Contractor proposes to employ a workaround:
    - (A) the nature of the workaround; and
    - (B) the impact of the workaround on the Crown and the TMRN including any and all operational expenses;
  - (iv) with respect to any Project Software, the relevant vendor's assessment of any issues with or defects in the Project Software and whether the vendor classifies such issues or defects as new, known or unknown and whether the vendor accepts that there is an issue or defect with the relevant Project Software;
  - (v) the proposed period of time within which the Contractor will complete the Minor Outstanding Works so that the relevant Agreement Items comply with this Schedule; and
  - (vi) any other information reasonably requested by the Crown.
- (c) The Contractor acknowledges and agrees that:
  - (i) minor outstanding works proposed by the Contractor under clause 10.3(b) in this Schedule will not constitute Minor Outstanding Works unless and until the Crown has approved the relevant Acceptance Certificate; and
  - (ii) the Contractor must complete, at its sole cost and expense, all Minor Outstanding Works within the timeframes set out in the relevant approved Acceptance Certificate so that Agreement Items comply with this Schedule.
- (d) Unless otherwise agreed by the parties in writing, if a Minor Outstanding Work is not completed within the time period which the Contractor must complete the Minor Outstanding Work as approved by the Crown under the relevant Acceptance Certificate, the parties agree that the relevant Minor Outstanding Work will become a Defect and be deemed to have been notified to the

Contractor within the term of the Core Upgrade Project or the Defect Liability Period.

#### 10.4 Cooperation

Each party must co-operate with the other, and provide all assistance reasonably requested by the other, in connection with the Acceptance Activities.

#### 10.5 Acceptance or rejection

- (a) The Crown must, within ten Business Days (or such other period as agreed by the parties in writing) after:
  - (i) the Contractor gives the Crown an Acceptance Certificate and all required Acceptance Documentation as required under clause 10.2(c) in this Schedule relating to a Key Milestone; or
  - (ii) the Crown completes the last of the Acceptance Activities (if any) that apply to that Key Milestone that the Crown is required to complete,notify the Contractor in writing that:
  - (iii) if the Agreement Items the subject of those Acceptance Activities meet the Acceptance Criteria, the Crown accepts those Agreement Items; or
  - (iv) if the Agreement Items the subject of those Acceptance Activities do not meet the Acceptance Criteria, the Crown rejects those Agreement Items.
- (b) The Crown's acceptance of any Agreement Items under clause 10.5(a) in this Schedule will not prejudice any rights, remedies or powers of the Crown, whether under this Schedule or otherwise, including any rights which the Crown may have in connection with Defects.

#### 10.6 Actions following rejection

- (a) If the Crown rejects one or more Agreement Items (**Rejected Item**) in accordance with clause 10.5(a)(iv) in this Schedule:
  - (i) the Contractor must, within a reasonable time as specified in the notice of rejection, and at no cost to the Crown, replace, repair or modify that Rejected Item so that it complies with the relevant Acceptance Criteria;
  - (ii) each party must repeat the Acceptance Activities for the Rejected Item at the times agreed by the parties in writing, or if no times have been agreed, as soon as practicable after the Contractor has performed its obligations under clause 10.6(a)(i) in this Schedule; and
  - (iii) the process specified in clauses 10.2(c), 10.3, 10.5 and clause 10.6(a) in this Schedule will apply,

unless the Crown gives the Contractor a Project Termination Notice in accordance with clause 10.8 in this Schedule.

## **10.7 Soak period**

The Contractor agrees that, despite any other provision in this Schedule:

- (a) the Contractor cannot commence any Agreement Items in connection with Key Milestone 7 unless and until the Agreement Items for Key Milestone 6 have been Accepted in accordance with clause 10 in this Schedule; and
- (b) Acceptance of the Agreement Items for Key Milestone 6 will not occur unless and until all Hardware and Project Software installed in the Core Upgrade Solution up to Key Milestone 6 have been fully operational in the TMRN for a continuous period of two months without any interruption (excluding interruptions caused solely by the Crown or its Representatives or Third Parties who are not [REDACTED] or Representatives of the Contractor or [REDACTED]), cessation, fault or Defect.

## **10.8 Termination**

Without limiting any other rights or remedies available to the Crown (whether under this Schedule or otherwise), if the Crown rejects an Agreement Item three or more times, the Crown may, acting reasonably, give the Contractor a Project Termination Notice.

## **10.9 No deemed Acceptance**

The Crown will not be deemed to have Accepted any Agreement Items in any circumstances.

# **11. Compliance**

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## **11.1 Laws**

- (a) Each party must, and must ensure that its Representatives:
  - (i) comply at all times with all applicable Laws;
  - (ii) not act, or fail to act, in any way that causes the other party to contravene any Law; and
  - (iii) obtain and maintain all Authorisations necessary for that party to perform its obligations under this Schedule.

## 11.2 Policies

The Contractor must comply with, and must ensure that its Representatives comply with, the Crown's Policies that are relevant to the Agreement Items and/or the Contractor's performance of its obligations under this Schedule.

## 11.3 Failure

- (a) Subject to clause 11.3(b) in this Schedule, if, at any time, either party does not comply with any of the requirements of clause 11 in this Schedule (where applicable) that party must:
  - (i) promptly notify the other party in writing, providing details of the non-compliance; and
  - (ii) if requested to do so by the other party, do one or both of the following:
    - (A) meet with the other party to discuss the non-compliance and its impact; and
    - (B) prepare and submit to the other party for approval an action plan detailing the steps that are being or will be taken to address the non-compliance, and the first party must ensure that it complies with any such action plan approved in writing by the other party.
- (b) The Crown will only issue a notice to the Contractor pursuant to Clause 11.3(a) in this Schedule where the Crown has failed to comply with any of the requirements of clause 11 in this Schedule and, such failure will directly result in the Contractor's inability to undertake its obligations under this Schedule.

## 11.4 Interference or nuisance

The Contractor must immediately notify the Crown in writing if the Contractor or any of its Representatives receives any complaint, letter of demand or order from any person (including any Government Agency) in connection with the Contractor's obligations under this Schedule, including the performance of the Agreement Items.

# 12. Project Change Requests

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## 12.1 Project Change Requests

The Contractor may request a change to this Schedule and/or any Agreement Item by giving the Crown a document in the form, and including the details, set out in Annexure L in this Schedule (**Project Change Request**).

## 12.2 Response to Project Change Request

Within ten Business Days after the Crown receives a Project Change Request from the Contractor, the Crown must advise the Contractor that it:

- (a) accepts the Project Change Request, in which case the Contractor and the Crown must both execute the Project Change Request;
- (b) rejects the Project Change Request;
- (c) requires more time to consider and/or further information from the Contractor with respect to the Project Change Request in which case the Contractor must allow the Crown an additional reasonable period of time to consider the Project Change Request and/or provide such further information requested by the Crown (as the case may be); or
- (d) wishes to negotiate the Project Change Request, in which case:
  - (i) the Contractor and the Crown must negotiate in good faith to agree the Project Change Request;
  - (ii) the Contractor must promptly, and in any event within five Business Days after completing negotiations, prepare a revised version of the Project Change Request reflecting the agreed outcomes; and
  - (iii) the process in clause 12.2 in this Schedule will apply until the Project Change Request is accepted or rejected in accordance with clause 12.2 in this Schedule.

### **12.3 No effect unless executed by both parties**

A Project Change Request will not vary or form part of this Schedule unless and until it is executed by the Crown and the Contractor.

## **13. Project Price and payment**

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### **13.1 Project Price**

Subject to the Contractor's compliance with its obligations under this Schedule, the Crown must pay to the Contractor the Project Price in accordance with the Payment Plan, provided that the Crown shall not under any circumstances be required to make any payment:

- (a) unless and until the relevant Agreement Items for a Key Milestone have been Accepted by the Crown in accordance with clause 10 in this Schedule; and
- (b) for any Key Milestone scheduled to be completed after Key Milestone 3, unless and until all Agreement Items for the Key Milestones up to and including Key Milestone 3 have been Accepted by the Crown in accordance with clause 10 in this Schedule.

### **13.2 All inclusive pricing**

The Project Price:

- (a) represents the total cost payable by the Crown (excluding GST) for the Core Upgrade Project, and the performance of the Contractor's obligations under this Schedule;
- (b) without limiting clause 13.2(a) in this Schedule, is inclusive of:
  - (i) all costs and expenses connected with the Key Milestones and the performance of the Contractor's obligations under this Schedule, including all costs and expenses associated with the provision of all necessary Resources; and
  - (ii) all Taxes (other than GST) and Duties; and
- (c) is fixed, unless otherwise agreed in writing between the parties.

### **13.3 Invoices**

- (a) The Contractor must give the Crown an invoice for any amounts payable by the Crown under this Schedule.
- (b) Each invoice must:
  - (i) be supported by sufficient evidence to demonstrate the Contractor's entitlement to payment in accordance with this Schedule and such other information as reasonably requested by, and to the satisfaction of, the Crown;
  - (ii) be addressed and delivered in accordance with the Crown's requirements from time to time;
  - (iii) be in the form of a 'tax invoice' as defined in the GST Law;
  - (iv) clearly identify the amount of GST (if any) payable in respect of each supply to which the invoice relates;
  - (v) include the Contractor's name and address and the date of submission of the invoice; and
  - (vi) include the Contractor's ABN.

### **13.4 Payment**

- (a) Payment of invoices will be in accordance with clause 22.7 of the Agreement.
- (b) The Crown may require the Contractor to correct and reissue any incorrect invoice, or cancel any invoice not issued in accordance with this Schedule.



### 13.5 Crown's right to defer or withhold payment

When a Crown's payment obligation arises in accordance with the Payment Plan, the Crown is, notwithstanding that payment obligation, entitled (in addition and without prejudice to any other rights it may have) to:

- (a) withhold payment in respect of that payment obligation only (and no others that may arise under this Schedule) in its entirety, if and for so long as:
  - (i) the Contractor has not completed, in accordance with the requirements of this Schedule, to the reasonable satisfaction of the Crown, that part of its obligations under this Schedule to which the payment relates by the date for the relevant Key Milestone;
  - (ii) it considers that there is an error in the invoice that relates to the payment obligation from the Contractor and that error is not corrected to the reasonable satisfaction of the Crown; or
  - (iii) the Crown identifies and notifies the Contractor of a Defect, in the Agreement Items to which that payment relates and the Contractor has not rectified that Defect in accordance with its obligations under this Schedule.

### 13.6 Contractor to continue to perform

If the Crown exercises any of its rights under clause 13.5 in this Schedule, the Contractor and the Crown, other than the Crown's obligation to make payments to the Contractor, must continue to perform their respective obligations under this Schedule and the Agreement unless the parties agree otherwise in writing.

