

### List of redactions

The following table lists the basis for all redactions in the contract under section 32 of the *Government Information (Public Access) Act 2009*.

There is no intention to release any of the material redacted in this contract at a later date.

| Page number(s) of redaction | Basis for redaction      |
|-----------------------------|--------------------------|
| 101-103                     | Commercial-in-confidence |
| 105-106                     | Commercial-in-confidence |
| 108-167                     | Commercial-in-confidence |
| 170-353                     | Commercial-in-confidence |
| 356                         | Commercial-in-confidence |

**STANDING OFFER DEED FOR PROFESSIONAL SERVICES (AGREEMENT NO. CW39858)**

**BETWEEN**

**SYDNEY TRAINS  
ABN 38 284 779 682**

**AND**

**PRICEWATERHOUSE COOPERS  
ABN 52 780 433 757**

**Confidential information in this agreement has been redacted as permitted under section 32 of the *Government Information (Public Access) Act 2009*. Redactions are marked where they occur. The basis for each redaction is stated in a list at the end of this document.**



# Standing Offer Deed for Professional Services

Agreement No. CW39858

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**Sydney Trains**  
ABN 38 284 779 682

**PricewaterhouseCoopers**  
ABN 52 780 433 757

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Standing Offer Deed for Professional Services

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## KEY DETAILS

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|          |   |   |
|----------|---|---|
| <b>1</b> | <b>Deed Date</b>  | See Execution page.   |
| <b>2</b> | <b>Parties</b>  |   |
|          | <b>Principal</b>  | Sydney Trains is a New South Wales Government Agency constituted under the <i>Transport Administration Act 1988 (NSW)</i> , ABN 38 284 779 682  |
|          | Address   | Level 20, 477 Pitt Street, Sydney, NSW 2000   |
|          | <b>Supplier</b>   | PricewaterhouseCoopers  |
|          | Address   | ABN 52 780 433 757<br>201 Sussex Street, Sydney New South Wales 2000  |
| <b>3</b> | <b>Term</b><br>(Clauses 1.1 and 2.1)  | 36 Months   |
| <b>4</b> | <b>Extension of Term - Number of additional periods</b><br>(Clause 2.2)     | Zero  |
| <b>5</b> | <b>Extension of Term - Length of each additional period</b><br>(Clause 2.2) | Not Applicable  |
| <b>6</b> | <b>Principal's Representative</b><br>(Clauses 1.1, 6.1 and 8.7)             | Name: Neil Brown, GM Customer Information & Intelligence<br>Street Address: 477 Pitt Street, Sydney 2000<br>Postal Address: PO Box K349, Haymarket NSW 1238<br>Telephone: (02) 8575 0290<br>Mobile: 0477 359 333<br>E-mail: neil.brown@transport.nsw.gov.au |
| <b>7</b> | <b>Supplier's Representative</b><br>(Clauses 1.1, 6.3 and 8.7)              | Name: Adam Lai, Partner<br>Street Address: Darling Park 201 Sussex Street Sydney NSW 2000<br>Postal Address: As above<br>Telephone+61 (2) 8266 6388<br>Mobile: 0400435621<br>E-mail: adam.lai@au.pwc.com  |

- 8 Principal's Contract Manager**  
(Clauses 1.1 and 6.5)
- Operational:**  
Name: Melvin Phan, Program Manager  
Street Address: 477 Pitt Street, Sydney NSW 2000  
Postal Address: PO Box K349, Haymarket NSW 1238  
Telephone: 0428670849  
Mobile: 0428670849  
E-mail: Melvin.phan@transport.nsw.gov.au
- Commercial:**  
Name: Erik Thuesen, Contracts Manager  
Street Address: 477 Pitt Street, Sydney NSW 2000  
Postal Address: PO Box K349, Haymarket NSW 1238  
Telephone: 85750452  
Mobile: 0438437368  
E-mail: erik.thuesen@transport.nsw.gov.au
- 9 Supplier's Contract Manager**  
(Clauses 1.1, 6.6 and 6.7)
- Name: Adam Lai, Partner  
Street Address: Darling Park 201 Sussex Street Sydney NSW 2000  
Postal Address: As above  
Telephone+61 (2) 8266 6388  
Mobile: 0400435621  
E-mail: adam.lai@au.pwc.com

## BACKGROUND

- A The Principal issued a request for proposal for the appointment of suppliers to provide professional services on a standing offer basis.
- B The Supplier lodged a tender proposal to supply professional services to the Principal on a standing offer basis, which was received by the Principal.
- C The Supplier's tender documentation represented to the Principal that the Supplier has the necessary skill, experience, available resources and professional competence to perform professional services in accordance with this Deed.
- D The Supplier has agreed to submit quotations to carry out professional services in accordance with terms set out in this Deed.
- E Upon acceptance by the Principal of a quotation submitted by the Supplier as referred to in paragraph D and the issuing of a Purchase Order by the Principal to the Supplier, the Principal and the Supplier shall be deemed to have entered into a Professional Services Agreement in respect of the Services, in accordance with the terms of this Deed.
- F On and from 1 July 2013 RailCorp's operation and maintenance functions were transferred to the Principal and NSW Trains. However, RailCorp continues to be the holder of rail assets in NSW. The Supplier therefore grants certain rights to both the Principal and RailCorp in accordance with the terms and conditions set out in this Deed.

## TERMS

### 1 Interpretation

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#### 1.1 Definitions

The following words have the following meanings in this Deed, unless the context requires otherwise.

**Business Day** means any day other than a Saturday, Sunday, public holiday in New South Wales or 27, 28, 29, 30 and 31 December of each year.

**Code of Conduct** means the Principal's Code of Conduct which can be obtained from the Principal's website at [http://www.transport.nsw.gov.au/sites/default/files/b2b/sydneytrains/publications/code\\_of\\_conduct\\_2013.pdf](http://www.transport.nsw.gov.au/sites/default/files/b2b/sydneytrains/publications/code_of_conduct_2013.pdf)

or by contacting the Principal's Contract Manager.

**Contract Manager** means the Principal's Contract Manager or the Supplier's Contract Manager as the context requires.

**Deed** means this Standing Offer Deed.

**Deed Date** means the date specified in Item 1 of the Key Details.

**Key Details** means the section of this document headed Key Details.



**Key Performance Indicators or KPIs** mean the key performance indicators set out in Schedule 1.

**Law** means any statutes, regulations, ordinances, by-laws, orders, awards, proclamations and any enforceable policy of an Authority, certificates, licences, consents, permits, approvals and requirements of Authorities (including the ASA Requirements), applicable codes of practice, applicable standards, obligations under the common law and in equity as well as any fees and charges payable in connection with any of the foregoing.

**Normal Working Hours** means the hours between 9:00am and 5:00pm Sydney local time on any Business Day.

**NSW Trains** means NSW Trains ABN 50 325 560 455.

**Personnel** means subcontractors, employees, agents, advisors and other persons engaged by a party to perform the obligations under this Deed.

**Principal's Contract Manager** means the person identified as such in Item 8 of the Key Details, or as otherwise notified by the Principal to the Supplier.

**Principal's Representative** means the person identified as such in Item 6 of the Key Details, or as otherwise notified by the Principal to the Supplier.

**Professional Services Agreement** means a contract formed between the Principal and the Supplier under clause 4.

**Purchase Order** means a notice titled "Purchase Order" issued by the Principal to the Supplier pursuant to clause 3.1(c).

**RailCorp** means Rail Corporation New South Wales ABN 59 325 778 353.

**Services** means the professional services to be executed on an "as-needed" basis from time to time by the Supplier under a Professional Services Agreement formed in accordance with this Deed.

**Statement of Business Ethics** means the Principal's Statement of Business Ethics which can be obtained from the Principal's website at

<http://www.transport.nsw.gov.au/sites/default/files/b2b/aboutus/statement-business-ethics.pdf>

or by contacting the Principal's Contract Manager.

**Statement of Work** means the statement of work described in or attached to the Purchase Order or other document(s) which sets out the Services.

**Supplier** means the party named as such in Item 2 of the Key Details.

**Supplier's Contract Manager** means the person identified as such in Item 9 of the Key Details, or as otherwise replaced by the Supplier in accordance with clause 6.6.

**Supplier's Representative** means the person identified as such in Item 7 of the Key Details, or as otherwise replaced by the Supplier in accordance with clause 6.3. **Term** means the period specified in Item 3 of the Key Details.

## 1.2 Interpretation

The following apply in the interpretation of this Deed, unless the context requires otherwise:

- (a) a reference to the Deed means this Deed and includes any variation or replacement of it;
- (b) a reference to a document includes a reference to that document as amended, novated, assigned or otherwise varied;
- (c) a reference to a statute or other law includes regulations and other instruments under it and any consolidations, amendments, re-enactments or replacements of it;
- (d) the singular includes the plural number and vice versa;
- (e) a reference to a gender includes a reference to each gender;
- (f) the word "person" includes a firm, corporation, body corporate, unincorporated association or a government department or authority, association or other legal entity;
- (g) a reference to a person includes a reference to the person's legal personal representatives, successors, liquidators, trustees in bankruptcy and the like, and permitted assigns;
- (h) an agreement on the part of, or in favour of, two or more persons binds or is for the benefit of them or any one or more of them together and separately;
- (i) a reference to a party means a person who is named as a party to, and is bound to observe the provisions of, this Deed;
- (j) "includes" (or similar wording) means "includes but without limitation";
- (k) where a word or phrase is given a defined meaning in this Deed, any other part of speech or grammatical form in respect of such word or phrase has a corresponding meaning;
- (l) a reference to an act includes an omission and a reference to doing an act includes executing a document;
- (m) headings are for reference only and do not affect the meaning or interpretation of this Deed;
- (n) if any day appointed or specified by this Deed for the payment of any money falls on a day which is not a Business Day, the day so appointed or specified is deemed to be the next day which is a Business Day;
- (o) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (p) a reference to a day is to be interpreted as the 24 hour period ending at midnight at the end of that day; and

- (q) a reference to a clause, schedule or annexure is a reference to a clause of, or a schedule or an annexure to this Deed.

### 1.3 Schedules

Any schedule attached to this Deed forms part of it. If there is any inconsistency between any clause of this Deed and any provision in any schedule, the clause of this Deed prevails.

