

Schedule 16 – ETS Interface

(clause 10.20)

1. Definitions

In this Schedule 16 (*ETS Interface*):

Draft ETS Program means the draft ETS program in section 1, Table 1 of Annexure A.

ETS Access Protocols means the access protocols contained in section 2 of Annexure A.

ETS Communications Protocol means the document of that name provided by the Principal to OpCo, as updated by the Principal from time to time.

ETS Maintenance Manuals means the maintenance manuals for the ETS developed by, or on behalf of, the ETS Delivery Partner and provided by the Principal to OpCo, as updated by the Principal or ETS Delivery Partner from time to time and provided to OpCo.

ETS Operational Manuals means the operational manuals for the ETS developed by, or on behalf of, the ETS Delivery Partner and provided by the Principal to OpCo, as updated by the Principal or ETS Delivery Partner from time to time and provided to OpCo.

ETS Program means the schedule to be agreed between the parties and referred to in clause 3.1(b) (as updated in accordance with clause 3.1).

OpCo ETS Works means all works OpCo is required to carry out to facilitate installation of the ETS under:

- (a) clauses 2 to 5; and
- (b) the SSTOM Specification (including section 1.2.2.10 of Particular Specification 01 (*General*)).

Principal ETS Activities means all activities that the Principal or the ETS Delivery Partner and its contractors perform, or are required to perform, relating to the installation, testing, commissioning, operation, replacement, inspection, repair and maintenance of the ETS.

2. Coordination and representation

- (a) OpCo must appoint a single representative to coordinate and deal with matters relating to the ETS.
- (b) The representative referred to in clause 2(a) (or an appropriate replacement) must attend meetings relating to the ETS as requested by the Principal. OpCo acknowledges that this may include regular meetings between the Principal and OpCo and also working group meetings with groups of transport operators and the ETS Delivery Partner.
- (c) OpCo acknowledges that:
 - (i) the Principal has engaged the ETS Delivery Partner to perform part of the Principal ETS Activities on the Sydney Metro Site at the same time as OpCo;
 - (ii) OpCo's Activities will interface with the Principal ETS Activities;
 - (iii) the Principal and the ETS Delivery Partner (or any contractors on behalf of the ETS Delivery Partner) will be executing work on parts of the Sydney Metro Site, or adjacent to the Sydney Metro Site, at the same time as OpCo is performing OpCo's Activities;
 - (iv) the Principal may require OpCo to provide information to it to coordinate the design of the Principal ETS Activities with the SSTOM Works and the Temporary Works, and this must be provided in a timely and accurate manner by OpCo; and
 - (v) any delay in the performance of OpCo's Activities or in OpCo providing information to the Principal's Representative, or co-operating and coordinating with the ETS Delivery Partner, may adversely impact upon, delay or disrupt the ETS Delivery Partner or Sydney Metro – Western Sydney Airport in a way which may lead to the Principal suffering Loss.

- (d) When any information is requested by the Principal, including confirming the compatibility or suitability of the design of, work methods to be used in, or any other aspect of, the Principal ETS Activities with the SSTOM Works, OpCo's Activities or Sydney Metro – Western Sydney Airport, OpCo must:
 - (i) provide the information to the Principal's Representative within the time requested by the Principal, provided that this time is reasonable; and
 - (ii) ensure and warrant (as at the date the information is provided) the information provided is accurate.
- (e) When any information is reasonably requested by OpCo in relation to the Principal ETS Activities, to the extent the Principal is entitled to request and receive such information from the ETS Delivery Partner, the Principal must use its reasonable endeavours to obtain such information from the ETS Delivery Partner.
- (f) OpCo must perform OpCo's Activities so as to minimise any interference with or disruption or delay to the Principal ETS Activities.
- (g) OpCo must promptly advise the Principal's Representative of all matters arising out of the interface between OpCo or OpCo's Activities and the Principal ETS Activities of which OpCo is aware that may have an adverse effect upon OpCo's Activities or the Principal ETS Activities.
- (h) OpCo must use its best endeavours to resolve any issues in relation to the ETS, the OpCo ETS Works and the interface with the Principal ETS Activities, and work closely and iteratively, with the Principal to achieve the best solution to issues.
- (i) Except as expressly stated in this deed, OpCo is not entitled to make, and the Principal and the State will not be liable upon, any Claim against the Principal or the State arising out of or in any way in connection with a direction, information or representation by the ETS Delivery Partner.

3. ETS Program and access

3.1 ETS Program

- (a) Without limiting clause 3.2(a), OpCo must cooperate and work with the Principal and the ETS Delivery Partner regarding access to personnel, the SSTOM Works and Sydney Metro – Western Sydney Airport for all the Principal ETS Activities.
- (b) OpCo must prepare the initial ETS Program for all activities associated with the interface between OpCo's Activities and the ETS that complies with the Draft ETS Program set out in Table 1 of Annexure A, section 2.2 of the General Specification and the Delivery Program. OpCo must ensure that the initial ETS Program includes:
 - (i) all interactions between OpCo, the Principal and the ETS Delivery Partner relating to the interface between OpCo's Activities and the ETS;
 - (ii) all actions relating to the interface between OpCo's Activities and the ETS;
 - (iii) the dependencies referred to in clause 5(c); and
 - (iv) the timing for the delivery of the work as contemplated by the Design Documentation for the OpCo ETS Works.