## 14. Crown Project Representative, Contractor Project Manager

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### 14.1 Crown Project Representative

- (a) The Crown:
  - (i) must appoint a person to be its project representative for the Core Upgrade Project (**Crown Project Representative**);
  - (ii) may at any time remove any person appointed as the Crown Project Representative, in which event the Crown must appoint another person to replace that person as the Crown Project Representative; and
  - (iii) must give written notice to the Contractor of all appointments under clause 14.1(a) in this Schedule.
- (b) The Contractor must comply with all directions, instructions and notices given under this Schedule by the Crown Project Representative.
- (c) Prior to the commencement of the Core Upgrade Project and from time to time, the Crown will provide written details to the Contractor of any persons (in

addition to the Crown Project Representative) who from time to time are authorised by the Crown to deal directly with the Contractor Project Manager and such persons (including the Crown Project Representative) will be empowered with sufficient authority to fully execute their responsibilities.

14.2 **Contractor Project Manager, Contractor Technical Lead and** [REDACTED]

- (a) Subject to clause 14.2(d) in this Schedule, prior to the commencement of the Core Upgrade Project, the Contractor must appoint a suitably qualified:
- (i) project manager to manage the Core Upgrade Project (**Contractor Project Manager**); and
  - (ii) technical lead (**Contractor Technical Lead**),

provided that the Contractor Project Manager and Contractor Technical Lead are first approved in writing by the Crown. The Crown must not unreasonably withhold or delay its approval of the Contractor's proposed appointments.

- (b) Subject to clause 14.2(d) in this Schedule, if the Contractor proposes to change the Contractor Project Manager and/or Contractor Technical Lead at any time, the Contractor must:
- (i) ensure that any proposed replacement of the Contractor Project Manager and/or Contractor Technical Lead (as the case may be) is suitably qualified;
  - (ii) provide the Crown with reasonable prior written notice of the proposed replacement; and
  - (iii) obtain the Crown's written approval of any proposed Contractor Project Manager and/or Contractor Technical Lead (as the case may be) before appointing such person. The Crown must not unreasonably withhold or delay its approval of the Contractor's proposed appointments.

- (c) Subject to clause 14.2(d) in this Schedule, the Contractor must ensure that:

- (i) at least two employees of the Contractor attend [REDACTED] in [REDACTED] for a period of [REDACTED] as determined by the Contractor to:
  - (A) manage the lab testing conducted, the Core Upgrade Solution built and, where appropriate, participate in that part of the Core Upgrade Project being conducted at the laboratory; and
  - (B) receive all necessary training from [REDACTED] to ensure that the [REDACTED] have a detailed understanding of the Core Upgrade Solution, including the configuration, maintenance and operational aspects of the new virtualised [REDACTED]; and

- (ii) [REDACTED] (or suitable replacements approved in writing by the Crown) are involved in and personally oversee the Core Upgrade Project in [REDACTED]. The Crown must not unreasonably withhold or delay its approval of any replacements of the [REDACTED].
- (d) Without limiting any other obligations of the Contractor with respect to its Representatives, the Contractor must ensure that the Contractor Technical Lead and the [REDACTED] together have:
  - (i) detailed knowledge and understanding of:
    - (A) the TMRN from the perspective of a radio terminal user;
    - (B) the contributing factors which generate alarms and logged events within the TMRN architecture in existence as at the Commencement Date;
    - (C) end to end communications between the network and terminals and variations that may be introduced by the Core Upgrade Solution;
  - (iii) experience with the integration of key network components into the TMRN.
- (e) Without limiting clause 14.2(d) in this Schedule, the Contractor must ensure that the Contractor Project Manager:
  - (i) is fully acquainted with all of the requirements of this Schedule;
  - (ii) is in attendance in person at all monthly meetings as required under clause 2.3(e) in this Schedule and in accordance with clause 2.3(h) in this Schedule;
  - (iii) is at all appropriate times as may be reasonably expected by the Crown, in attendance, either at the Contractor's offices in [REDACTED] or remotely to personally oversee the Core Upgrade Project, and if attending remotely, the Contractor Project Manager must ensure that the Contractor MSCOO or Contractor Technical Lead is in attendance personally at the meeting;
  - (iv) upon request, prepares and submits to the Crown any written submission reasonably required by the Crown from time to time;
  - (v) accepts principal responsibility for preparing all necessary reports and plans pursuant to this Schedule;
  - (vi) upon reasonable notice, attends in person, all internal Crown steering committee, Crown customer and project meetings required by the

Crown from time to time at a location specified by the Crown in its sole discretion; and

- (vii) without limiting any other obligation of the Contractor or Contractor Project Manager under this Schedule, immediately notifies the Crown in the circumstances set out in clause 2.3(k) in this Schedule.

## 15. [REDACTED] and Subcontracting

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### 15.1 [REDACTED]

- (a) The Contractor has engaged [REDACTED] to assist it with the provision of the Agreement Items.
- (b) The Contractor:
  - (i) must procure that [REDACTED] provides any and all of the Agreement Items required to be supplied by [REDACTED] for the successful completion and operation of the Core Upgrade Solution in the TMRN in accordance with this Schedule; and
  - (ii) is fully responsible, and is liable to the Crown, for all acts and omissions of [REDACTED] and the officers, employees, agents, representatives, contractors and subcontractors of [REDACTED] as if the acts and omissions were those of the Contractor.

### 15.2 **Approval**

The Contractor must not subcontract any of its obligations under this Schedule without the prior written consent of the Crown.

### 15.3 **Contractor's responsibility**

- (a) Any consent granted by the Crown under clause 15.2 in this Schedule will not relieve the Contractor from any liability under this Schedule.
- (b) The Contractor remains responsible for all obligations, services and functions performed by any Subcontractors and/or personnel of such Subcontractors (whether approved or not) to the same extent as if those obligations, services and functions were performed by the Contractor.
- (c) The Contractor will be the Crown's sole point of contact regarding this Schedule.

## 16. Inspection

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### 16.1 Right to enter and inspect

The Contractor must:

- (a) on reasonable prior written notice from the Crown, permit the Crown, its Representatives and/or any nominee and, where required, use its reasonable endeavours to procure permission from any Third Party, from time to time to enter any area where the Agreement Items are located or are being performed for the purposes of:
  - (i) observing the Contractor's and/or its Representatives' performance and/or supply of the Agreement Items and/or monitoring the Contractor's compliance with its obligations under this Schedule; and/or
  - (ii) inspecting any Hardware or part of the Core Upgrade Solution; and
- (b) give such assistance as is reasonably required by the Crown from time to time in connection with any inspection conducted pursuant to clause 16.1(a) in this Schedule, including providing access to such part of the Core Upgrade Solution and all relevant Project Documentation as may be reasonably required by the Crown,

provided that the Crown's Representatives and/or nominees (as the case may be) are approved by the Contractor, (or where relevant the Third Party) such approval not to be unreasonably withheld or delayed, and the Crown, its Representatives and/or nominees (as the case may be) agree to comply with the Contractor's (or where relevant the Third Party's) reasonable confidentiality and security and health and safety requirements, provided that such requirements are reasonable and notified to the Crown (or where relevant the Third Party) in advance.

## 17. Warranties

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### 17.1 Warranties

The Contractor must ensure, and represents and warrants to the Crown, that:

- (a) it has, and will at all times have, use and apply, the skills, qualifications, expertise, capacity, Resources and experience necessary to carry out its obligations under this Schedule;
- (b) the Contractor's Representatives will at all times be suitably qualified, trained, skilled, accredited and experienced;
- (c) the Contractor and the Contractor's Representatives will at all times act in a proper, timely and efficient manner and exercise that standard of care, skill, diligence, prudence and foresight that would reasonably be expected of an

expert and experienced supplier of services and deliverables that are the same as, or similar to, the Agreement Items;

- (d) the Contractor and the Contractor's Representatives have all rights, title and Authorisations necessary to supply the Agreement Items in accordance with the terms of this Schedule and to grant the licences granted under, and make the assignments made under, this Schedule;
- (e) the Contractor and the Contractor's Representatives will comply with this Schedule, all applicable Laws, Policies and the reasonable directions of the Crown from time to time made under this Schedule;
- (f) the Agreement Items will be supplied in accordance with the requirements of this Schedule;
- (g) the Design will be proper, adequate and fit for its intended purposes as contained in the Crown's Functional Specifications, and the Design will ensure that the Core Upgrade Solution meets the Specifications;
- (h) the Core Upgrade Solution will:
  - (i) integrate and be compatible with the TMRN and meet, operate in accordance with, and otherwise conform to, the Design and Specifications;
  - (ii) be safe, durable and free from defect in design, workmanship and installation;
  - (iii) be of good, merchantable and acceptable quality;
  - (iv) be new and not used by any other person unless agreed in writing by the Crown;
  - (v) immediately prior to title passing to the Crown under clause 3(a) in this Schedule, be owned by the Contractor;
  - (vi) be free from any Security Interest or any other encumbrance, lien or charge;
- (i) the Agreement Items will:
  - (i) be fit for any purpose disclosed in the Crown's Functional Specifications and, to the extent not inconsistent with the Crown's disclosed purpose(s) in the Crown's Functional Specifications, be fit for the purpose for which services and deliverables of the same kind are commonly supplied; and
  - (ii) comply with all applicable Laws and Policies;
- (j) the:
  - (i) Agreement Items and/or the manner in which they are supplied;

- (ii) receipt of the Agreement Items by the Crown; and
- (iii) possession or use of, or any dealings with, the Agreement Items by the Crown or any of its Representatives or sublicensees, in accordance with any rights granted under this Agreement, including any licence contemplated under this Agreement, and/or the directions of the Contractor and/or the Contractor's Representatives from time to time,

will not in the reasonable opinion of the Contractor, infringe, and will not give rise to any claim, demand, action or proceeding howsoever arising that they infringe, the rights, including the Intellectual Property rights, of any person;

- (k) the Project Software and the Hardware are the only software, hardware and equipment required for the completion and operation of the Core Upgrade Solution in the TMRN in accordance with this Schedule;
- (l) other than the licences required for the Project Software, as at the Commencement Date, the Crown holds, either directly or indirectly, all software and other licences necessary for the operation of the Core Upgrade Solution in the TMRN in accordance with this Schedule;
- (m) once the Core Upgrade Solution is completed and integrated in the TMRN:
  - (i) despite any other provision in this Agreement, the functionality and performance of the TMRN will be substantially the same as the functionality and performance of the TMRN as at the Commencement Date (and for the purposes of clarity "substantially the same" has the meaning as provided in the Crown's Functional Specification);
  - (ii) the TMRN can be operated and maintained in accordance with the requirements of this Agreement until 25 December 2023; and
  - (iii) █████ can and will support the TMRN in accordance with the requirements of this Agreement until 25 December 2023;
- (n) subject to the parties executing a separate commercial agreement, the Core Upgrade Solution will have the Optional Capabilities and will function as described in Annexure D in this Schedule; and
- (o) unless the Crown's Representative approves otherwise in writing, the Contractor does not have, and will not accept, during the term of this Schedule, any obligation that will or may interfere with, or materially hinder, the Contractor's ability to perform its obligations under this Schedule.