## 2 Operation

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### 2.1 Term

This Deed commences on the Deed Date and ends at 4.00pm on the last day of the Term unless:

- (a) it is extended pursuant to clause 2.2; or
- (b) it is extended by the further agreement of the parties; or
- (c) this Deed is terminated prior to the end of the Term.

### 2.2 Extension of Term

- (a) The Principal may in its absolute discretion extend the Term by providing written notice to the Supplier prior to the expiry of the then current Term.
- (b) The Supplier grants to the Principal the option to extend the Term of this Deed:
  - (i) by the number of additional periods set out in Item 4 of the Key Details; and
  - (ii) for the length specified in Item 5 of the Key Details.
- (c) Any further Term referred to in clause 2.2(b) will be on the terms and conditions set out in this Deed with the exception of the number of further periods referred to in clause 2.2(b)(i) which will be reduced by the number of periods which have previously expired.

### 2.3 No guarantee of work

The Principal is not, by executing this Deed, bound to engage the Supplier to carry out any Services.

### 2.4 Quotation for supply of Services

- (a) The Supplier warrants and represents that the prices set out in Appendix 9 of the Professional Services Agreement in Schedule 2 will, subject to the terms and conditions set out in the Professional Services Agreement in Schedule 2, apply for the duration of the Term.
- (b) The Supplier must, if requested by the Principal under clause 3.1(a), submit a proposal and a quotation to the Principal for the supply of Services in accordance with the requirements of clause 3.1(b).

## 2.5 Non-exclusive supply

- (a) The Principal entering into this Deed does not imply that the Supplier is the exclusive provider of the professional services to the Principal.
- (b) The Supplier acknowledges and agrees that the Principal can at any time appoint other suppliers to provide the professional services contemplated by this Deed, or professional services similar or equivalent to the professional services and the Supplier will make no objection to any such appointment.

## 2.6 No representation

Any estimates of quantities of the professional services that the Principal may order from the Supplier do not constitute any representation of quantities of the professional services that may be ordered by the Principal and the Supplier does not rely upon any such information that may have been provided to it.

## 3 Purchase Orders

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### 3.1 Purchase Orders

- (a) The Principal may from time to time during the term of this Deed request the Supplier to submit a proposal and a quotation to provide Services.
- (b) Following the receipt of any such request the Supplier shall use all reasonable endeavours to submit to the Principal the proposal and quotation sought by the time specified. Any such proposal or quotation must be:
  - (i) based on the prices set out in Appendix 9 of the Professional Services Agreement in Schedule 2 as particularised in the Purchase Order and the Statement of Work; and
  - (ii) valid for acceptance by the Principal (at its sole discretion), and not withdrawn by the Supplier within the time period stated by the Principal in its request for a proposal and quotation.
- (c) Should the Principal accept the proposal and quotation submitted by the Supplier, it will issue a Purchase Order to the Supplier.
- (d) The Principal may issue Purchase Orders for any volume of Services and the Supplier must supply those Services in accordance with that Purchase Order.

### 3.2 Electronic Documents

- (a) Each party acknowledges that:
  - (i) the Supplier may submit to the Principal the quotation referred to in clause 3.1(b); and
  - (ii) the Principal may issue to the Supplier the Purchase Order referred to in clause 3.1(c),

by electronic means, in accordance with clause 8.7, and the Principal and the Supplier agree that the issue or submission of such documents electronically

(irrespective of whether the relevant document is signed) will be deemed to be of the same effect as if the document had been issued or submitted as a signed hard copy.

- (b) The Supplier must ensure that any documents it provides, including by electronic means, are in the file structure and format for such documents as may be specified by the Principal from time to time.
- (c) The Principal will not be liable to the Supplier or to any other person for any loss or damage suffered in relation to any document transmitted electronically, including any loss or damage under, out of, or in connection with:
  - (i) the transmission of any harmful code (such as viruses) to the Supplier by email (including in any document attached to email); or
  - (ii) any failure by the Principal to notify the Supplier that the Principal may have received any harmful code (such as viruses) from the Supplier in any email (including in any document attached to email).

#### **4 Formation of individual Professional Services Agreements**

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- (a) On each occasion that the Principal accepts a quotation submitted by the Supplier in accordance with clause 3.1(c), the Principal and the Supplier will be deemed to have entered into a separate binding contract on the date determined in accordance with clause 4(b), on the terms, conditions and prices set out in the "Professional Services Agreement" in Schedule 2, as particularised by the Purchase Order and/or the Statement of Work.
- (b) The date on which a Professional Services Agreement under clause 4(a) will be deemed to be formed is the date the Supplier is deemed by clause 8.7 to have received the Purchase Order from the Principal pursuant to clause 3.1(c).
- (c) The Principal and the Supplier must carry out their respective obligations under each Professional Services Agreement formed in accordance with clause 4(a) from the date on which the Professional Services Agreement is deemed to be formed by clause 4(b).

#### **5 Order of precedence**

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In the case of conflict between any of the documents constituting this Deed, the order of precedence shall be the order set out below:

- (a) this Deed;
- (b) the Professional Services Agreement; and
- (c) the Key Performance Indicators.

## **6 Deed Management**

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### **6.1 Principal's Representative**

- (a) The Principal must ensure that at all times there is a Principal's Representative who:
  - (i) may exercise all of the powers of the Principal under this Deed; and
  - (ii) may by notice in writing to the Supplier, delegate any of the Principal's Representative's powers, except the power to delegate.
- (b) The Principal may name another person as its Representative by notice in writing to the Supplier. The appointment of the person named in the notice as the Principal's Representative will be effective from the date that notice is given to the Supplier in accordance with clause 8.7.
- (c) The parties acknowledge and agree that the Principal's Contract Manager has been appointed as a delegate by the Principal's Representative to exercise the powers specifically conferred on the Principal's Contract Manager by this Deed.

### **6.2 Directions by the Principal's Representative**

- (a) The Principal's Representative must issue any direction to the Supplier in writing except where otherwise specified in this Deed.
- (b) The Supplier must comply, and ensure that its Personnel comply, with all reasonable instructions given by the Principal or the Principal's Representative with respect to performing the Services, including directions in relation to:
  - (i) compliance by the Supplier or its Personnel with any Law concerning safety; and
  - (ii) any practice or procedure of the Supplier or its Personnel that the Principal considers is unsafe.

### **6.3 Supplier's Representative**

- (a) The Supplier must ensure that at all times there is a Supplier's Representative who:
  - (i) may exercise all of the powers of the Supplier under this Deed; and
  - (ii) may by notice in writing to the Principal, delegate any of its powers except the power to delegate.
- (b) The Supplier may only replace any person named as its Supplier's Representative with the Principal's consent (which will not be unreasonably withheld) and provided that:
  - (i) the person proposed as the replacement for the Supplier's Representative is of an equal or higher seniority as the currently nominated Supplier's Representative; and

- (ii) the change in the person proposed as the replacement for the Supplier's Representative will not adversely affect the quality of the relationship between the Principal and the Supplier.
- (c) The Supplier must obtain the Principal's written consent to the person proposed as the replacement for the Supplier's Representative, prior to the person named as the Supplier's Representative ceasing to act in this role either temporarily or permanently, or as soon as practicable after the person named as the Supplier's Representative ceases to act in the role.
- (d) The Supplier must ensure that the Supplier's Representative is contactable telephonically at all times and is available to meet during Normal Working Hours other than at the time of an emergency when a meeting may be required at any time by the Principal's Representative and otherwise at all other times on reasonable notice by the Principal's Representative.
- (e) The parties acknowledge and agree that the Supplier's Contract Manager has been appointed as a delegate by the Supplier's Representative for the purposes of this clause 6.3.

#### **6.4 Role of the Contract Manager**

Each party must appoint a person as its Contract Manager to represent it as required under this Deed.

#### **6.5 Principal's Contract Manager**

The Principal acknowledges that, in order for the Supplier to effectively provide the Services, the Principal's Contract Manager must be:

- (a) able to make day to day decisions relating to the provision of the Services;
- (b) contactable by the Supplier during Normal Working Hours other than at the time of an emergency when a meeting may be required at any time and otherwise at all other times on reasonable notice by the Supplier's Contract Manager;
- (c) available for regular meetings with managers and representatives of the Supplier; and
- (d) fully acquainted with the Services and all aspects of this Deed.

#### **6.6 Replacement of the Supplier's Contract Manager**

- (a) The Principal may, in its reasonable discretion, request the replacement of the Supplier's Contract Manager.
- (b) The Supplier must replace its Contract Manager if requested to do so by the Principal.
- (c) The Supplier must not remove or replace its Contract Manager without the prior written consent of the Principal unless that Contract Manager ceases to be employed by the Supplier.

## 6.7 Requirements of the Supplier's Contract Manager

The Supplier must ensure that the Supplier's Contract Manager:

- (a) has the authority to make any decisions relating to the provision of the Services;
- (b) is contactable by the Principal during Normal Working Hours other than at the time of an emergency when a meeting may be required at any time and otherwise at all other times on reasonable notice by the Principal's Contract Manager;
- (c) is available for regular meetings with managers and representatives of the Principal as required by the Principal;
- (d) is fully acquainted with the Services and all aspects of this Deed;
- (e) upon request by the Principal, prepares any required report regarding compliance with this Deed by the Supplier;
- (f) accepts principal responsibility for preparing all necessary reports pursuant to this Deed; and
- (g) notifies the Principal if it becomes reasonably apparent at any stage that the Services or any component of the Services:
  - (i) may produce inconsistent or unintended consequences for the Principal;
  - (ii) may breach the rights of any third party; or
  - (iii) may be inappropriate for operation in conjunction with, or otherwise incompatible with, the Principal's technology, business, systems or processes.

## 6.8 Key Performance Indicators

- (a) The Supplier must comply with the KPIs as amended or expanded by the Principal from time to time.
- (b) The Supplier must report to the Principal's Contract Manager as required by the Principal, in the form of a KPI performance report which:
  - (i) provides an analysis of the performance of the Supplier in meeting the KPIs;
  - (ii) identifies any non-compliances;
  - (iii) proposes an action plan to remedy non-compliances and implement continuous improvements; and
  - (iv) reports on whether the Supplier has implemented any previous action plan and, if not, the extent of non-compliance.
- (c) The Supplier acknowledges and agrees that:
  - (i) the Principal will review each KPI performance report to assess the level



of compliance by the Supplier with the KPIs;

- (ii) it must provide any action plan required by the Principal and must implement and comply with any action plan required by the Principal; and
  - (iii) the Principal may amend the KPIs provided that the Supplier has been consulted by the Principal in respect of the amended KPIs, including being advised of the reasons for the amendment.
- (d) The Contract Managers must meet when required by the Principal, to monitor and review the Supplier's performance under this Deed and the KPIs and, if required by the Principal, the Supplier's compliance with any action plan. The Supplier's Contract Manager must contact the Principal's Contract Manager to instigate this review.