The initial ETS Program must be submitted by OpCo to the Principal within 20 Business Days of Financial Close.

OpCo must submit each revised version of the ETS Program in a manner and at a frequency which will give the Principal a reasonable opportunity to review the ETS Program and coordinate the Principal ETS Activities, and must incorporate into the ETS Program, programs and time constraints for the Principal ETS Activities notified by the Principal. OpCo, the Principal and the ETS Delivery Partner will meet as required to finalise and agree each ETS Program.

- (c) OpCo will be responsible for maintaining and updating the ETS Program. Subject to clause 3.1(d), the ETS Program may only be amended by the agreement of the parties.

- (d) If the Principal or the ETS Delivery Partner (or a contractor of the Principal or the ETS Delivery Partner) is delayed in achieving completion of the Principal ETS Activities by the relevant date for completion, the Principal may direct amendments to the ETS Program to address the delay.
- (e) Subject to clauses 20 and 30 of the Operative Provisions, if the Principal directs an amendment to the ETS Program in accordance with clause 3.1(d), OpCo agrees that its sole remedy will be the Relief Event described in paragraph (i) of the definition of Relief Event (to the extent that Relief Event applies) and OpCo will have no other Claim against the Principal arising out of or in any way in connection with a direction by the Principal in accordance with clause 3.1(d).
- (f) OpCo must carefully coordinate and interface OpCo's Activities with the Principal ETS Activities and for this purpose:
 - (i) make proper allowance in the Delivery Program for the Principal ETS Activities;
 - (ii) monitor the interface between OpCo's Activities and the Principal ETS Activities;
 - (iii) notify the Principal's Representative of any interface or sequence of activities that may affect the commencement, progress or completion of any stage;
 - (iv) provide the Principal's Representative with sufficient information about the current and expected OpCo's Activities to assist the Principal and the ETS Delivery Partner to coordinate the Principal ETS Activities with OpCo's Activities;
 - (v) provide the Principal and the ETS Delivery Partner with any information or assistance reasonably required by the Principal or the ETS Delivery Partner to assist the performance of the Principal ETS Activities; and
 - (vi) work in accordance with the Interface Management Plan.
- (g) OpCo must at all times be responsible for coordinating OpCo's Activities, including work sequencing, construction methods, safety and industrial relations matters with those affecting, and influenced by, the ETS Delivery Partner and its contractors' personnel and work.

3.2 Provision of access

- (a) In addition to the access rights and obligations in clause 51 of the Operative Provisions, OpCo must provide the Principal and the ETS Delivery Partner and its contractors with access to personnel, the Sydney Metro Site, the SSTOM Works and Sydney Metro – Western Sydney Airport:
 - (i) in accordance with the ETS Program; and
 - (ii) at all times,

in accordance with the ETS Access Protocols for the purpose of all activities associated with the ETS; including inspection, installing, testing, commissioning, operating, maintaining, replacing, upgrading, inspecting or repairing the ETS.
- (b) Without limiting its obligations under clause 10.2 of the Operative Provisions, to the extent that the ETS Delivery Partner or any of its contractors need site access after the OpCo Handover Date, OpCo must provide site access training for the Principal and the ETS Delivery Partner and its contractors, which training is to include general and site specific information relating to the Sydney Metro Site, including details of delivery locations and storage facilities.
- (c) OpCo must during the periods set out in clauses 10.2(d) and 10.2(e) of the Operative Provisions:
 - (i) permit the ETS Delivery Partner and its contractors and the Principal to execute the Principal ETS Activities on the applicable parts of the Sydney Metro Site whether or not this is at the same time as OpCo is performing OpCo's Activities and for this purpose ensure they have safe, clean and clear access to those parts of the Sydney Metro Site required by them for the purpose of carrying out their work including, but not limited to, plant, equipment and materials; and
 - (ii) take all reasonably necessary precautions to ensure that the SSTOM Works, Temporary Works and other improvements on the Sydney Metro Site are

protected from accidental damage by the ETS Delivery Partner or any of its contractors and provide means of receiving, storing and protecting goods and equipment supplied by, or on behalf of, the ETS Delivery Partner, provided that OpCo has been given reasonable notice of the delivery of such goods and equipment.