## 17.2 Other warranties by Contractor

The Contractor represents and warrants to the Crown that:

- (a) before entering this Schedule, it made its own enquiries to satisfy itself as to the truth and accuracy of, and has therefore not relied upon, any written or oral information provided by or on behalf of the Crown;

- (b) it has fully informed itself in relation to all matters, including its own risks and costs, relevant to or connected with the performance of the Agreement Items, including the delivery of the Core Upgrade Solution;
- (c) it is not aware of any legal impediment preventing it from fulfilling its obligations under this Schedule and does not believe that it will be in breach of any Law or agreement by entering into this Schedule; and
- (d) it has the requisite power and authority to enter into this Schedule and to carry out the obligations contemplated by this Schedule.

## 18. Defects

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### 18.1 Defect rectification

- (a) Without limiting any other rights or remedies of the Crown (whether under this Schedule or otherwise), if at any time during the Defect Liability Period, the Contractor becomes aware of any Defect or the Crown notifies the Contractor of any Defect, the Contractor must, at its sole cost and expense, correct the Defect by repairing, replacing or redelivering the relevant Agreement Item or Agreement Items:
  - (i) if the Defect is classified as a Fault, within the relevant timeframe specified in Schedule 15 of the Agreement; or
  - (ii) if the Defect is not classified as a Fault, within a reasonable period of time as reasonably agreed by the parties in writing from time to time.
- (b) Any repaired, replaced or redelivered Agreement Item under clause 18.1(a) in this Schedule must comply with the requirements of this Schedule.

### 18.2 Third Party Warranties

- (a) Where the Agreement Items include Hardware or Project Software supplied by a Third Party, to the extent permitted by Law, the Contractor will, as at the date that title to the Hardware or Project Software passes to the Crown under this Schedule assign to the Crown and/or must do all things necessary to assign to the Crown, the benefit of all warranties given by the Third Party (**Third Party Warranties**). This assignment does not in any way relieve the Contractor from the warranties provided by the Contractor under this Schedule or from any other obligations of the Contractor under this Schedule.
- (b) A list of the Third Party Warranties as at the Commencement Date is provided in Annexure M in this Schedule.



## 19. Assumed risks

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Notwithstanding:

- (a) any information provided to the Contractor by or obtained by the Contractor from the Crown or others or which is withheld (except where information is unreasonably withheld by the Crown);
- (b) any difficulties the Contractor might have in satisfying the requirements of this Schedule;
- (c) any errors, omissions, ambiguities, conflicts or other problems in any specification provided by the Crown to the Contractor;
- (d) any differences in the conditions encountered on, in, near, or in connection with any Site or other location from those which the Contractor anticipated;
- (e) any changes in Law whether or not foreseeable at the date of execution of this Schedule;
- (f) compliance with the Crown's directions and any consequences in connection with such compliance;
- (g) any increase in cost; or
- (h) any other difficulties the Contractor might have in designing, constructing, installing, testing, commissioning and delivering the Core Upgrade Solution in accordance with this Schedule,

the Contractor acknowledges that these matters are regarded as within the Contractor's liability and risk and the Contractor remains fully responsible for the Core Upgrade Project and delivering the Core Upgrade Solution in accordance with the requirements of this Schedule at its own expense and, the Project Price will be regarded as providing adequate allowance for this.

## 20. Liability

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- (a) Subject to clause 20(b) in this Schedule, each party's total liability (including in respect of the Contractor, any amount of Liquidated Damages paid pursuant to clause 5.6 in this Schedule and any refund amount paid pursuant to clause 21.3(b) in this Schedule) to the other party that may arise out of or in connection with this Schedule from the Commencement Date up until the date that the Crown Accepts all of the Agreement Items for all of the Key Milestones (**Core Upgrade Liability Cap End Date**), whether by way of indemnity, statute, under the Law of contract, in tort or any other basis in Law or in equity, shall be limited to 100% of the Project Price (whether or not paid by the Crown) under this Schedule (**Core Upgrade Liability Cap**).
- (b) The Core Upgrade Liability Cap in clause 20(a) in this Schedule does not apply to:

- (i) claims arising under clause 35 (Confidentiality) of the Agreement;
  - (ii) the Crown's obligations to make payment of the Project Price under this Schedule;
  - (iii) any damages or Loss for injury, sickness or death;
  - (iv) unlawful or fraudulent acts or omissions;
  - (v) an act or omission of the Contractor done or omitted to be done with reckless disregard, whether consciously or not, for the consequences of the act or omission;
  - (vi) material breaches of security under clause 36 of the Agreement; and
  - (vii) Loss of, or damage to, property of a Third Party.
- (c) The parties acknowledge and agree that on and from the Core Upgrade Liability Cap End Date:
- (i) the Core Upgrade Liability Cap no longer applies;
  - (ii) the Core Upgrade Solution will form part of the TMRN and the Services will apply to the Core Upgrade Solution as a part of the TMRN; and
  - (iii) the total amount of the liability limit contained in clause 31.3(a) of the Agreement shall apply to this Schedule and be increased by an amount equivalent to the Project Price (whether or not paid by the Crown) under this Schedule.

## 21. Termination

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### 21.1 Termination of this Schedule

In addition to any other right of the Crown to give the Contractor a Project Termination Notice under this Schedule and without limiting any other right or remedy available to the Crown (whether under this Schedule or otherwise), the Crown may give the Contractor a Project Termination Notice if:

- (a) the Contractor breaches any material term of this Schedule which is not capable of remedy; or
- (b) the Contractor breaches any material term of this Schedule which is capable of remedy and fails to remedy the breach within 20 Business Days after receiving notice requiring it to do so.

### 21.2 Date on which a Project Termination Notice takes effect

If a Project Termination Notice is given by the Crown to the Contractor under and in accordance with this Schedule, this Schedule will terminate on the date specified in that Project Termination Notice or, if no date is specified, the date on which that Project Termination Notice was given.

### **21.3 Refund**

- (a) Without limiting any of the Crown's other rights and remedies and subject to clause 21.3(b) of this Schedule, whether under this Schedule or otherwise, if the Crown gives the Contractor a Project Termination Notice prior to Acceptance of Key Milestone 5, the Contractor must within 20 Business Days of the end of the month in which the Project Termination Notice is given, refund to the Crown all amounts paid by the Crown under this Schedule.
- (b) If this Schedule is terminated and the Crown is entitled to a refund under clause 21.3(a), and the Crown chooses, in its absolute discretion, to retain any Hardware, Project Software and/or licences, despite such termination, then the cost of that Hardware, Project Software and/or licences included in the Project Price will be deducted from the refund.

### **21.4 Accrued rights and remedies, no merger**

- (a) The rights and obligations of the parties under this Schedule do not merge on completion of any transaction contemplated by this Schedule.
- (b) Except as expressly set out in this Schedule, any termination or expiry of this Schedule will not prejudice any right of action or remedy which may have accrued to either party prior to that expiry or termination.

### **21.5 Restoration of TMRN**

If this Schedule is terminated under clause 21 in this Schedule, and at the date of termination, the TMRN has not been decommissioned in accordance with this Schedule, the Contractor must as soon as reasonably practicable after termination, reinstate and restore the TMRN to the same or equivalent configuration, functionality and performance as at the Commencement Date at no cost to the Crown.

### **21.6 Ongoing Services**

If the entire Core Upgrade Project is not completed and Accepted in accordance with this Schedule, the parties agree to enter into negotiations regarding the Term of the Agreement and the ongoing delivery of Services by the Contractor under the Agreement.

### **21.7 Agreement**

The parties acknowledge and agree that:

- (a) the termination rights under clause 21 in this Schedule are in addition to the termination rights set out elsewhere in this Agreement; and
- (b) the termination of this Schedule pursuant to clause 21 in this Schedule or any other clause in this Schedule does not terminate this Agreement in its entirety.

22. Definitions

---

Capitalised words that are defined elsewhere in the Agreement, such as in the general terms or Schedule 2 (Glossary), and are not otherwise defined in this Schedule have the meaning as defined elsewhere in this Agreement.

In this Schedule:

<b>Accept, Accepted and Acceptance</b>	for an Agreement Item, means to accept that Agreement Item in accordance with clause 10 in this Schedule;
<b>Acceptance Activity</b>	means each activity, task or function (including a test) specified in the Acceptance Plan that applies to the relevant Agreement Item to determine whether that Agreement Item satisfies the Acceptance Criteria;
<b>Acceptance Certificate</b>	means a written notice in the form set out in Annexure K in this Schedule;
<b>Acceptance Criteria</b>	means the acceptance criteria set out in any Acceptance Plan that applies to the relevant Agreement Item and any other requirements relating to that Agreement Item that are specified in this Schedule;
<b>Acceptance Documentation</b>	means any and all Documents and Material required by the Crown from time to time to be provided to the Crown with the relevant Acceptance Certificate including, where applicable to the relevant Key Milestone and as set out in the Acceptance Plan for that relevant Agreement Item:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED];

[REDACTED]



**Actual Completion Date** means the date the last Key Milestone is Accepted by the Crown as evidenced by the Crown's signature of the Acceptance Certificate, thereby confirming the Crown's Acceptance of all Key Milestones for the Core Upgrade Project;

**Agreement Items** means all things the Contractor is required to carry out, do and/or supply:

- (a) in connection with the Core Upgrade Project as required under this Schedule; and
- (b) to otherwise comply with its obligations under this Schedule,

and includes:

- (c) the Design;
- (d) the Project Services;
- (e) the Project Documentation;
- (f) the Third Party Vendor Support Agreements;
- (g) the Core Upgrade Solution;
- (h) the Hardware;
- (i) the Project Software; and
- (j) any and all other items required to be supplied for the successful completion and operation of the Core Upgrade Solution in the TMRN;

**Authorisation** means any approval, consent, filing, licence, permit, registration, certificate, authority, clearance, exemption, waiver or any other authorisation however described and any renewal or variation of any of them;

**Commencement Date** means the date that:

- (a) the Deed of Variation varying this Agreement to incorporate this Schedule is executed by the Crown and the Contractor; and
- (b) the Crown issues the Contractor with a purchase order for the Core Upgrade Project;

**Contractor MSCOO** means the Contractor's head of operations for the TMRN based in [REDACTED];

**Core Upgrade Project** means the project to:

- (a) design, build, supply, install, integrate, test, implement and commission the Core Upgrade Solution into the TMRN; and
- (b) decommission the TMRN cores in the [REDACTED]  
[REDACTED];

**Core Upgrade Project Documentation** means the documentation set out in Annexure A in this Schedule and such other documentation as may be reasonably required by the Crown from time to time, and includes documentation that is revised or amended in accordance with this Schedule;

[REDACTED]

**Corporations Act** means the *Corporations Act 2001* (Cth);

**Crown's Functional Specification** means the Crown's functional specification set out in Annexure H in this Schedule as may be varied by agreement in writing between the parties from time to time;

**Defect** means:

- (a) any fault, failure, degradation, deficiency, error or non-conformance of an Agreement Item with the Crown's

Functional Specification;

- (b) any functionality or performance of an Agreement Item not in accordance with the Crown's Functional Specification;
- (c) any partial performance or non-performance of an Agreement Item; or
- (d) subject to clause 10.3(d) in this Schedule, any such other thing that is not a Minor Outstanding Work;