## **7 Termination**

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### **7.1 Termination of this Deed**

- (a) Without prejudice to any other right or remedy that the Principal may have under this Deed or otherwise, the Principal's Representative may by written notice terminate this Deed with immediate effect if:
  - (i) the Supplier:
    - (A) breaches a term of this Deed and fails to remedy the breach within 10 Business Days after receiving written notice from the Principal to do so; or
    - (B) breaches a term of this Deed that in the Principal's opinion is incapable of remedy; or
    - (C) fails to comply with a KPI action plan required by the Principal pursuant to clause 6.8; or
    - (D) engages in conduct that is corrupt, whether in relation to this Deed, any Professional Services Agreement formed in accordance with clause 4 of this Deed, or otherwise; or
    - (E) engages in any behaviour that in the Principal's reasonable opinion, is in breach of the Principal's Code of Conduct or Statement of Business Ethics; or
  - (ii) any separate Professional Services Agreement is terminated by the Principal.
- (b) Without limiting of otherwise restricting clause 7.1(a), the Principal may at any time for its sole convenience, and for any or no reason, terminate this Deed without cause by giving the Supplier not less than 10 Business Days notice in writing. Without limiting or otherwise restricting clause 7.1(c), the Principal will have no liability to the Supplier for any costs, claims or amounts whatsoever arising out of or in respect of the termination of this Deed pursuant to this clause 7.1(b).

- (c) The Principal and the Supplier agree that if this Deed is terminated, discharged or becomes frustrated, any separate Professional Services Agreement formed in accordance with clause 4 of this Deed will not be affected and must be fulfilled in accordance with the terms of the relevant Professional Services Agreement, unless the relevant Professional Services Agreement is terminated in accordance with its terms or the parties otherwise agree in writing. Termination of this Deed will not prevent either party from relying on rights accrued under this Deed prior to such termination.

## 7.2 Termination of a Professional Services Agreement

Subject to clause 7.1(a), the Principal and the Supplier agree that the termination, discharge or frustration of any of the separate Professional Services Agreements formed in accordance with clause 4 of this Deed will not affect the operation of this Deed or the operation of any other Professional Services Agreement formed in accordance with clause 4 of this Deed. Termination of a Professional Services Agreement will not prevent either party from relying on rights accrued under the Professional Services Agreement prior to termination of that Professional Services Agreement.

## 8 Miscellaneous

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### 8.1 Amendments to the Deed

This Deed may only be amended or varied by a deed executed by the parties.

### 8.2 Severability

If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect, the remaining provisions shall in no way be impaired or affected thereby.

### 8.3 Governing Law and Jurisdiction

This Deed is subject to and construed in accordance with the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

### 8.4 Further Assurances

Each party must do all things and execute all further documents necessary to give full effect to this Deed.

### 8.5 Counterparts

This Deed may be executed in any number of counterparts. All counterparts, taken together, constitute one instrument. A party may execute this Deed by signing any counterpart.

### 8.6 No representations

- (a) Each party acknowledges that no party (nor any person acting on its behalf) has made any representation or other inducement to it to enter into this Deed, except for representations or inducements expressly set out in this Deed.

- (b) Each party acknowledges and confirms that it does not enter into this Deed in reliance on any representation or other inducement by or on behalf of any other party, except for any representation or inducement expressly set out in this Deed.

## 8.7 Notices

- (a) Notices including any Purchase Order, quotation or notice of acceptance of a quotation (under clauses 3.1(a), 3.1(b) or 3.1(c) as relevant) must be in writing and delivered to or sent by pre-paid post, email or facsimile to the address, email address or fax number and to the attention of the person set out in Item 6 or 7 of the Key Details (as the context requires) unless a substitute person and address, email address or fax number has been notified in writing by a party to the other party.
- (b) The parties agree that a notice will be deemed received:
  - (i) if delivered by hand, on the date of delivery;
  - (ii) if sent by pre-paid post, 3 Business Days after posting; or
  - (iii) if sent by facsimile, on confirmation of correct transmission of facsimile; or
  - (iv) if sent by email, the date for receipt of an "electronic communication" that would be determined if section 13A of the *Electronic Transactions Act 2000 (NSW)* were to apply in respect of the email,

provided that any notice personally delivered or sent by facsimile or electronically after 5.00pm on any Business Day will be deemed to have been validly delivered at 9.00am on the next Business Day.

- (c) A notice sent by facsimile or email will be deemed to be in writing for the purposes of this clause.

## 8.8 Piggybacking

If any government agency (as defined in the *Public Sector Employment and Management Act 2002 (NSW)* or a public body as defined in clause 21C of the *Public Sector Employment and Management Regulation 2009* requires the Supplier to supply to it the Services then the Supplier agrees that it will enter into a separate customer contract with that government agency or public body on terms provided in this deed as though the Principal entered into this deed on behalf of that government agency or public body, having regard only to necessary changes to reflect that the Services are to be supplied to the government agency or public body.

**EXECUTION**

**Executed** as a deed on the date that the last party signs this Deed.

**Signed** for and on behalf of Sydney Trains (ABN 38 284 779 682) by its authorised delegate in the presence of:

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

\_\_\_\_\_  
Signature of authorised delegate

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Name of authorised delegate

\_\_\_\_\_  
Position of authorised delegate

\_\_\_\_\_  
Date:

**Signed** by PricewaterhouseCoopers (ABN 52 780 433 757) by an authorised person/partner in the presence of:

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

\_\_\_\_\_  
Signature of authorised person

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Name of authorised person/partner

\_\_\_\_\_  
Date:

**Schedule 1 - Key Performance Indicators**

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Refer Schedule 2 - Terms of Professional Services Agreement, Appendix 4 - Key Performance Indicators

**Schedule 2 - Terms of Professional Services Agreement**

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# Professional Services Agreement

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**PART 1 – KEY DETAILS**


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**1 Parties**

|                  |  |
|------------------|--|
| <b>Principal</b> | Sydney Trains is a New South Wales Government Agency constituted under the <i>Transport Administration Act 1988 (NSW)</i> ABN 38 284 779 682 |
| Address          | Level 20, 477 Pitt Street, Sydney, NSW 2000  |
| <b>Supplier</b>  | PricewaterhouseCoopers   |
| Address          | ABN 52 780 433 757<br>201 Sussex Street, Sydney New South Wales 2000   |

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|   |  |
|---|--|
| <b>2 Commencement Date</b><br>(Clauses 1.1, 4.1 and 6.1(a)) | As specified in the Statement of Work. |
|---|--|

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|  |  |
|--|--|
| <b>3 Services Term</b><br>(Clauses 1.1 and 6.1(b)) | As specified in the Statement of Work. |
|--|--|

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|   |  |
|---|--|
| <b>4 Milestones</b><br>(Clauses 1.1 and 6.1(c)) | As specified in the Statement of Work. |
|---|--|

---

|  |   |
|--|---|
| <b>5 Security</b><br>(Clauses 1.1 and 2.1) | See Statement of Work for whether applicable, and if applicable, the amount of security required. |
|--|---|

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|   |  |
|---|--|
| <b>6 Parent Company Guarantee</b><br>(Clause 2.6) | As specified in the Statement of Work.<br><br>If the Statement of Work states that a parent company guarantee is applicable then Appendix 8 applies. |
|---|--|

---

|  |   |
|--|---|
| <b>7 Fixed Price Period</b><br>(Clauses 1.1 and 7.2) | As specified in the Statement of Work.<br><br><i>If no period is specified, the default position of 12 months will apply.</i> |
|--|---|

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|   |  |
|---|--|
| <b>8 Liquidated damages</b><br>(Clause 6.4) | As specified in the Statement of Work. |
|---|--|

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|            |  |   |
|------------|--|---|
| <b>9</b>   | <b>Principal's Representative</b><br>(Clauses 1.1 and 15.1)        | As specified in the Statement of Work.  |
| <b>10</b>  | <b>Supplier's Representative</b><br>(Clauses 1.1 and 15.3)         | As specified in the Statement of Work.  |
| <b>11</b>  | <b>Principal's Contract Manager</b><br>(Clauses 1.1 and 15.5)      | As specified in the Statement of Work.  |
| <b>12</b>  | <b>Supplier's Contract Manager</b><br>(Clauses 1.1, 15.6 and 15.7) | As specified in the Statement of Work.  |
| <b>13</b>  | <b>Key Personnel</b><br>(Clauses 1.1 and 4.3)                      | As specified in the Statement of Work.  |
| <b>14</b>  | <b>Worksite</b><br>(Clauses 1.1 and 3)                             | As specified in the Statement of Work.  |
| <b>15</b>  | <b>Time for Payment</b><br>(Clauses 1.1 and 8.7)                   | As specified in the Statement of Work.<br><br><i>If no time is specified, the default time is the last Business Day of the month following the month in which the invoice is received, unless otherwise directed in writing to the Supplier by the Principal's Contract Manager.</i>  |
| <b>15A</b> | <b>ASA Authorisation</b><br>(Clauses 1.1 and 4.2)                  | No Applicable   |
| <b>16</b>  | <b>Key Performance Indicators</b><br>(Clauses 1.1 and 4.7)         | As specified in the Statement of Work.<br><br><i>If nothing is specified, the default position is that the Supplier must provide a KPI Performance Report at the end of each month and the Principal's Contract Manager and the Supplier's Contract Manager are to meet every 3 months, unless otherwise agreed in writing by the Principal's Contract Manager.</i> |

|            |   |   |
|------------|---|---|
| <b>16A</b> | <b>Deed Poll</b><br>(Clause 4.8)                            | Deed Poll required: No                      |
| <b>17</b>  | <b>Public liability insurance</b><br>(Clause 14.1(a))       | \$10 Million per occurrence                 |
| <b>18</b>  | <b>Professional indemnity insurance</b><br>(Clause 14.1(b)) | \$10 Million per occurrence                 |
| <b>19</b>  | <b>Other insurances required</b><br>(Clause 14.1(d))        | Workers' Compensation Insurance - Unlimited |