- (d) OpCo must comply with the ETS Communications Protocol and reasonable directions provided by the Principal from time to time in relation to OpCo's interface and interaction with the Principal and the ETS Delivery Partner in relation to the ETS.
- (e) When the Principal, the ETS Delivery Partner or any contractor of the ETS Delivery Partner exercises rights under this clause 3.2, the Principal must ensure that it, the ETS Delivery Partner and that contractor of the ETS Delivery Partner:
 - (i) complies with the ETS Access Protocols;
 - (ii) does not unreasonably interfere with OpCo (or any Core Contractor) performing OpCo's Activities;
 - (iii) observes all reasonable safety and security constraints notified by OpCo in the ETS Access Protocols; and
 - (iv) without limiting clauses 3.2(e)(i) to 3.2(e)(iii):
 - (A) cooperates with OpCo and the Core Contractors in relation to OpCo's (or any Core Contractor's) compliance with its Accreditation obligations under the Rail Safety National Law and Rail Safety Regulations; and
 - (B) complies with reasonable requirements of OpCo (or any Core Contractor) set out in the ETS Access Protocols in relation to compliance with the Accreditation of OpCo (or any Core Contractor).

4. Design

- (a) OpCo must design the SSTOM Works to be fully compatible with the ETS, including the preparation of Design Documentation, which must be supplied as a standalone ETS design package and complies with the requirements of this deed including section 2.10.5 of Particular Specification 02 (*Built Environment*).
- (b) Further documentation in relation to the ETS will be provided to OpCo in accordance with the ETS Program.

5. Installation, testing and commissioning of the ETS

- (a) OpCo must perform OpCo's Activities relating to the OpCo ETS Works in accordance with the ETS Program.
- (b) Subject to clause 5(a), the Principal must ensure that the ETS is installed, tested and commissioned in accordance with the ETS Program. The ETS Equipment quantities to be installed will be set out in section 3 of Annexure A or as otherwise agreed by the parties.
- (c) OpCo acknowledges that there are dependencies between the OpCo ETS Works and the Principal ETS Activities and that the Principal and the ETS Delivery Partner will not be able to commence, carry out or complete parts of the Principal ETS Activities until:
 - (i) the ETS Delivery Partner has accepted that the OpCo ETS Works meet the requirements of this deed and there are no Defects in the OpCo ETS Works which would prevent installation of ETS Equipment; and
 - (ii) OpCo has provided the work as executed Design Documentation for the OpCo ETS Works to the Principal's Representative.
- (d) OpCo acknowledges that the Principal and the ETS Delivery Partner may conduct such testing as the Principal determines necessary to verify that the ETS performs as required by the Principal.
- (e) OpCo must:

- (i) facilitate the installation, testing and commissioning of the ETS by, or on behalf of, the Principal and the ETS Delivery Partner by:
 - (A) fully cooperating with the ETS Delivery Partner, including providing the ETS Delivery Partner with requested test results and certification of OpCo ETS Works and such reasonable assistance as may be directed by the Principal's Representative;
 - (B) coordinating and providing access in accordance with clause 3; and
 - (C) providing assistance as required by the Principal; and
- (ii) coordinate the SSTOM Works with the installation, testing and commissioning of the ETS by, or on behalf of, the Principal and the ETS Delivery Partner in the Stations,

including in accordance with the ETS Program, the Delivery Program and the SSTOM Specification.

6. Care and maintenance of ETS in Delivery Phase

OpCo is responsible for the care and maintenance of the ETS located within the Construction Site:

- (a) from the later of:
 - (i) the relevant OpCo Handover Date; or
 - (ii) the date that the ETS is delivered or installed in accordance with the ETS Program; and
- (b) until the Date of First Passenger Service.

7. Care and maintenance of ETS in Operations Phase

- (a) From the date of First Passenger Service until the expiry of the Term, OpCo must:
 - (i) operate and maintain the ETS Equipment in accordance with the ETS Maintenance Manuals, the ETS Operational Manuals, the ETS Communications Protocol and the requirements of section 11.4.3.3 of Particular Specification 11 (*Operations and Customer Service*);
 - (ii) support revenue protection activities in accordance with clause 23.10 of the Operative Provisions;
 - (iii) clean the ETS Equipment in accordance with clause 23.16 of the Operative Provisions and section 11.4.3.3 of Particular Specification 11 (*Operations and Customer Service*);
 - (iv) remove Graffiti from and rectify damage and vandalism impacting the ETS Equipment in accordance with clause 23.17 of the Operative Provisions and sections 11.2.1, 11.4.3.3 and 11.5.1 of Particular Specification 11 (*Operations and Customer Service*); and
 - (v) provide mains power and communications for the ETS in accordance with section 1.2.2.10 of Particular Specification 01 (*General*).
- (b) OpCo must provide assistance as required by the Principal to facilitate operation and maintenance of the ETS by, or on behalf of, the Principal and the ETS Delivery Partner, including cash collection services.

8. ETS and policy

- (a) OpCo acknowledges that the ETS may be modified, upgraded, removed or replaced during the Term.
- (b) Nothing in this deed will in any way limit or restrict the ability or power of the Principal, the ETS Delivery Partner, the State or any Authority to:

- (i) develop, install, operate and/or maintain, directly, by sub-contractors or otherwise, any fare or ticketing initiatives or systems;
- (ii) change, extend or deal in any way with the ETS; or
- (iii) implement Government fare or ticketing policies.

9. Information and Data

OpCo acknowledges that the Principal owns all information and data in, collected by and produced by the ETS and that the Principal may use such information and data for any purpose.