**Defect Liability Period** means the period of eighteen months from the Actual Completion Date;

**Delay** means a failure of the Contractor to perform an obligation under this Schedule by the applicable Due Date;

**Design** means the detailed design of the Core Upgrade Solution;

**Design Documentation** means the documentation detailing the Design which must include:

[REDACTED]

[REDACTED]

[REDACTED]

**Developed Material** means any Material created or developed by or on behalf of the Contractor during the course of performing its obligations under this Schedule;

**Due Date** means the date on or by which an obligation must be performed in accordance with this Schedule, or as agreed in writing between the parties from time to time and as may be varied by agreement in writing between the parties from time to time, and includes any applicable date set out in the Project Plan;

**Hardware** means the hardware and equipment set out in the bill of materials in Annexure B in this Schedule;



**Insolvency Event** means the occurrence of any of the following events:

- (a) where a party is a natural person, the person becomes bankrupt, files or is served with a petition in bankruptcy or is served with a bankruptcy notice, the person is unable to pay his/her debts as and when they become due and payable or a creditor's meeting in relation to the person is called;
- (b) an application is made to a court for an order or an order is made that a body corporate be wound up, and the application is not withdrawn, stayed or dismissed within 21 days of being made;
- (c) appointment of a liquidator, provisional liquidator, administrator, receiver, receiver and manager or controller in respect of a body corporate or its assets;
- (d) except to reconstruct or amalgamate while solvent, a body corporate enters into, or resolves to enter into, a scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;
- (e) a body corporate resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent or is otherwise wound up or dissolved;
- (f) a body corporate is or states that it is insolvent as that term is defined in section 95A of the Corporations Act;
- (g) as a result of the operation of section 459F(1) of the Corporations Act, a body corporate is taken to have failed to comply with a statutory demand;
- (h) a body corporate is or makes a statement from which it may be reasonably deduced that the body corporate is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act;
- (i) a body corporate takes any step to obtain protection or is granted protection from its creditors, under any applicable law;
- (j) a body corporate ceases to carry on business; or
- (k) anything analogous or having a substantially similar effect to any of the events specified above happens

under the law of any applicable jurisdiction;

**Key Milestone** means each key milestone set out in Annexure EAnnexure E in this Schedule and/or such other key milestones for the purposes of this Schedule as may be agreed in writing between the parties from time to time;

**Law** means:

- (a) legislation, ordinances, regulations, by-laws, orders, awards, proclamations, directions and practice notes of the Commonwealth, a State or Territory or any Government Agency;
- (b) certificates, licences, consents, permits, approvals, qualifications, registrations, standards or requirements of organisations having jurisdiction in connection with the supply of the Agreement Items or the performance of the Contractor's or the Crown's obligations (as the case may be) under this Schedule; and
- (c) all other laws from which legal rights and obligations may arise;

**Material** means any tools, methodologies, processes, libraries, databases, software, firmware, documentation, information, data or other material in whatever form;

**Minor Outstanding Works** means minor and residual work to be completed by the Contractor associated with the Agreement Items for a particular Key Milestone provided that:

- (a) such activities:
  - (i) are to be rectified within 20 Business Days of the date for completion of the relevant Key Milestone

or such other date as agreed by the parties; and

- (ii) have no impact on the performance of the Core Upgrade Solution, TMRN, Agreement Items or the Crown's Functional Specification; and
  - (iii) do not affect the hardware redundancy of the Agreement Items; and
  - (iv) do not increase the Project Price or the Crown's direct or indirect operational or financing costs; and
  - (v) do not increase the Crown's obligations under this Schedule or the Agreement or cause the Crown to utilise or engage any resources beyond its resourcing levels at the Commencement Date; and
  - (vi) do not contravene any of the Crown's site occupation arrangements or requirements; and
  - (vii) do not contravene any Laws, in particular workplace health and safety Laws, or could cause a Site to be considered unsafe or unhealthy, and
- (b) the Crown has approved the minor and residual work under clause 10.3(c)(i) in this Schedule;

**Optional  
Capabilities**

means the capabilities set out in Annexure D in this Schedule;

**Payment Plan**

means the payment plan set out in Annexure I Annexure I in this Schedule;



**PPSA**

means the *Personal Property Securities Act 2009* (Cth);

**Project Change  
Request**

has the meaning given in clause 12.1 in this Schedule;

<b>Production Cutover Plan</b>	means the cutover plan for the Core Upgrade Project which will be provided and finalised by the Contractor in accordance with clause 2.6(b) in this Schedule;
<b>Project Implementation Plan</b>	means the implementation plan for the Core Upgrade Project set out in Annexure A in this Schedule;
<b>Project Plan</b>	means the project plan set out in Annexure A in this Schedule as may be varied by agreement in writing between the parties from time to time;
<b>Project Price</b>	means the price payable by the Crown as set out in Annexure I in this Schedule;
<b>Project Services</b>	means any and all of the services required to be supplied by the Contractor or, with the Crown's prior written consent, procured by the Contractor, for the successful completion of the Core Upgrade Project in accordance with this Schedule and the Agreement;
<b>Project Software</b>	means the software set out in the bill of materials in Annexure B in this Schedule;
<b>Project Termination Notice</b>	means a written notice terminating this Schedule;
<b>Related Agreement Item</b>	for an Agreement Item, means any other Agreement Item that relates to, is supplied with or for, is intended to be used with, or relies on, the first Agreement Item;
<b>Relevant Agreement Items</b>	has the meaning given in clause 9.1 in this Schedule;
<b>Representatives</b>	of the: <ul style="list-style-type: none"> <li>(a) Contractor: <ul style="list-style-type: none"> <li>(i) means the Contractor's employees, officers, Affiliates, agents, contractors and consultants and its Subcontractors and its Third Party Providers (including [REDACTED]) and the employees,</li> </ul> </li> </ul>

officers, agents, contractors, subcontractors and consultants of the Subcontractors, its Third Party Providers and its Affiliates; and

- (ii) includes the [REDACTED] [REDACTED] and any person appointed as the Contractor Project Manager or Contractor Technical Lead under clause 14.2 in this Schedule from time to time;

(b) Crown:

- (i) means the Department and the Crown's employees, contractors, subcontractors and agents; and
- (ii) includes any person appointed as the Crown Project Representative or authorised to deal directly with the Contractor Project Manager under clause 14.1 in this Schedule from time to time; but
- (iii) does not include the Contractor or any of the persons described in paragraph (a) of this definition;

**Resources** means personnel, Materials, facilities, equipment, systems, products, procedures, contracts and any other resources required for the Core Upgrade Project;

**Responsibility Matrix** means the matrix set out in Annexure J in this Schedule which allocates responsibilities between the parties;

**Security Interest** has the meaning given to that term in the PPSA;

**Specifications** means (in order of priority to resolve any inconsistency between each of the following):

- (a) any functional, technical or performance specification or standard or other requirement for the relevant Agreement Item specified in this Schedule, including the Crown's Functional Specification; and
- (b) the specifications and standards for the relevant Agreement Item provided or published by a manufacturer or developer of the Agreement Item;

**Status Report** means the template for the fortnightly status report set out in

**Template** Annexure N in this Schedule to be provided by the Contractor under clause 2.3(d) in this Schedule; and

**TEMP** means the test and evaluation master plan for the Core Upgrade Project which will be provided and finalised by the Contractor in accordance with clause 2.6(b) in this Schedule.

























The first of these is the *Journal of the Royal Society of Medicine*, which was founded in 1869 and is the oldest of the three. It is a peer-reviewed journal that covers a wide range of medical topics, including clinical medicine, public health, and medical law. The journal is published by the Royal Society of Medicine, which is a professional body that represents the interests of the medical profession in the United Kingdom. The journal is known for its high quality and its focus on original research.

The second of the three journals is the *British Medical Journal*, which was founded in 1844. It is a peer-reviewed journal that covers a wide range of medical topics, including clinical medicine, public health, and medical law. The journal is published by the British Medical Association, which is a professional body that represents the interests of the medical profession in the United Kingdom. The journal is known for its high quality and its focus on original research.

The third of the three journals is the *Lancet*, which was founded in 1823. It is a peer-reviewed journal that covers a wide range of medical topics, including clinical medicine, public health, and medical law. The journal is published by the Lancet Publishing Group, which is a professional body that represents the interests of the medical profession in the United Kingdom. The journal is known for its high quality and its focus on original research.

\_\_\_\_\_









The first part of the paper discusses the importance of the research and the objectives of the study. It then presents a literature review of the existing research on the topic. The second part of the paper describes the methodology used in the study, including the data collection and analysis techniques. The third part of the paper presents the results of the study, and the fourth part discusses the conclusions and implications of the findings.

The study was conducted using a quantitative research design. Data was collected from a sample of 100 participants using a survey questionnaire. The data was then analyzed using statistical software to determine the relationships between the variables of interest.

The results of the study indicate that there is a significant positive relationship between the variables of interest. This finding is consistent with the previous research in the field. The implications of these findings suggest that the research has practical applications in the field of study.

In conclusion, the study has provided valuable insights into the topic and has contributed to the existing body of knowledge. Further research is needed to explore the topic in more depth and to validate the findings of this study.