**Appendix 1 - The Principal's policies and procedures and related Supplier obligations**

|           |  |   |
|-----------|--|---|
| <b>20</b> | <b>Quality management system</b>       | As specified in the Statement of Work.<br><br><i>If no standard is specified, the default standard is the more onerous of the NSW Government Guidelines relating to a quality management system and AS/NZS ISO 9001.</i>          |
| <b>21</b> | <b>Work Health &amp; Safety System</b> | As specified in the Statement of Work.<br><br><i>If no standard is specified, the default standard is the more onerous of the NSW Government Guidelines relating to an Occupational Health and Safety System and AS/NZS 4801.</i> |
| <b>22</b> | <b>Environmental management system</b> | As specified in the Statement of Work.<br><br><i>If no standard is specified, the default standard is the more onerous of the NSW Government Guidelines relating to an environmental management system and AS/NZS ISO 14001.</i>  |

Standing Offer Deed for Professional Services

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**Appendix 2 - The Principal's requirements for working in the Rail Corridor**

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|           |                                 |                |
|-----------|---------------------------------|----------------|
| <b>23</b> | <b>Rail Corridor<br/>Access</b> | Not Applicable |
|-----------|---------------------------------|----------------|

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## PART 2 – GENERAL TERMS AND CONDITIONS

### 1 Definitions and Interpretation

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#### 1.1 Definitions

The following words have the following meanings in this Agreement, unless the context requires otherwise.

**AEO** means an authorised engineering organisation who the ASA has issued an ASA Authorisation.

**Agreement** means this agreement between the Principal and the Supplier comprising of the following documents:

- (a) Part 1 - Key Details;
- (b) Part 2 - General Terms and Conditions (but excluding all Appendices);
- (c) the Appendices;
- (d) the Purchase Order; and
- (e) the Statement of Work.

**Agreement Date** means the date on which the Principal accepts a quotation from the Supplier pursuant to the process outlined in clause 4 of the Standing Offer Deed.

**ASA** means the Asset Standards Authority which is the network design and standards authority for NSW Rail Assets, established within Transport for NSW.

**ASA Authorisation** means an authorisation issued by the ASA to a person which verifies that it has relevant systems in place to carry out the class of Asset Lifecycle work specified in the authorisation, subject to any conditions of the authorisation.

**ASA Requirements** means the standards, plans, processes, procedures, instructions, requirements and guidance material (in whatever form) published externally or notified by the ASA in the exercise of its functions including any:

- (a) network and asset standards (including both technical and maintenance standards);
- (b) requirements for policies and processes in relation to ASA Authorisation;
- (c) asset management plans, systems and processes;
- (d) configuration control processes;
- (e) asset and configuration data condition requirements; and
- (f) asset and condition reporting requirements.

**Asset Lifecycle** includes the whole of lifecycle activities and activities that are specific to a phase or several phases during a lifecycle, and includes:

- (a) concept, feasibility and total asset planning;
- (b) design and design review;
- (c) construction, installation, fabrication and manufacture;
- (d) systems engineering and systems integration;
- (e) inspecting, testing and commissioning;
- (f) maintenance;
- (g) modification; and
- (h) decommissioning, demolition and disposal,

and includes assurance of such activities including safety assurance.

**Authority** means a statutory authority, statutory corporation, government or semi-government body (including the ASA), utility service provider or recognised provider of emergency services.

**Business Day** means any day other than a Saturday, Sunday, public holiday in New South Wales or 27, 28, 29, 30 and 31 December of each year.

**Client Trust** has the meaning provided for in clause 11.1(k).

**Code of Conduct** means the Principal's Code of Conduct which can be obtained from the Principal's website at

[http://www.transport.nsw.gov.au/sites/default/files/b2b/sydneytrains/publications/code\\_of\\_conduct\\_2013.pdf](http://www.transport.nsw.gov.au/sites/default/files/b2b/sydneytrains/publications/code_of_conduct_2013.pdf)

or by contacting the Principal's Contract Manager.

**Code of Practice for Procurement** means the New South Wales Government's Code of Practice for Procurement which can be obtained from the NSW Government Procurement website at

<https://www.procurepoint.nsw.gov.au/documents/code-practice-procurement-current-issue-2005>

or by contacting the Principal's Contract Manager.

**Commencement Date** means the commencement date for the Services specified in Item 2 of the Key Details, or any other date directed by the Principal's Contract Manager.

**Competence Records** means, with respect to any Rail Safety Worker engaged in connection with the Services (including those engaged by subcontractors), the following information:

- (a) the rail safety training undertaken by the Rail Safety Worker, including when, and for how long, the training was undertaken;

- (b) the qualifications of the Rail Safety Worker, including (if applicable):
  - (i) the units of competence undertaken to achieve the qualification;
  - (ii) the level of qualification attained;
  - (iii) if, and when, a re-assessment of competence is to be conducted;
  - (iv) if, and when, any re-training is due and was undertaken; and
  - (v) the name of any organisation conducting training or re-training;
- (c) the name and qualifications of any person who assessed the competence of the worker; and
- (d) any further information requested by the Principal with respect to the competence of the Rail Safety Worker.

**Confidential Information** means any technical, scientific, commercial, financial or other information of, about or in any way related to the Principal, including any information designated by the Principal as confidential or which by its nature ought reasonably to be considered to be confidential, that is disclosed, made available, communicated or delivered to the Supplier or of which the Supplier otherwise becomes aware, but excludes information:

- (a) that is in or that subsequently enters the public domain other than as a result of a breach of this Agreement;
- (b) that the Supplier can demonstrate was independently developed by the Supplier;
- (c) that is lawfully obtained by the Supplier from another person lawfully entitled to disclose such information; or
- (d) that is disclosed pursuant to a legal requirement or order.

**Consumer Price Index** means the Consumer Price Index published by the Australian Bureau of Statistics for the Sydney All Groups Weighted Average. If this Index ceases to be published or its method of calculation substantially alters, then it is to be replaced by the nearest equivalent index as selected in good faith by the Principal's Representative and any necessary consequential amendments are to be made.

**Contract Manager** means the Principal's Contract Manager or the Supplier's Contract Manager as the context requires.

**Contract Sum** means the amount specified in the Purchase Order calculated on the following basis:

- (a) where the Principal has accepted a lump sum, the lump sum specified in the Schedule of Services, Specifications and Prices;
- (b) where the Principal has accepted rates, the sum of the products ascertained by multiplying the Services Rates by the corresponding quantities in the Schedule of Services, Specifications and Prices; or



(c) the aggregate of paragraphs (a) and (b).

**Deliverables** means all items, materials, documentation (including plans, drawings and specifications) and products specifically produced, created or developed for the Principal by or on behalf of the Supplier as part of providing the Services.

**Determination** means the GST Act Classes of Recipient Created Tax Invoices Determination (No. 1) 2000.

**Drug and Alcohol Policy** means the Principal's Drug and Alcohol Policy which can be obtained from the Principal's website at

<http://www.transport.nsw.gov.au/sites/default/files/b2b/railcorp/Drug%20and%20Alcohol%20Policy.pdf>

or by contacting the Principal's Contract Manager.

**Environmental Management Specification** means the Principal's Environmental Management Specifications for Contractors which can be obtained from the RailSafe website at

<http://railsafe.sydneytrains.nsw.gov.au/safety-and-environment-specifications>

or by contacting the Principal's Contract Manager.

**Fatigue Management Policy** means the Principal's Fatigue Management Policy which can be obtained from the Principal's website at

<http://railsafe.railcorp.nsw.gov.au/section.jsp?id=7521>

or by contacting the Principal's Contract Manager.

**Fixed Price Period** means any period specified in Item 7 of the Key Details during which period the Services Rates will remain unchanged.

**General Terms and Conditions** means the document forming part of this Agreement headed "Part 2 - General Terms and Conditions".

**GIPA Act** means the *Government Information (Public Access) Act 2009 (NSW)*.

**GST** has the meaning given in the GST Act.

**GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

**Intellectual Property Rights** means any intellectual property rights protected by statute or common law in Australia or elsewhere in the world and whether registered or unregistered and includes copyright, design, patent, trade mark, semi-conductor and circuit layout rights.

**Key Details** means the document forming part of this Agreement headed "Part 1 - Key Details".

**Key Performance Indicators** or **KPIs** mean the key performance indicators set out in Appendix 4.

**Key Personnel** means the key Personnel, if any, set out in Item 13 of the Key Details or any replacement of key Personnel agreed to by the Principal from time to time.

**KPI Performance Report** means the Supplier's report provided to the Principal in accordance with clause 4.7(b).

**Law** means any statutes, regulations, ordinances, by-laws, orders, awards, proclamations and any enforceable policy of an Authority, certificates, licences, consents, permits, approvals and requirements of Authorities (including the ASA Requirements), applicable codes of practice and standards (including, to the extent relevant, the Building Code of Australia and any applicable Australian Standards), obligations under the common law and in equity as well as any fees and charges payable in connection with any of the foregoing and includes the WHS Law.

**Milestone Date** means the date(s) specified in Item 4 of the Key Details by which a Milestone Task(s) must be carried out.

**Milestone Task** means the discrete activity or part of the Services identified in Item 4 of the Key Details.

**Normal Working Hours** means the hours between 9:00am and 5:00pm Sydney local time on any Business Day.

**NSW Rail Assets** means:

- (a) rail infrastructure, rolling stock, railways and railway premises as defined in the Rail Safety National Law;
- (b) the NSW rail network and rail infrastructure facilities as defined in the Transport Administration Act;
- (c) stations, platforms, rolling stock and rolling stock maintenance facilities as referred to in the Transport Administration Act,

to the extent they are vested in or owned, managed, controlled, commissioned or funded by the NSW Government or an Authority (including RailCorp, the Principal or NSW Trains) and relate to the metropolitan rail network or country rail network, but does not include anything leased, licensed, to or managed by ARTC pursuant to part 8A of the Transport Administration Act.

**Personnel** means subcontractors, employees, agents, advisors and other persons engaged by a party to perform its obligations under this Agreement and includes any Key Personnel any workers as defined in the WHS Law and any Rail Safety Workers as defined in the Rail Safety National Law.