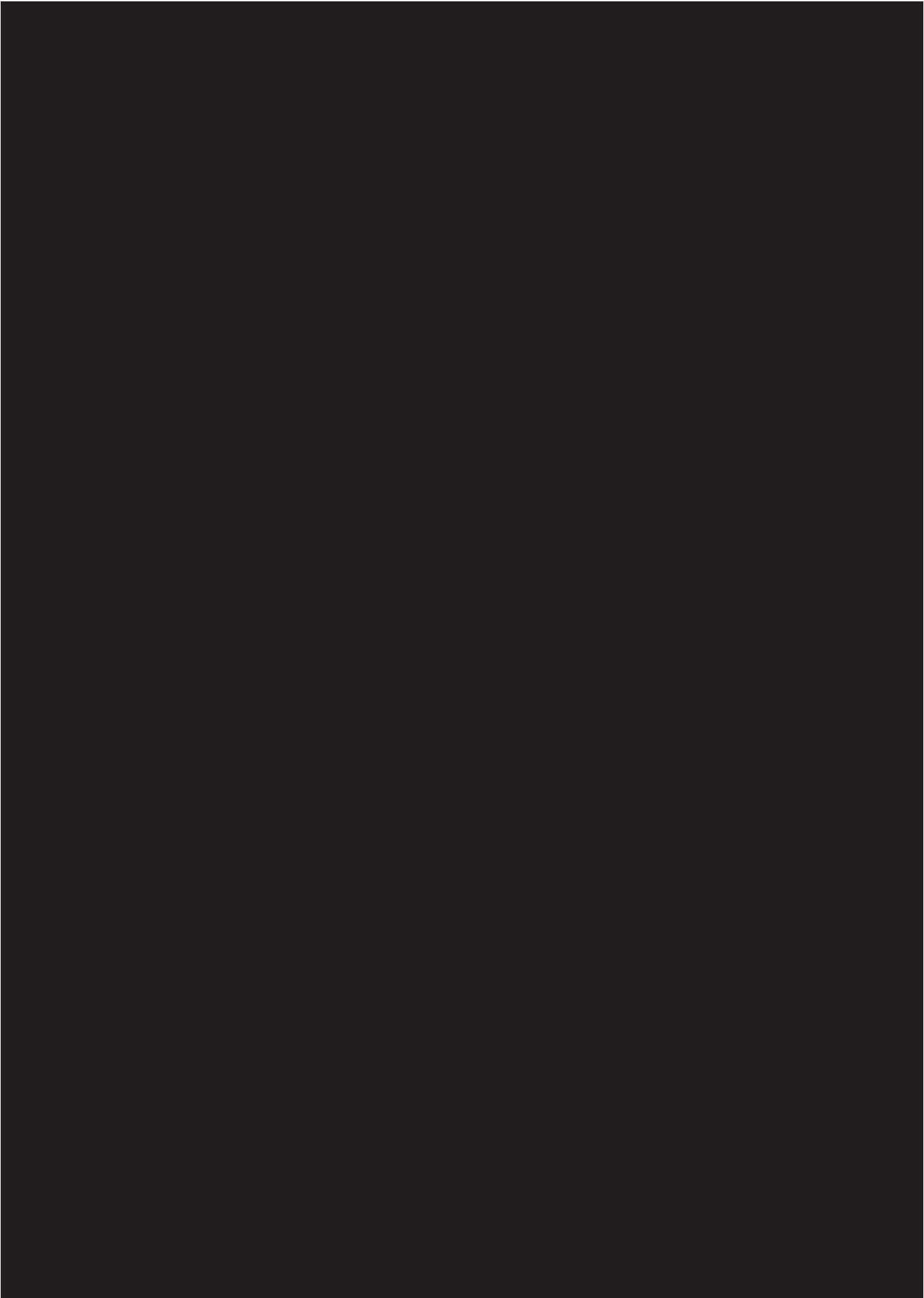












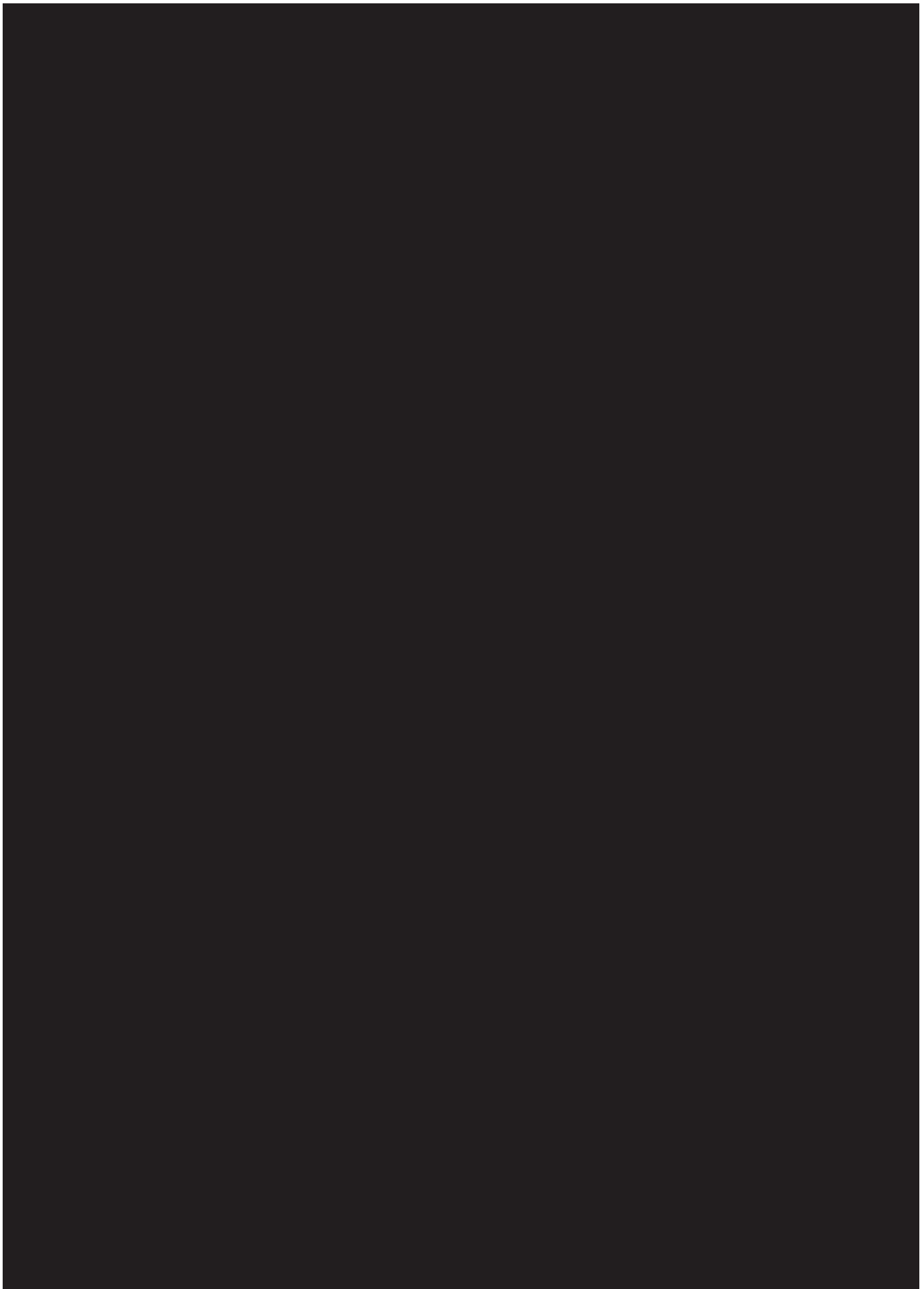




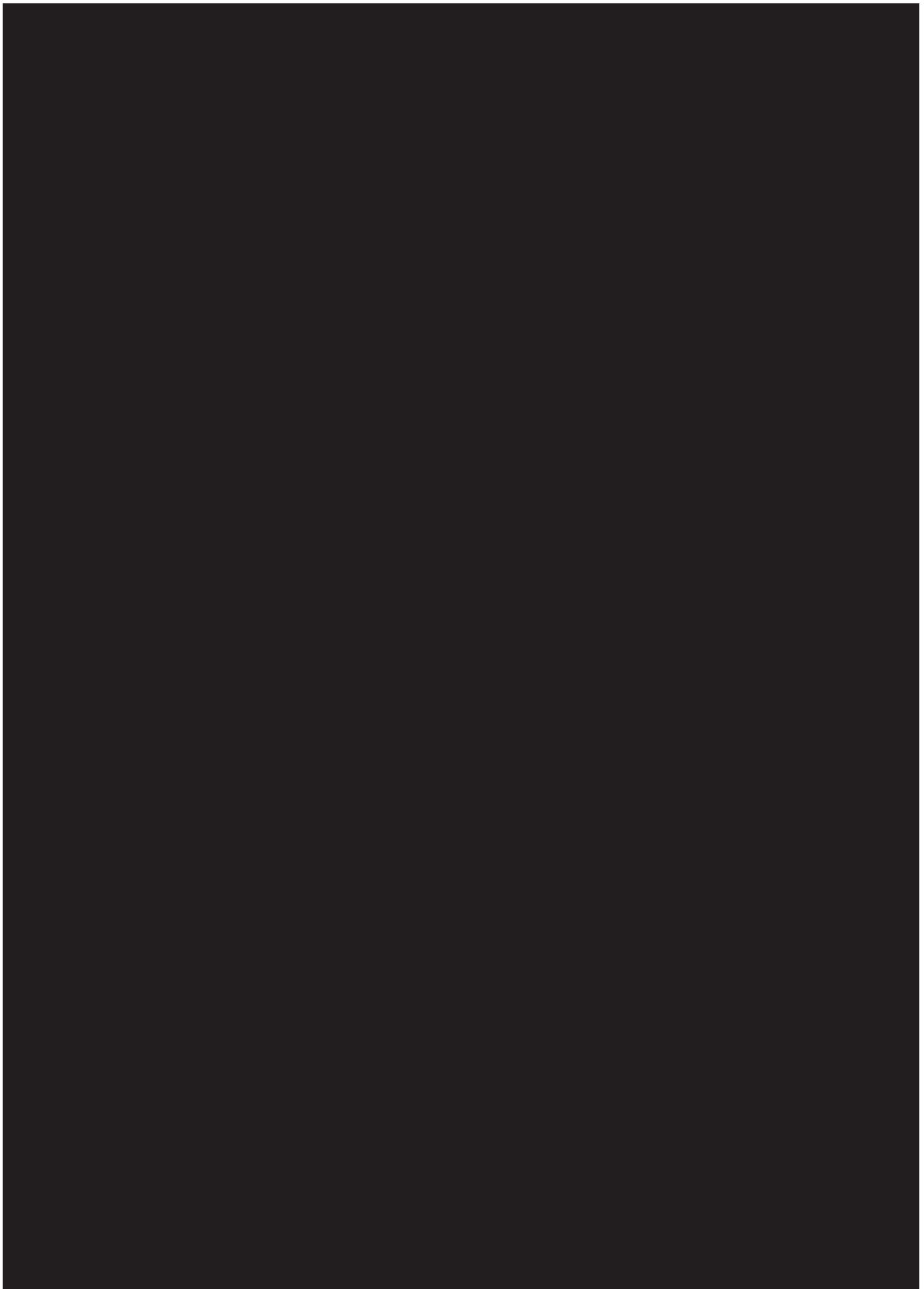


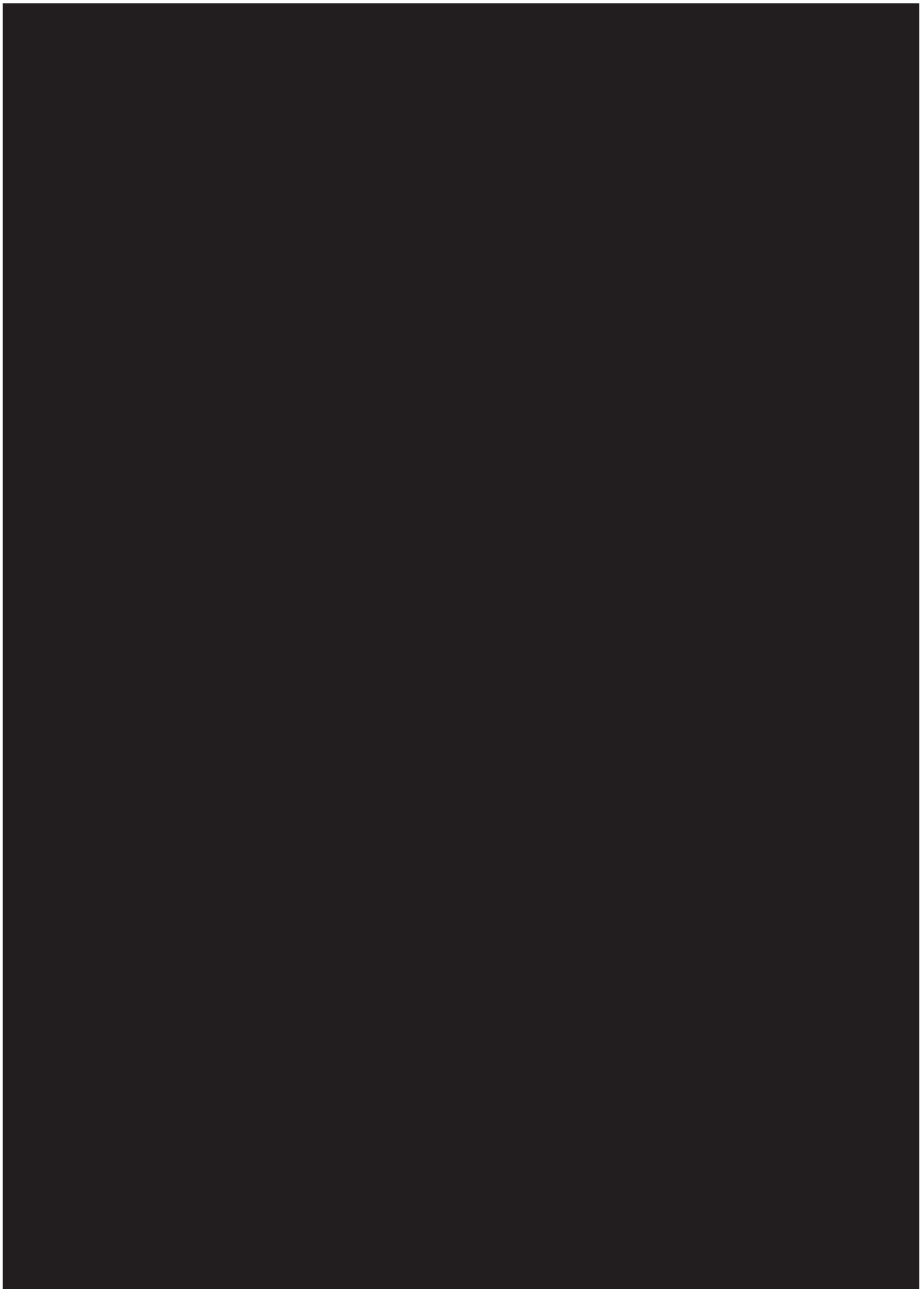


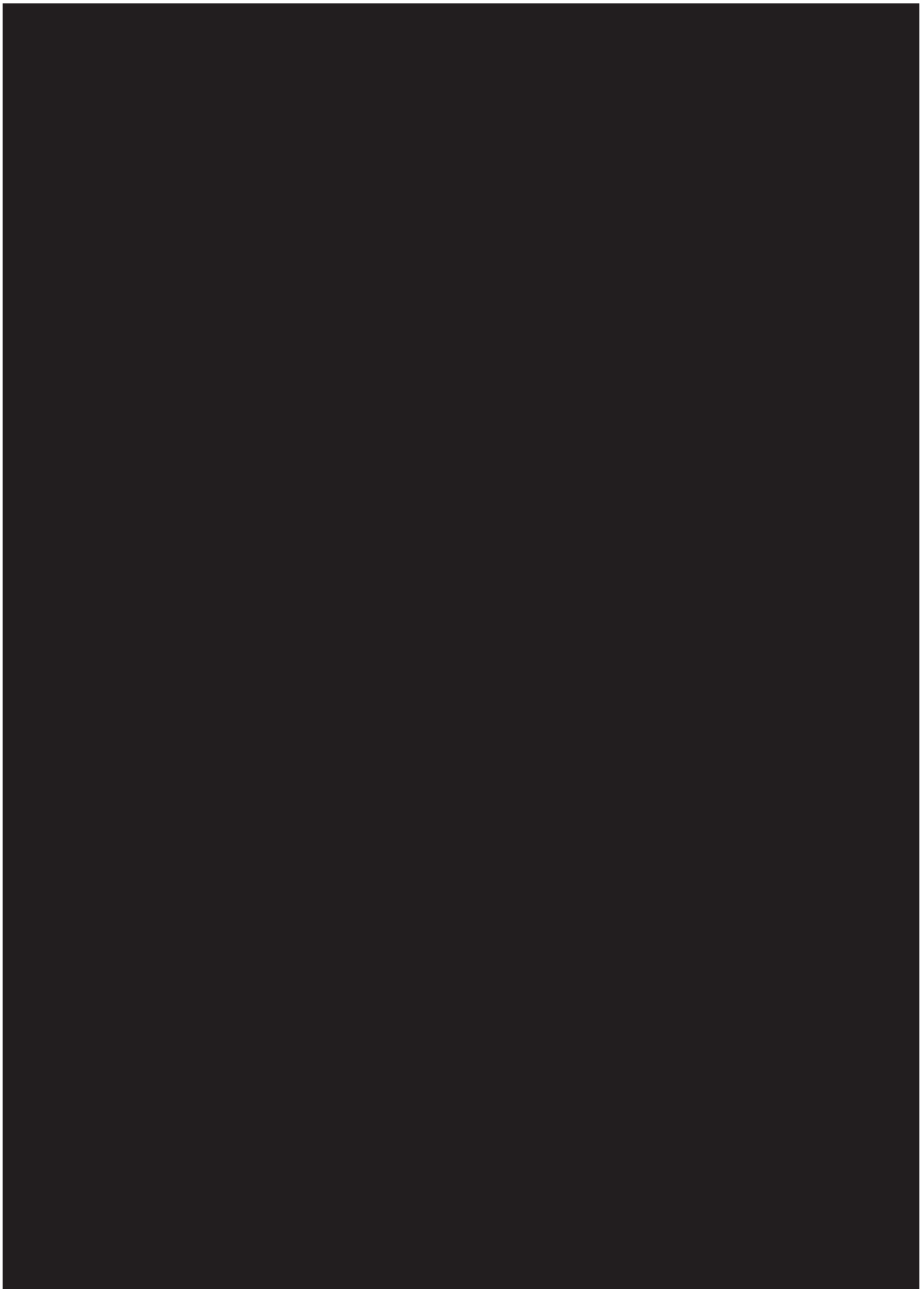






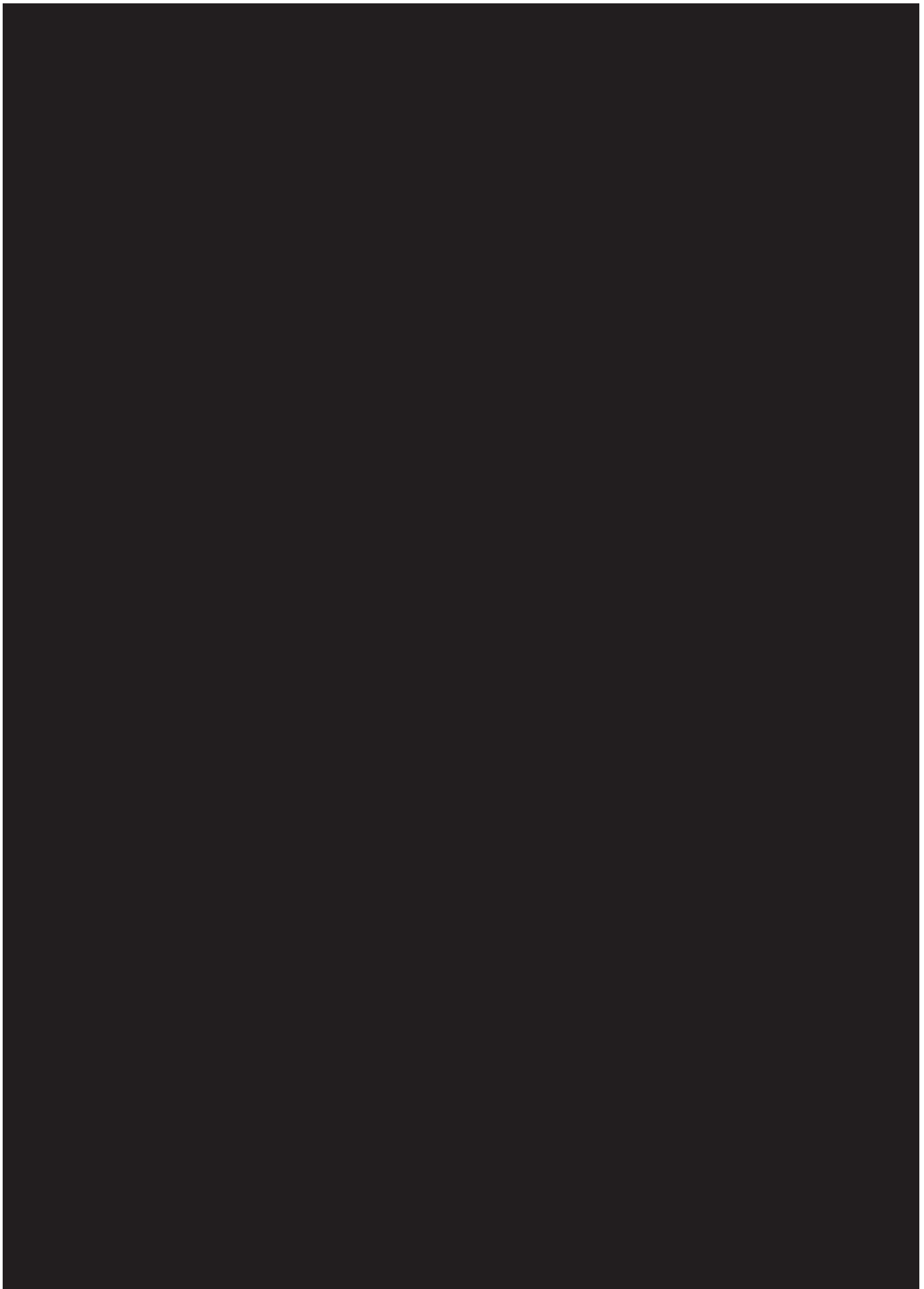








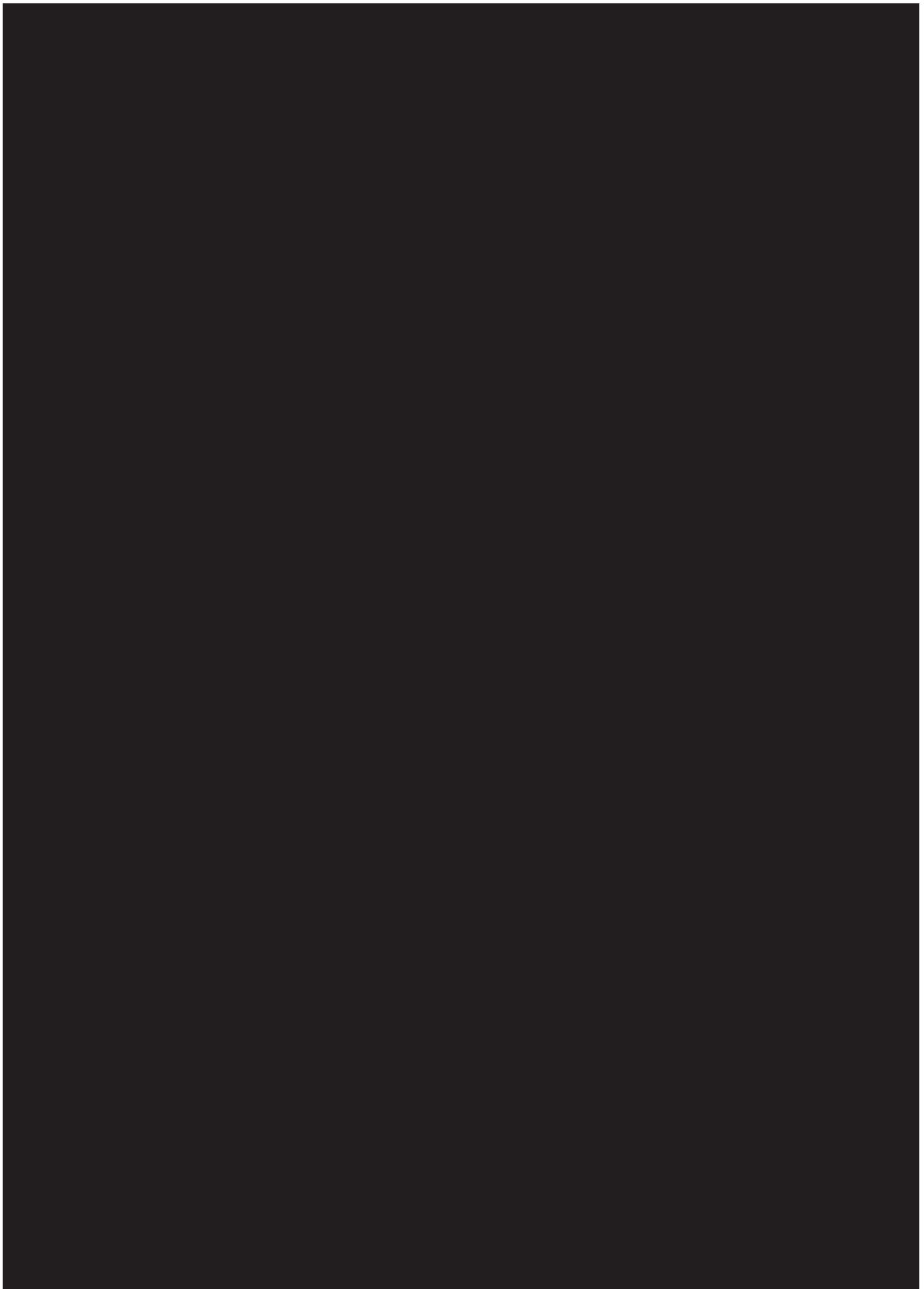


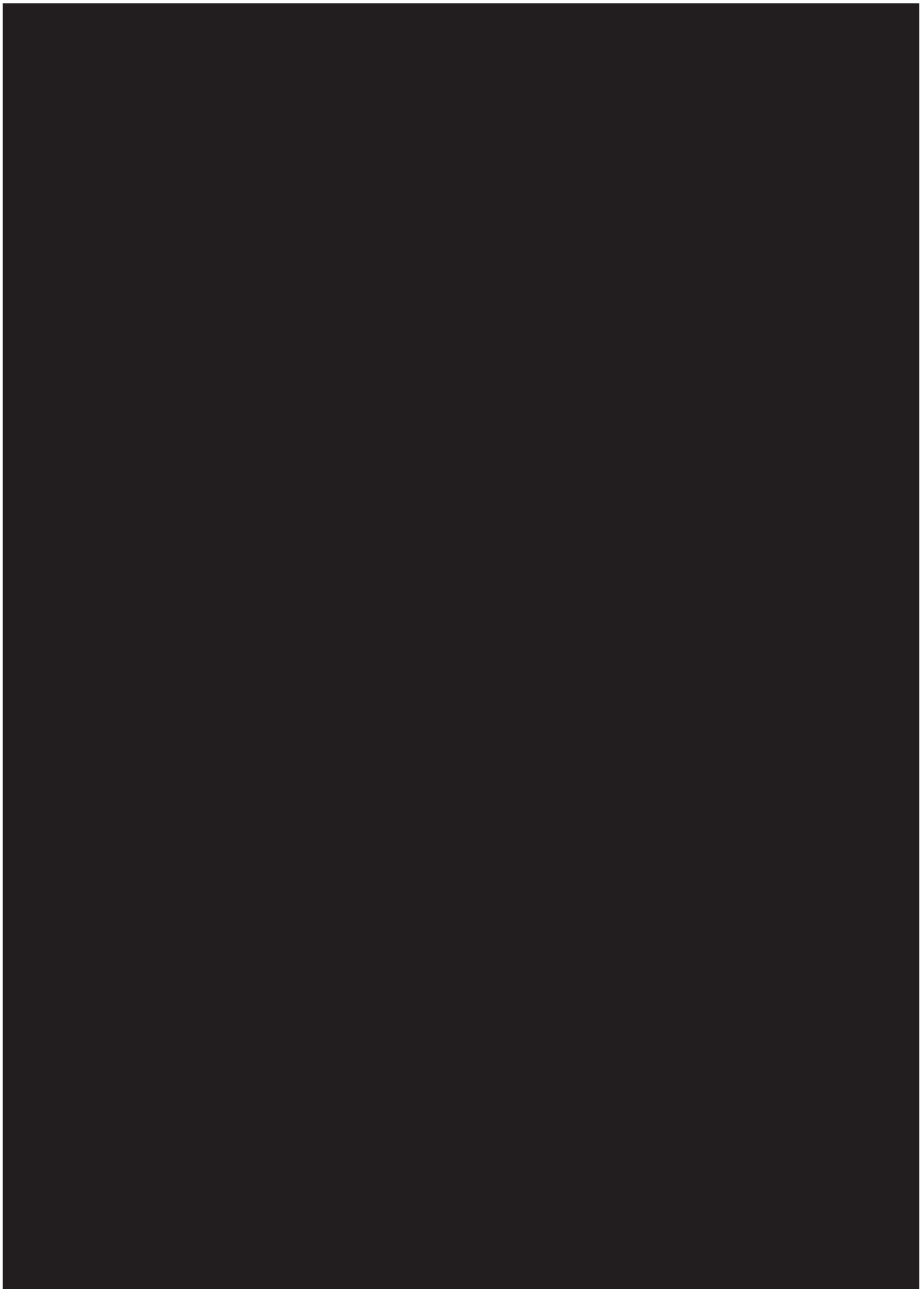


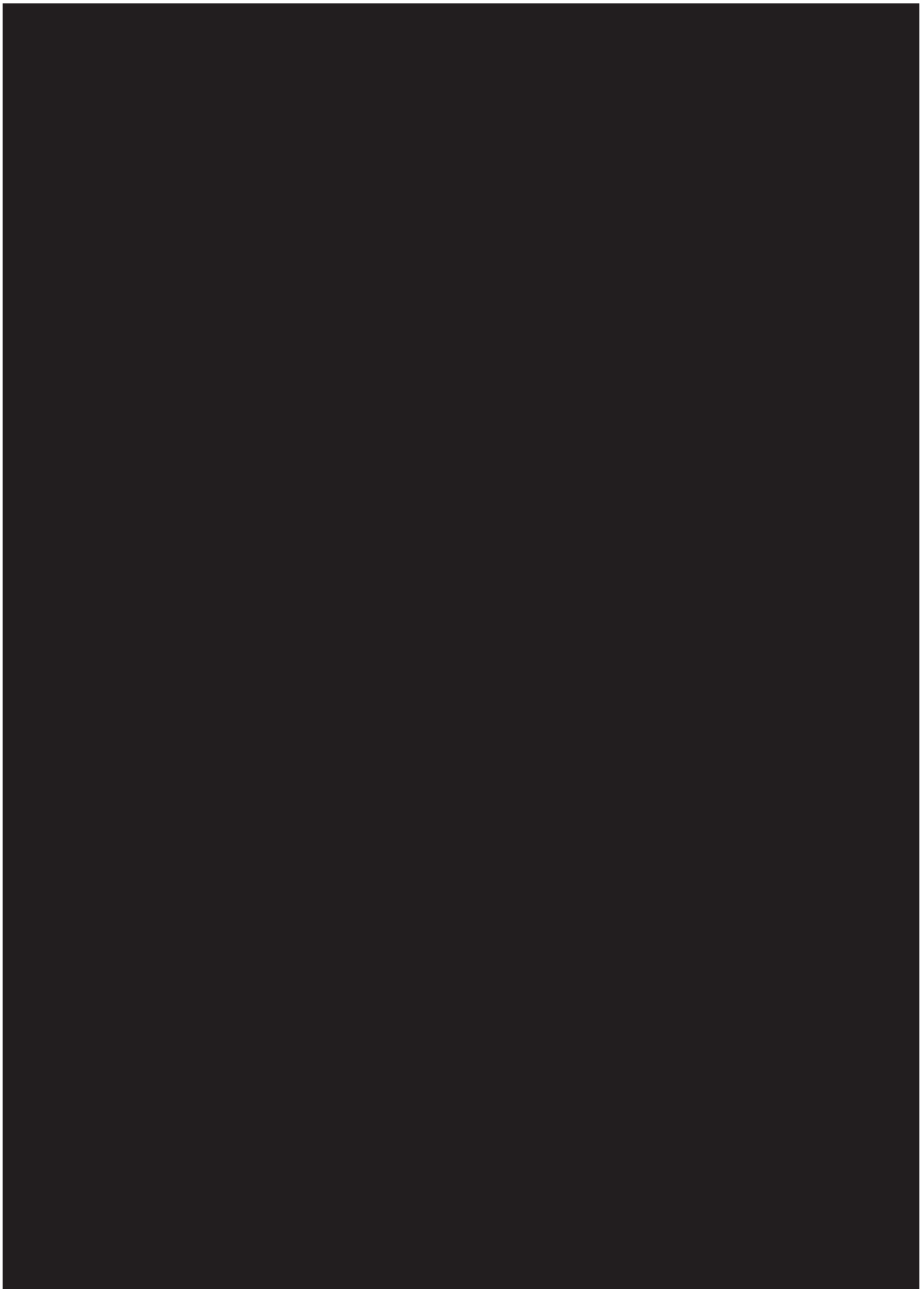
































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the 'information' and 'communication' fields. The 'information' field is defined as:

...the study of the nature, sources, uses, and management of information, and the study of the communication of information. The field includes the study of the social, cultural, and economic aspects of information and communication, and the study of the technical aspects of information and communication systems. (p. 1)

The 'communication' field is defined as:

...the study of the nature, sources, uses, and management of communication, and the study of the communication of information. The field includes the study of the social, cultural, and economic aspects of communication, and the study of the technical aspects of communication systems. (p. 1)

The 'information science' field is defined as:

...the study of the nature, sources, uses, and management of information, and the study of the communication of information. The field includes the study of the social, cultural, and economic aspects of information and communication, and the study of the technical aspects of information and communication systems. (p. 1)

The 'information systems' field is defined as:

...the study of the nature, sources, uses, and management of information, and the study of the communication of information. The field includes the study of the social, cultural, and economic aspects of information and communication, and the study of the technical aspects of information and communication systems. (p. 1)

The 'information technology' field is defined as:

...the study of the nature, sources, uses, and management of information, and the study of the communication of information. The field includes the study of the social, cultural, and economic aspects of information and communication, and the study of the technical aspects of information and communication systems. (p. 1)

The 'information science and technology' field is defined as:

...the study of the nature, sources, uses, and management of information, and the study of the communication of information. The field includes the study of the social, cultural, and economic aspects of information and communication, and the study of the technical aspects of information and communication systems. (p. 1)

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...the study of the nature, sources, uses, and management of information, and the study of the communication of information. The field includes the study of the social, cultural, and economic aspects of information and communication, and the study of the technical aspects of information and communication systems. (p. 1)

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the 'information' and 'communication' fields. The 'information' field is defined as:

Information science is the study of the processes of information creation, organisation, storage, retrieval, dissemination and use, and the development of the theories, methods and tools that support these processes. (p. 1)

The 'communication' field is defined as:

Communication science is the study of the processes of communication, the development of the theories, methods and tools that support these processes, and the development of the theories, methods and tools that support the development of the theories, methods and tools that support these processes. (p. 1)

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the 1990s, the number of people in the world who are under 15 years of age is expected to increase from 1.1 billion to 1.5 billion.