**Pre-existing IPR** of a party means any Intellectual Property Rights belonging to that party which are:

- (a) pre-existing as at the Agreement Date;
- (b) subject to (c), brought into existence other than as a result of the performance of its obligations under this Agreement; or
- (c) to the extent that the Pre-existing IPR constitutes a framework, tool, template or methodology that was in all material respects pre-existing as at

the Agreement Date, any update, amendment, improvement or modification to such framework, tool, template or methodology following the Agreement Date (but excluding any Intellectual Property Rights in respect of any entry, or the incorporation of any data, information or other material into such framework, tool, template or methodology following the Agreement Date arising as a result of a party's use of such tool, template or methodology to perform its obligations under this Agreement),

and brought to or used by a party in performing its obligations under this Agreement.

**Principal Contractor** has the meaning given to it in the WHS Law.

**Principal's Contract Manager** means the person identified as such in Item 11 of the Key Details, or as otherwise notified by the Principal to the Supplier.

**Principal's Representative** means the person identified as such in Item 9 of the Key Details, or as otherwise notified by the Principal to the Supplier.

**Principal's Safety Management System** means the relevant sections of the Principal's Safety Management System set out in the Purchase Order and/or Statement of Work.

**Purchase Order** means the purchase order (or any document or documents together referred to by the Principal as the purchase order) issued by the Principal to the Supplier for the provision of the Services.

**Rail Corridor** means any land used in relation to the operation of a railway station or a railway, being land defined by railway boundary fencing and in the absence of such fencing, is defined as everywhere within 15 metres of the outermost rails.

**Rail Safety National Law** means the *Rail Safety National Law (NSW) No 82a* and the *Rail Safety National Law National Regulations 2012 (NSW)*.

**Rail Safety Work** has the meaning given in the Rail Safety National Law.

**Rail Safety Worker** has the meaning given in the Rail Safety National Law.

**Recipient Created Tax Invoice** has the meaning given in clause 8.5(a).

**Request for Tender or RFT** means the request for tender, request for quotation, request for proposal or request for information issued by the Principal for the provision of the Services.

**Safe Work Method Statement** means a document, in relation to the Services and the Supplier's Supply of the Services, which:

- (a) identifies the Services and their nature;
- (b) identifies the Supply and its nature;
- (c) specifies hazards associated with the Supply (including any relevant hazards associated with the Services);
- (d) specifies the risks associated with those hazards;

- (e) describes the measures to be implemented to control the risks;
- (f) describes how the risk control measures are to be implemented, monitored and reviewed;
- (g) must be prepared taking into account all relevant matters including any circumstances at the Worksite that may affect the way in which the Services are Supplied; and
- (h) must be set out and expressed in a way that is readily accessible and understandable to persons who will use it.

**Safety Specification** means the safety specification listed in Appendix 6.

**Schedule of Services, Specifications and Prices** means the scope, specifications and prices for the Services to be provided under this Agreement, set out in Appendix 9.

**Security Amount** means the amount specified in Item 5 of the Key Details.

**Security of Payment Act** means the *Building and Construction Industry Security of Payment Act 1999 (NSW)*.

**Services** means the services to be provided by the Supplier for the Principal under this Agreement.

**Services Rates** means the rates for the Services set out in the Schedule of Services, Specifications and Prices.

**Services Term** means the period specified in Item 3 of the Key Details during which the Services are to be performed and completed, and which may be varied from time to time under this Agreement.

**Standing Offer Deed** means the Deed to which this Agreement is attached.

**Statement of Business Ethics** means the Principal's Statement of Business Ethics which can be obtained from the Principal's website at

<http://www.transport.nsw.gov.au/sites/default/files/b2b/aboutus/statement-business-ethics.pdf>

or by contacting the Principal's Contract Manager.

**Statement of Work** means the statement of work described in or attached to the Purchase Order or other document(s) which sets out the Services.

**Subcontractor's Statement** means the written statement in the form set out in Appendix 5.

**Supplier** means the party named as such in Item 1 of the Key Details.

**Supplier's Contract Manager** means the person identified as such in Item 12 of the Key Details, or as otherwise replaced by the Supplier in accordance with clause 15.6.

**Supplier's Representative** means the person identified as such in Item 10 of the Key Details, or as otherwise replaced by the Supplier in accordance with clause 15.3.

**Supply** means the supply and delivery of the Services in accordance with this Agreement.

**Taxable Supply** has the meaning given in the GST Act.

**Time for Payment** means the period specified in Item 15 of the Key Details.

**Transport Administration Act** means the *Transport Administration Act 1988 (NSW)*.

**Work Health and Safety System** means the work health and safety system to be established, implemented and maintained by the Supplier in accordance with this Agreement.

**Worksite** means the site(s) for the provision of the Services set out in Item 14 of the Key Details.

**WHS Act** means the *Work Health and Safety Act 2011 (NSW)*.

**WHS Law** means any Law relating to occupational or work health and safety and includes the WHS Act, WHS Regulation and the Rail Safety National Law.

**WHS Regulation** means the *Work Health and Safety Regulation 2011 (NSW)*.

## 1.2 Interpretation

The following apply in the interpretation of this Agreement, unless the context requires otherwise:

- (a) a reference to the Agreement means this Agreement and includes any variation or replacement of it;
- (b) a reference to a document includes a reference to that document as amended, novated, assigned or otherwise varied;
- (c) a reference to a statute or other law includes regulations and other instruments under it and any consolidations, amendments, re-enactments or replacements of it;
- (d) the singular includes the plural number and vice versa;
- (e) a reference to a gender includes a reference to each gender;
- (f) the word "person" includes a firm, corporation, body corporate, unincorporated association or a government department or authority, association or other legal entity;
- (g) a reference to a person includes a reference to the person's legal personal representatives, successors, liquidators, trustees in bankruptcy and the like, and permitted assigns;

- (h) an agreement on the part of, or in favour of, two or more persons binds or is for the benefit of them or any one or more of them together and separately;
- (i) a reference to a party means a person who is named as a party to, and is bound to observe the provisions of, this Agreement;
- (j) "includes" (or similar wording) means "includes but without limitation";
- (k) where a word or phrase is given a defined meaning in this Agreement, any other part of speech or grammatical form in respect of such word or phrase has a corresponding meaning;
- (l) a reference to an act includes an omission and a reference to doing an act includes executing a document;
- (m) words not otherwise defined in this Agreement but defined in the *Corporations Act 2001 (Cth)* have the meaning given in that Act;
- (n) a reference to dollars or \$ is to Australian currency. All amounts to be invoiced or paid under this Agreement are to be in Australian currency unless otherwise agreed to by the Principal's Contract Manager;
- (o) words used in this Agreement which have a particular meaning in the "GST law" (as defined in the GST Act, and also including any applicable legislative determinations and Australian Taxation Office public rulings) have the same meaning, unless the context requires otherwise;
- (p) any reference to GST payable by a party includes any corresponding GST payable by the representative member of any GST group of which that party is a member;
- (q) if the GST law treats part of a supply as a separate supply for the purpose of determining whether GST is payable on that part of the supply or for the purpose of determining the tax period to which that part of the supply is attributable, that part of the supply is to be treated as a separate supply;
- (r) headings are for reference only and do not affect the meaning or interpretation of this Agreement;
- (s) if any day appointed or specified by this Agreement for the payment of any money falls on a day which is not a Business Day, the day so appointed or specified is deemed to be the next day which is a Business Day;
- (t) if a period of time is specified and dates from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (u) a reference to a day is to be interpreted as the 24 hour period ending at midnight at the end of that day; and
- (v) a reference to a clause, schedule or annexure is a reference to a clause of, or a schedule or an annexure to this Agreement.

### 1.3 Inconsistencies, errors, ambiguities or discrepancies

- (a) In this Agreement the following order of precedence applies:

- (i) Part 1 - Key Details;
- (ii) Part 2 - General Terms and Conditions (but excluding all Appendices);
- (iii) Appendices 1, 2, 7, 3, 5, 4, 9, 8 and 6;
- (iv) the Purchase Order; and
- (v) the Statement of Work.

To the extent of any inconsistency between any of the documents that make up this document, the terms of the document with the higher precedence above will prevail.

- (b) Except as otherwise provided for in clause 1.3(a), in the event of any discrepancy between the provisions of this Agreement, subject to a contrary direction by the Principal's Representative (acting in their absolute discretion) the most onerous obligation imposed upon the Supplier will apply.
- (c) If the Supplier discovers any inconsistency, error, omission, ambiguity or discrepancy in this Agreement then the Supplier must promptly give the Principal's Representative written notice of the inconsistency, error, omission, ambiguity or discrepancy. The Principal's Representative will then direct the Supplier as to the interpretation and construction to be followed, taking into account the order of precedence specified in this Agreement.

#### 1.4 **Contra proferentem**

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this Agreement or any part of it.

#### 1.5 **Application of this Agreement**

Except as otherwise indicated, this Agreement applies to the provision of the Services whether provided before, on or after the Agreement Date.

#### 1.6 **Entire Agreement**

- (a) This Agreement forms the entire agreement between the Principal and the Supplier in respect of its subject matter and there are no other agreements collateral to this Agreement.
- (b) This Agreement supersedes the RFT and any prior written, oral and other agreements between the Principal and the Supplier with respect to the Services.

#### 1.7 **Survivorship**

The provisions of this Agreement relating to set-off and deductions, warranties, indemnities, confidentiality, termination and dispute resolution survive the termination or expiry of this Agreement.

## 2 Security

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### 2.1 Provision of security

- (a) If the Supplier is required by Item 5 of the Key Details to provide security, the Supplier must, before the Commencement Date, provide the Principal with an unconditional undertaking:
- (i) totalling the Security Amount;
  - (ii) issued by a bank or other financial institution acceptable to the Principal; and
  - (iii) in the form set out in Appendix 7 or as otherwise acceptable to the Principal,
- as security for the performance of its obligations under this Agreement.
- (b) Compliance with clause 2.1(a) is a precondition to payment of any part of the Contract Sum.
- (c) The Supplier must not take any steps whatsoever to:
- (i) injunct the issuer of the unconditional undertaking or the Principal in respect of dealing with the unconditional undertaking; or
  - (ii) restrain the Principal from exercising its rights under the unconditional undertakings.
- (d) The Principal:
- (i) is not obliged to pay the Supplier interest on the proceeds of the unconditional undertakings if the Principal converts them into cash; and
  - (ii) does not hold the proceeds of the unconditional undertaking on trust for the Supplier.
- (e) The Supplier is responsible for all stamp duty (including penalties if applicable) payable in connection with the unconditional undertakings and any demands made on those unconditional undertakings.

### 2.2 Recourse to security

The Principal may, without notice to the Supplier, have recourse to the security provided under this clause 2 whenever the Principal claims to be entitled to the payment of monies by the Supplier whether under this Agreement or at Law.

### 2.3 Additional security

If the Security Amount or any part of it is appropriated by the Principal then the Supplier must within 5 Business Days of demand by the Principal provide to the Principal replacement or additional monies so that the amount secured is not reduced below the Security Amount.



## 2.4 Release of security

- (a) Subject to the terms of this Agreement, the Principal will release the Security Amount within 30 Business Days after the Principal has paid the Supplier's final payment claim in respect of the Services provided.
- (b) The Principal has the right to retain security to the value of any outstanding obligations of the Supplier under this Agreement until such obligations are satisfied by the Supplier.
- (c) The Supplier acknowledges and agrees that following the release of the balance of the Security Amount, the Supplier is not entitled to make and the Principal will not be liable to pay any further payment to the Supplier under, out of or in connection with the provision of the Services or this Agreement.

## 2.5 Parent company guarantee

If the Supplier is required by Item 6 of the Key Details to provide a parent company guarantee, the Supplier must, prior to the Commencement Date, provide that parent company guarantee to the Principal's Representative in the form set out in Appendix 8 and duly executed by a person with requisite authority.

## 3 The Worksite

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### 3.1 Access

- (a) The Principal shall give the Supplier sufficient access to the Worksite to enable the Supplier to perform its obligations under this Agreement.
- (b) The Supplier may only access the Worksite, and the areas around the Worksite, as directed by the Principal.
- (c) The Supplier acknowledges and agrees that:
  - (i) it will have non-exclusive possession of the Worksite;
  - (ii) when arriving at the Worksite it must report to the Principal's Contract Manager or any other party nominated by the Principal; and
  - (iii) it must not allow any person not connected with the provision of the Services into, or to remain on, the Worksite without the Principal's Contract Manager's prior written consent.
- (d) The Principal's Contract Manager may direct the Supplier to remove from the Worksite any person engaged in connection with the provision of the Services who, in the opinion of the Principal's Contract Manager exercising absolute discretion, is guilty of misconduct, is incompetent, is negligent, has contravened any safety requirement of the Principal, or has interfered with the orderly progress of the Services. The Supplier must immediately comply with any such direction received from the Principal.

- (e) The Supplier must provide the Principal, and any other party whose details are notified by the Principal's Contract Manager to the Supplier, with access to:
  - (i) all areas of the Worksite being used by the Supplier in connection with the provision of the Services; and
  - (ii) any other areas where a part of the Services is being carried out.
- (f) The Supplier must keep that part of the Worksite used for the Services clean and tidy and regularly remove rubbish and surplus material.

### 3.2 Other parties

- (a) The Supplier acknowledges and agrees that other parties may carry out work on the Worksite and that the Supplier must:
  - (i) co-operate with such other parties;
  - (ii) co-ordinate the Services with the work of the other parties to minimise delays;
  - (iii) not unreasonably obstruct, delay or interfere with such other parties;
  - (iv) comply with all reasonable directions from the Principal's Contract Manager regarding such other parties and their work; and
  - (v) allow such other parties to use the amenities, facilities and services which are available for use on the Worksite; and
  - (vi) comply with any requirements in relation to horizontal consultation as set out in Part 5, Division 1, of the WHS Regulation.
- (b) The Supplier acknowledges and agrees that it will have no claim against the Principal and the Principal will not be liable upon any such claim, as a result of complying with clause 3.2(a).

### 3.3 Safety

- (a) The Supplier must, at its own cost, and at all times, exercise all necessary precautions for the safety of all persons in connection with the Services and on the Worksite, appropriate to the nature of the relevant work and the requirements under this Agreement.
- (b) Any safety precautions exercised must be in compliance with all Laws (including the WHS Laws) and, where not inconsistent with such Laws, any requirement of this Agreement or the Principal and any direction the Principal's Contract Manager may consider necessary or desirable.

### 3.4 Protection of people and property

- (a) When the Supplier enters the premises of the Principal (including the Worksite), the Supplier must, and must ensure that its Personnel:
  - (i) protect people and property;

- (ii) prevent nuisance and unnecessary noise and disturbance; and
- (iii) act in a safe and lawful manner and comply with the Principal's Safety Management System; and
- (iv) comply with any direction of the Principal or any Principal Contractor (which may be the Principal or its appointee).

### 3.5 No occupier's liability

- (a) The Principal and its officers, employees, agents and invitees will not be responsible for any damage to the Supplier's property or to the property of the Supplier's Personnel or for any personal injury sustained by any of the Supplier's Personnel occurring on the Principal's premises (including the Worksite) as a result of:
  - (i) a negligent or reckless act or omission of the Supplier's Personnel; or
  - (ii) the Supplier's Personnel's failure to comply with the relevant sections of the Principal's Safety Management System.
- (b) The Supplier unconditionally and irrevocably releases the Principal and its officers, employees, agents and invitees from all responsibility referred to in clause 3.5(a).

### 3.6 Competence Records

Without limiting or otherwise restricting any other provision of this Agreement, the Supplier must:

- (a) prior to any Rail Safety Worker carrying out any Rail Safety Work in connection with the Services, provide the Principal with the Competence Records in the form directed by the Principal (which may be electronic);
- (b) ensure that any Rail Safety Worker who carries out Rail Safety Work in connection with the Principal's railway operations has the competence to carry out that work; and
- (c) ensure that each Rail Safety Worker used in connection with the Services has a form of identification that is sufficient to enable the type of competence and training undertaken by that Rail Safety Worker to be checked by a rail safety officer or the Principal if requested.

## 4 Supply of the Services

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### 4.1 Conditions precedent to the provision of the Services

The Supplier must, as a condition precedent to providing the Services:

- (a) prior to the Commencement Date, effect any insurance required to be effected by the Supplier under this Agreement;

- (b) within a reasonable time prior to the Commencement Date, provide the Principal's Contract Manager with any documents required by the Principal, including the documents required under the Safety Specification. For the avoidance of doubt, the Supplier will not be required to provide evidence of insurance other than as required under clause 14.3; and
- (c) if Item 5 of the Key Details requires the provision of security, provide security in accordance with clause 2.1.

#### 4.2 Performance of the Services

- (a) The Supplier must:
  - (i) Supply the Services and any Deliverables in accordance with this Agreement and any directions given by the Principal;
  - (ii) Supply the Services in a timely and efficient fashion using the standard of care, skill, diligence, prudence and foresight that would reasonably be expected from an experienced provider of services that are similar to the Services;
  - (iii) to the extent that the Services include the Asset Lifecycle of a NSW Rail Asset, carry out those aspects of the Services in accordance with the ASA Authorisation that applies under Item 15A of the Key Details;
  - (iv) Supply the Services in accordance with all Laws;
  - (v) ensure the Supplier and the Supplier's Personnel are aware of and comply with the Code of Conduct;
  - (vi) act in good faith and in the best interests of the Principal in providing the Services and any Deliverables; and
  - (vii) keep the Principal informed of all matters of which it should reasonably be made aware by a prudent provider of the Services and provide such information in relation to the provision of the Services as the Principal is expected to reasonably require.
- (b) The Supplier acknowledges and agrees:
  - (i) that the Supplier remains fully responsible for the Services and any Deliverables notwithstanding any review or acceptance of those Services by the Principal or the Principal's Representative and no review of or approval of any documents by the Principal's Representative will relieve the Supplier from, or alter or affect, the Supplier's obligations or liabilities or prejudice the Principal's rights against the Supplier, whether under this Agreement or otherwise at Law;
  - (ii) to make reasonable enquiries to ascertain the requirements of the Principal regarding the Services;
  - (iii) to regularly consult the Principal regarding the Supply of the Services and any Deliverables;

- (iv) to notify the Principal immediately when the existence or likelihood of a conflict of interest becomes apparent to the Supplier and cooperate with the Principal to resolve such conflict of interest. The Supplier warrants that no conflict of interest exists as at the date of this Agreement and will use its best endeavours to ensure that no conflict of interest arises during the performance of the Services;
- (v) to take due care of the Principal's documents, samples, patterns, moulds and other material provided to the Supplier in connection with carrying out the Services and promptly return them on the completion of the Services or termination of this Agreement, whichever occurs first;
- (vi) to participate in meetings as reasonably required by the Principal or the Principal's Representative;
- (vii) to keep proper books and records in relation to any time based component of the Contract Sum (including for any variation) and allow the Principal's Representative reasonable access to such books and records (including for copying and removal) to enable any payment claim by the Supplier to be assessed; and
- (viii) to do all things necessary and necessarily incidental for the proper performance of the Supplier's obligations under this Agreement.

#### 4.3 Key Personnel

This clause 4.3 will only apply if Item 13 of the Key Details specifies that it is applicable. If this clause does apply:

- (a) the Supplier must make available the Key Personnel to provide the Services;
- (b) the Supplier's Key Personnel must be competent and appropriately accredited, qualified, licensed and trained (including in compliance with any relevant requirement in the WHS Law) to undertake that part of the Services to be performed by them;
- (c) the Principal's Representative will approve the Key Personnel prior to their appointment;
- (d) the Principal's Representative has the right to demand that any of the Supplier's Key Personnel be removed or replaced if it is not reasonably satisfied with the performance or competence of such Key Personnel; and
- (e) any replacement Key Personnel engaged or appointed by the Supplier must be to the reasonable satisfaction of the Principal's Representative and must have at least the same or equivalent competence, skills, qualifications and experience as the replaced Key Personnel member.

#### 4.4 Supplier's Personnel

- (a) Notwithstanding clause 4.3 above, the Supplier's Personnel must be competent and appropriately accredited, qualified, licensed and trained

(including in compliance with any relevant requirement in the WHS Law) to undertake that part of the Services to be performed by them.