As the world's population grows, the demand for food and other resources will increase. This will put pressure on the environment and on the world's food supply. It is important that we find ways to meet this demand without harming the environment.

One way to do this is to use sustainable agriculture. This means using farming methods that do not harm the environment and that can be continued for a long time.

Another way is to use renewable resources. These are resources that can be replaced naturally, such as wind and solar energy.

Finally, we can reduce our consumption of resources. This means using less of everything we buy and throw away.

By doing these things, we can help to protect the environment and ensure that there is enough food and other resources for everyone in the world.

There are many other things we can do to protect the environment. For example, we can recycle our waste and conserve water.

It is up to us to decide what we want to do. But if we all do our part, we can make a big difference to the world.

Let's all do our part to protect the environment and make the world a better place for everyone.

Thank you for reading this article. I hope you have learned something new and that you will be able to put it into practice.

Yours faithfully,  
[Signature]

[Name]  
[Address]  
[City]  
[Country]

[Phone Number]  
[Email Address]

[Website]

[Social Media Links]

[Footer]





the 'information' and 'communication' fields. The 'information' field is defined as:

...the study of the nature, creation, organisation, storage, retrieval, dissemination and use of information, and the social, cultural, economic and political contexts in which these activities take place. (p. 10)

The 'communication' field is defined as:

...the study of the nature, creation, organisation, storage, retrieval, dissemination and use of communication, and the social, cultural, economic and political contexts in which these activities take place. (p. 10)

The 'information science' field is defined as:

...the study of the nature, creation, organisation, storage, retrieval, dissemination and use of information and communication, and the social, cultural, economic and political contexts in which these activities take place. (p. 10)

The 'information studies' field is defined as:

...the study of the nature, creation, organisation, storage, retrieval, dissemination and use of information and communication, and the social, cultural, economic and political contexts in which these activities take place. (p. 10)

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The 'information management' field is defined as:

...the study of the nature, creation, organisation, storage, retrieval, dissemination and use of information and communication, and the social, cultural, economic and political contexts in which these activities take place. (p. 10)

The 'information policy' field is defined as:

...the study of the nature, creation, organisation, storage, retrieval, dissemination and use of information and communication, and the social, cultural, economic and political contexts in which these activities take place. (p. 10)

The 'information law' field is defined as:

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# Annexure K      Acceptance Certificate



ACCEPTANCE CERTIFICATE - TMRN

1 (2)

Prepared (also subject responsible if other) XXX		No. XXX		
Approved XXX	Checked XXX	Date 2018-08-20	Rev XX	Reference XXX

## Acceptance Certificate TMRN Core Upgrade Project

This is to certify that Ericsson has completed the works for <insert> in accordance with Key Milestone <insert> of the Project Plan. The works were completed on <insert>

Pursuant to the Acceptance Criteria in the Acceptance Plan, this Acceptance Certificate includes the following Acceptance Documentation as attached:

- <insert>

This Acceptance Certificate is subject to acceptance by the Crown as per the terms and conditions specified in the TMRN agreement.

### Appendices:

<insert>

### Attachments:

<insert>

**Acceptance Certificate Date:** <insert>

Crown's Representative  
Contactor's Representative

<Insert Name>

### Customer Acceptance:

Crown Representative Name:	
Crown Representative Signature:	
Actual Completion Date:	

**Note:** Acceptance includes acknowledgment for invoicing for this project as per associated purchase order.

Prepared (also subject responsible if other) XXX		No. XXX		
Approved XXX	Checked XXX	Date 2018-08-20	Rev XXX	Reference XXX

Appendix A – <insert>

Specify any Minor Outstanding Works to be completed:

COLUMN A:  Description of Minor Outstanding Works (if applicable)	COLUMN B:  Describe why these activities are Minor Outstanding Works (Note: describe the impact of the works on each of the subpoints listed in Section 1)	COLUMN C:  Completion Date for each Minor Outstanding Works Item



## Annexure L      Project Change Request



# Project Change Request

PCR #

Core Upgrade Project

---

PCR Name

Date of issue (this version)	
Original date of issue	
Issued by (company & name)	
Crown contact:	
Ericsson contact :	
Priority (High, Medium, Low)	

We refer to the Service Agreement (the **Agreement**) between The Crown in Right of Tasmania and Ericsson Australia Pty Ltd (the Contractor) dated DD/MM/YYYY.

Unless indicated otherwise, capitalised terms used in this Project Change Request (PCR) have the meaning set out in the Agreement.

1. **Short Description of the Project Change Request:**  
*(Short title. If the Change Request involves a Core Upgrade Project Software upgrade or update, please detail current, recommended and latest versions)*
  
2. **Detailed description of the proposed Project Change Request:**  
*(include enough information to get a clear understanding of the Change Request and why it's needed)*
  
3. **Impact of this Project Change Request:***(on the TMRN, or Core Upgrade Project in relation to the Design/Equipment/Core Upgrade Project Software):*
  
4. **Activities associated with this Project Change Request:**  
*(what are the Project Activities and timelines associated with this Change Request?)*
  
5. **Impact of the change on the Core Upgrade Project scope, Deliverables, Key Milestone or Responsibility Allocation Matrix:**  
*(Will it affect the scope, Deliverables, Key Milestone or Milestones or Responsibility Allocation Matrix? If so, how?)*

6. **Dependencies for this Project Change Request:**  
*(what are the dependencies with this request? e.g. resources/Core Upgrade Project Software/Equipment/Services/Design/integration issues)*
7. **Risks or Issues associated with this Project Change Request:**  
*(list all known and reasonably foreseen risks and issues)*
8. **Resources to be provided by Contractor and by the Crown to implement the Project Change Request:**  
*(what resources are needed and when, include dates and duration)*
9. **Impact of the proposed change on other Projects or Services:**  
*(detail any impacts on other Project Activities or the Services)*
10. **Timeline for the commencement and implementation of the Project Change Request:**  
*(include a Project Implementation Plan showing the timelines for each of the Project Activities associated with this Change Request)*
11. **Impact of the change on the Price or Crown ongoing operational costs:**  
*(detail any Price or ongoing Crown cost impacts associated with the Change Request)*

12. **Additional information requested (if any):**  
*(are there any other relevant issues that should be considered such as security, impacts on other Third Parties, workarounds recommended, impact on existing Services etc)*

13. **Change Proposal Approval**

Crown Authorized Signatories				
Name	Position	Signature	Date	Approve/Reject
Crown's Representative				

Ericsson Authorized Signatories				
Name	Position	Signature	Date	Approve/Reject
MS COO				
Engineering Manager				



## Annexure N      Status Report Template



# TMRN Project

## Project Status Report



# MEETING INFORMATION



Item	Topic	Responsibility
1	Welcome and Apologies (including Introductions)	Chair
2	Previous Minutes and Action Items	Chair
3	Quality Assurance Report	
4	Project Status Report	
5	Budget & Actuals	
6	Other Items	
7	Future Planning	
8	Close	

to Annexure B above

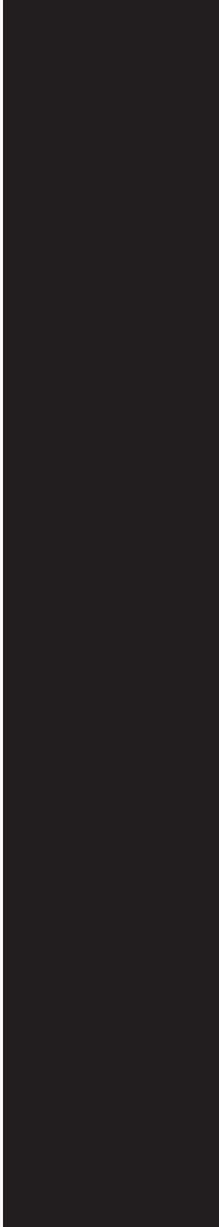


# MEETING PARTICIPANTS

Name	Title	Representing	Role



Sponsor	
Program Director	
Program Stage	



Overall Status	Project Summary
Overall project status is	Project summary includes



# PROJECT REPORT

	Reporting Dashboard	Overall	Scope	Schedule	Issues	Risks	Finance	Resources	Stakeholders
STREAMS	Overall Project								

Reporting Dashboard		Risks / Issues (Per project controls)		Trends		Overall
R	5 days or more late	R	High / Extreme exposure	↔	Balanced	More than two 'A' and or One or more 'R'
A	2 to 4 days late	A	Medium exposure	↘	Declining (bad)	More than two 'A' and no 'R'
G	On track less than 1 day late	G	Low exposure	↗	Improving	Less than two 'A', and no 'R'



# PROJECT REPORT

Risk, Issue, Decision, Change Dashboards

Project Risks		
Item		Value
Total risks identified		
Closed risks		
Open risks		
Project and Operational Issues		
Item		Value
Total issues identified		
Closed issues		
Open issues		
Project Change Control Dashboard		
Item		Value
Identified		
Submitted		
Assessment		
Approved		
Rejected		
Rework		
Closed		
Total changes		0



# KEY ISSUES

Schedule	Type	Description	Severity	Assigned To	Actions to Resolve	Status	Target Date
Other							
Schedule							



# KEY RISKS

ID	Category	Description	Inherent Risk Rating	Owner	Mitigation Strategies/Controls	Post-Mitigation Risk Rating	Comments





# SCHEDULE

Please refer to attachments.



# PROJECT FOCUS

Previous Period Focus	Next Period Focus



**TITLE**