- (b) The Principal's Representative will have the right to demand that any of the Supplier's Personnel be replaced if it is not reasonably satisfied with the performance or competence of one or more of the Supplier's Personnel.
- (c) Any replacement Personnel engaged or appointed by the Supplier must be to the reasonable satisfaction of the Principal's Representative and must have at least the same or equivalent competence, skills, qualifications and experience as the replaced Personnel.

#### 4.5 **Services not provided by the Supplier**

Without prejudice to any other right or remedy of the Principal, if the Supplier fails to provide the Services as required, the Principal may:

- (a) direct the Supplier to provide the Services so that they conform to the requirements of this Agreement and any directions given by the Principal's Contract Manager; or
- (b) terminate this Agreement, and engage a third party to provide the Services and recover:
  - (i) the actual costs incurred by the Principal to engage a third party to provide the Services; or
  - (ii) if no costs have actually been incurred, the reasonable estimated cost of the Services being performed by a third party,

either by an adjustment in any monies due to the Supplier under clause 8.7 or by determining such amount and that amount being a debt due and payable from the Supplier to the Principal.

#### 4.6 **Reporting**

Where required by the Principal and without limiting or otherwise restricting clause 4.7 or any other reporting requirements under this Agreement, the Supplier must provide a report to the Principal's Contract Manager including the following information for the period covered by the report:

- (a) the Worksite where the Services were provided;
- (b) the dates and times when the Services were provided;
- (c) the number of Personnel used to carry out the Services;
- (d) feedback on issues such as access, security and any other information as is relevant or necessary; and
- (e) any other information reasonably required by the Principal's Contract Manager.

#### 4.7 Key Performance Indicators

- (a) The Supplier must comply with the KPIs specified in Appendix 4 as amended or expanded in accordance with this Agreement.
- (b) The Supplier must report to the Principal's Contract Manager at the frequency specified in Item 16 of the Key Details, in the form of a KPI Performance Report which:
  - (i) provides an analysis of the performance of the Supplier in meeting the KPIs;
  - (ii) identifies any non-compliances;
  - (iii) proposes an action plan to remedy non-compliances and implement continuous improvements; and
  - (iv) reports on whether the Supplier has implemented any previous action plan and, if not, the extent of non-compliance.
- (c) The Supplier acknowledges and agrees that:
  - (i) the Principal will review each KPI Performance Report to assess the level of compliance by the Supplier with the KPIs;
  - (ii) it must provide any action plan required by the Principal and must implement and comply with any action plan required by the Principal; and
  - (iii) the Principal may amend the KPIs provided that the Supplier has been consulted by the Principal in respect of the amended KPIs, including being advised of the reasons for the amendment.
- (d) The Contract Managers must meet at the times specified in Item 16 of the Key Details, to monitor and review the Supplier's performance under this Agreement and the KPIs and, if required by the Principal, the Supplier's compliance with any action plan. The Supplier's Contract Manager must contact the Principal's Contract Manager to instigate this review.

#### 4.8 Deed Poll

Where Item 16A of the Key Detail states that a Deed Poll is required:

- (a) the Supplier must, before the Commencement Date, provide to the Principal an executed deed poll in favour in RailCorp in the form set out in Appendix 10; and
- (b) compliance with clause 4.8(a) is a precondition to payment of any part of the Contract Sum.

## 5 Variations

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### 5.1 Directing variations

- (a) The Supplier shall not vary the Services except as directed in writing by the Principal's Representative pursuant to this clause 5.
- (b) The Principal's Representative may, acting reasonably, direct a variation to the Services, including a variation to the type, extent, quantity, time for provision or any other requirement of the Services, including the Services Term and/or any Milestone Date. Wherever practicable and reasonable to do so, the Principal will direct variations in accordance with clauses 5.2 or 5.3 (as applicable).
- (c) The Principal may by variation omit any part of the Services for any purpose including for the purpose of having the omitted services performed by the Principal or by another party.

### 5.2 Proposed variations

- (a) The Principal's Representative will give the Supplier written notice of a proposed variation.
- (b) Subject to clause 5.3, if the Supplier receives a notice under clause 5.2(a), the Supplier must, prior to carrying out any services the subject of a proposed variation, promptly provide a written report to the Principal's Representative detailing any:
  - (i) additional charges caused by the proposed variation;
  - (ii) effect on the Services Term and/or any Milestone Date caused by the proposed variation;
  - (iii) effect upon the quality of the Services being provided caused by the proposed variation; and
  - (iv) other impacts on the Services caused by the proposed variation.
- (c) Once the Principal's Representative has received and considered the report referred to in clause 5.2(b), the Principal's Representative will determine, in their sole and absolute discretion, whether to issue a variation direction to the Supplier.
- (d) Unless otherwise agreed by the parties, if the Principal's Representative issues a variation direction under clause 5.2(c), such variation direction will be consistent in all material respects with the contents of the written notice under clause 5.2(a) and the report provided under clause 5.2(b) (including in respect of any additional charges, effects and/or other impacts detailed in the relevant report).
- (e) Subject to clause 5.3, the Principal will not be liable for any work provided or any associated expenditure incurred by the Supplier in relation to any proposed variation, unless:
  - (i) the Supplier has provided the report referred to in clause 5.2(b); and



- (ii) the Principal's Representative has directed the variation in writing to the Supplier.

### 5.3 Urgent variations

If the Principal's Representative directs the Supplier to carry out an urgent variation for the purpose of preventing a safety incident or otherwise as notified by the Principal's Representative under this clause 5.3, the Supplier must promptly comply with the direction and the variation will be valued by the Principal's Representative in accordance with clause 5.4.

### 5.4 Valuation of variations

- (a) Where a variation is directed by the Principal's Representative in accordance with this clause 5, the Principal's Representative will:
  - (i) determine the value of the variation using the additional charges detailed by the Supplier in any written report provided by the Supplier under clause 5.2(b) to the extent those charges are applicable or it is reasonable to use them for valuing the variation;
  - (ii) to the extent that clause 5.4(a)(i) does not apply, using the Services Rates to the extent they are applicable or it is reasonable to use them for valuing the variation; or
  - (iii) to the extent that clause 5.4(a)(ii) does not apply, determine a reasonable amount by reference to market rates and the Contract Sum.
- (b) Any variation valued by the Principal's Representative pursuant to clause 5.4(a) will be added to or deducted from the Contract Sum (as the case may be).

### 5.5 Directions not formally identified as variations

- (a) If the Supplier considers that a direction by the Principal's Representative or the Principal's Contract Manager is a direction requiring the Supplier to carry out a variation, but the Principal's Representative has not expressly identified it in writing as a direction under this clause 5, then within 5 Business Days of the date of the direction, the Supplier shall notify the Principal's Representative in writing that the Supplier considers it to be a direction requiring the Supplier to carry out a variation.
- (b) The Supplier will not be entitled to make any claim against the Principal arising out of, or in any way in connection with, the direction unless the Supplier gives the notice required by clause 5.5(a) within the time stated in that clause and either:
  - (i) within 15 Business Days of receiving the Supplier's notice, the Principal's Representative either withdraws the direction or confirms in writing that the direction is a proposed variation, in which case clause 5.2 applies; or
  - (ii) within 20 Business Days of the Supplier giving its notice, the Supplier gives the Principal's Representative a notice of dispute

pursuant to clause 19.1 regarding the direction of the Principal's Representative or the Principal's Contract Manager.

## **6 Time, completion and delay**

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### **6.1 Timeframe for providing the Services**

The Supplier must:

- (a) commence the provision of the Services on the Commencement Date;
- (b) provide the Services within the Services Term; and
- (c) perform any Milestone Task by its relevant Milestone Date within the Services Term.

### **6.2 Suspension of the Supply**

- (a) The Principal may direct the Supplier to suspend the supply of the Services and the Supplier must comply with the terms of any such direction.
- (b) The Supplier must resume the supply of the Services when directed by the Principal and without any unreasonable delay.
- (c) If a suspension arises from a direction by the Principal's Contract Manager and that direction was not the result of an act or omission by the Supplier or those for whom it is responsible, the Supplier may, subject to clause 6.3, claim an extension of time under clause 6.3 equal to the period for which the Supply of the Services was suspended.
- (d) The Supplier will not be entitled to make, and the Principal will not be liable upon, any claim in relation to any direction given by the Principal under clause 6.2(a), other than as provided for in this clause 6.2.

### **6.3 Extension of time**

- (a) If the Supplier considers that it will not be able to:
  - (i) supply the Services during the Services Term; and/or
  - (ii) perform any Milestone Task by its relevant Milestone Date,
 due to any cause beyond its reasonable control, it may make a claim for an extension of time by making a written application to the Principal's Contract Manager.
- (b) An application for an extension of time must set out in reasonable detail the circumstances giving rise to the delay in the provision of the Services and/or the performance of a Milestone Task, and the likely length of such delay and provide such other information as the Principal may reasonably request.
- (c) The Principal may agree to extend the Services Term or any Milestone Date (as the case may be) if, in the reasonable opinion of the Principal, the

circumstances giving rise to the delay are legitimate and warrant an extension of time for the provision of the Services and/or the performance of a Milestone Task.

- (d) The Principal's Contract Manager may at any time, for any reason and at its sole discretion, and without being under any obligation to do so, by written notice to the Supplier, extend the Services Term or any Milestone Date for any reason, whether or not a claim for an extension of time has been made by the Supplier. The Principal's Contract Manager is not required to exercise its discretion under this clause 6.3(d) for the benefit of the Supplier.

#### 6.4 Liquidated Damages

- (a) Without limiting or otherwise restricting any other right or remedy that the Principal may have under this Agreement or otherwise, if Item 8 of the Key Details states that liquidated damages are applicable and if the Supplier fails to:
- (i) complete the provision of the Services by the end of the Services Term; and/or
  - (ii) perform any Milestone Task by its relevant Milestone Date,
- the Supplier must pay liquidated damages at the relevant rate specified in Item 8 of the Key Details for every day (or part thereof) between:
- (iii) the Milestone Date and the earliest of the performance of the relevant Milestone Task or the date that this Agreement is terminated; and/or
  - (iv) the end of the Services Term and the earliest of the completion of the provision of the Services or the date that this Agreement is terminated.
- (b) The Principal and the Supplier agree that the amount of liquidated damages specified in Item 8 of the Key Details is a reasonable and genuine pre-estimate of the loss likely to be incurred by the Principal as a result of the Supplier not having performed the relevant Milestone Task by the relevant Milestone Date and/or completed the Supply of the Services by the end of the Services Term.
- (c) If clause 6.4(a) is found for any reason to be void, invalid or otherwise inoperative, so as to disentitle the Principal from recovering liquidated damages for the Supplier's failure to perform the relevant Milestone Task by the relevant Milestone Date, and/or complete the provision of the Services by the end of the Services Term, the Principal shall be entitled to recover damages from the Supplier for such failure under general law, which damages will not be limited to the liquidated damages that the Principal would otherwise (but for the disentitlement) have been entitled to recover from the Supplier.

## **7 Price of the Services**

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### **7.1 Contract Sum**

The Contract Sum:

- (a) excludes GST; and
- (b) includes, unless otherwise expressly stated in this Agreement, the cost of any and all labour, materials, items and consumables used in providing the Services and equipment necessary for the provision of the Services.

### **7.2 Services Rates review**

- (a) All Services Rates are fixed for the Fixed Price Period if Item 7 of the Key Details specifies a Fixed Price Period.
- (b) For the avoidance of doubt, an increase in the Services Rates under this clause 7.2 does not apply where the Contract Sum is a lump sum amount.
- (c) Not more than two and not less than one month prior to:
  - (i) each anniversary of the Agreement Date if no Fixed Price Period is specified in Item 7 of the Key Details; or
  - (ii) the end of the Fixed Price Period specified in Item 7 of the Key Details,

the Supplier may request that the Services Rates be adjusted in accordance with the formula set out in Appendix 3.

- (d) The Principal may, in its absolute discretion, adjust the Services Rates in accordance with the formula set out in Appendix 3.
- (e) Any revised Service Rates:
  - (i) must be in writing to be effective; and
  - (ii) will take effect:
    - (A) where a Fixed Price Period has not been specified in Item 7 of the Key Details, from the next 12 month anniversary of the Agreement Date; or
    - (B) where a Fixed Price Period has been specified in Item 7 of the Key Details, from the expiry of the then current Fixed Price Period and will be fixed for the new Fixed Price Period.

## **8 Invoicing and Payments**

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### **8.1 General**

Subject to the Supplier carrying out its obligations under this Agreement, the Principal will pay the Supplier the Contract Sum in accordance with the provisions of this Agreement, less any amount which the Principal is entitled to withhold or to set off from any payment.

### **8.2 Submission of payment claims**

- (a) The Supplier may only submit a payment claim to the Principal's Contract Manager for any Services:
- (i) on or after the first Business Day of a month in respect of Services provided by the Supplier during the previous month;
  - (ii) in the form approved by the Principal;
  - (iii) if the payment claim is accompanied by a signed statement from the Supplier's Contract Manager that the Supplier has performed the obligations to which the payment claim relates in accordance with the terms of this Agreement; and
  - (iv) if the Supplier has engaged subcontractors in accordance with this Agreement, if the payment claim is accompanied by a signed Subcontractor's Statement.
- (b) All payment claims must be submitted as directed by the Principal and if no such direction is given, issued in writing to the Principal's Contract Manager at the address specified in Item 11 of the Key Details.

### **8.3 Supplier's payment claims**

- (a) The Supplier's invoices must be tax invoices complying with the requirements of the GST Act and contain the following in respect of that part of the Services which are the subject of the invoice:
- (i) the name of the Supplier and its ABN;
  - (ii) the reference numbers of the Standing Offer Deed and the Purchase Order;
  - (iii) details of the Services provided (including quantities);
  - (iv) the Service Rates or portion of the lump sum Contract Sum for the Services provided;
  - (v) a breakdown of how the payment claim is calculated including:
    - (A) if the Contract Sum is a lump sum, how the portion of the lump sum claimed corresponds with the Services performed; and
    - (B) if the Contract Sum is based on Service Rates, the quantity of Services claimed and the Service Rates used;

- (vi) any applicable GST;
  - (vii) the total amount payable;
  - (viii) the Supplier's invoice number; and
  - (ix) any other details reasonably required by the Principal.
- (b) The Supplier's invoice must be in a format required by the Principal to avoid mismatches between invoices and the Purchase Order, including matching exactly with the order of line items, the order of columns, quantities, rates and total amount payable set out in the Purchase Order.

#### 8.4 Incorrect payment claim

- (a) The Principal:
- (i) will, after receipt of a payment claim, notify the Supplier in writing if it considers that payment claim to be incorrectly rendered or unable to be certified by the Principal; and
  - (ii) is not required to undertake its obligations under clause 8.7 until the payment claim is correctly rendered by the Supplier.
- (b) If a payment claim is found to have been rendered or certified incorrectly, any overpayment will, at the Principal's option, be recoverable from the Supplier as a debt due and payable, or, without limiting recourse to other available remedies, be offset against any amount subsequently due to the Supplier by the Principal.

#### 8.5 Payment schedule

- (a) If required by the Principal, the Supplier agrees to enter into a "Recipient Created Tax Invoice" (**Recipient Created Tax Invoice**) arrangement with the Principal in accordance with this clause 8.5 and the Supplier and the Principal acknowledge and agree that:
- (i) the Principal can issue tax invoices in respect of the Services carried out by the Supplier under this Agreement;
  - (ii) the Supplier will not issue tax invoices in respect of the Services;
  - (iii) both parties will be registered for GST when they enter into this Agreement and that each will notify the other party if it ceases to be registered or if it ceases to satisfy any of the requirements of the GST Act Classes of Recipient Created Tax Invoices Determination (No. 1) 2000 (**Determination**); and
  - (iv) the Principal will not issue a document that would otherwise be a Recipient Created Tax Invoice on or after the date when the Principal or the Supplier has failed to comply with any of the requirements of the Determination.
- (b) Within 10 Business Days after receipt of a correctly rendered payment claim, the Principal will provide the Supplier with a payment schedule:

- (i) which if the Security of Payment Act applies, the parties agree is a "payment schedule" as defined in the Security of Payment Act; and
  - (ii) if clause 8.5(a) applies, will be provided together with a Recipient Created Tax Invoice for the amount shown in the payment schedule.
- (c) The payment schedule must identify the payment claim to which it relates and state the payment, if any, which the Principal will be making in regard to the Contract Sum.
  - (d) If the payment schedule is for an amount less than the amount claimed by the Supplier, the payment schedule must indicate reasons why it is less.
  - (e) Reasons why the amount of a payment schedule may show an amount less than the amount claimed (excluding payments already made) include:
    - (i) amounts which the Principal is entitled to withhold, set off or otherwise deduct; and
    - (ii) amounts shown as unpaid in a Subcontractor's Statement.

#### 8.6 Conditions precedent to payment

The Principal will not be liable to pay the Supplier for any Services unless:

- (a) the Principal holds a copy of this Agreement executed by the Supplier;
- (b) the Services have been provided in accordance with this Agreement;
- (c) if the Supplier has engaged subcontractors in accordance with this Agreement, the Supplier has provided the Subcontractor's Statement to the Principal; and
- (d) all the required information under this Agreement has been provided to the Principal in accordance with this Agreement.

#### 8.7 Payment

- (a) Subject to the terms of this Agreement, the Principal must pay the amount specified in the payment schedule within the Time for Payment.
- (b) Payments made by the Principal under this Agreement will, unless otherwise agreed by the Principal, be made by electronic funds transfer to the bank account nominated by the Supplier in writing to the Principal's Contract Manager.
- (c) Payment of the Supplier's payment claim is deemed to have been made on the date:
  - (i) in the case of electronic funds transfer, on the day such transfer is made by the Principal; or
  - (ii) in any other case, the day upon which the Principal issues such payment.

## 8.8 Set-off and deductions

- (a) If:
- (i) there is a debt or other moneys due from the Supplier to the Principal; or
  - (ii) the Principal has a claim to money against the Supplier whether for damages or otherwise, arising out of or in any way in connection with this Agreement or on any other legal or equitable basis,
- then the Principal may withhold, deduct or set-off the debt or other moneys due or claim against any sum which the Supplier is or may be entitled to arising out of or in any way in connection with this Agreement.
- (b) Nothing in this clause 8.8 affects or restricts the right of the Principal to recover from the Supplier the whole of the debt or claim or any balance that remains owing.

## 8.9 Effect of payment

The Supplier acknowledges that any payment made to it by the Principal:

- (a) is a payment on account only;
- (b) is not an acknowledgment that the Services have been provided in accordance with the terms of this Agreement; and
- (c) does not imply or constitute a waiver or release of the Supplier's obligations under this Agreement.

## 8.10 Security of Payment Act

If the Services fall within the meaning of "construction work" or "related goods and services" as defined in the Security of Payment Act, then:

- (a) the date prescribed in clause 8.2(a) as the date on which the Supplier may serve a payment claim is, for the purposes of section 8(2) of the Security of Payment Act, the "reference date" (as defined in section 8(2) of the Security of Payment Act); and
- (b) without limiting or otherwise restricting clause 8.8, if the Principal is served with a notice purporting to be a 'payment withholding request' by any person pursuant to section 26A of the Security of Payment Act then:
  - (i) the Principal may, in its sole discretion, withhold any payment due to the Supplier under this Agreement in compliance with the purported 'payment withholding request'; and
  - (ii) the Supplier will not be entitled to make, and the Principal will not be liable upon, any claim (including any claim for interest, damages or any other amount), arising under, out of or in connection with the Principal's act in withholding the payment, irrespective of whether or not the 'payment withholding request' is valid.



## **9 Goods and Services Tax**

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- (a) The Supplier must, for the duration of this Agreement, hold an Australian Business Number (ABN) and be registered for GST and must immediately notify the Principal if it ceases to be registered for GST.
- (b) The Principal will pay to the Supplier an amount equal to any GST payable on any Taxable Supply made under or in connection with this Agreement.

## **10 Intellectual property**

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### **10.1 Warranties and representations**

The Supplier warrants and represents to the Principal that:

- (a) it owns, or is licensed by the owner to use and sub-licence all Pre-existing IPR;
- (b) in providing the Services, the Supplier will not infringe the Intellectual Property Rights of any person; and
- (c) the Principal's use of the Services for any purpose will not infringe the Intellectual Property Rights of the Supplier or any third party.

### **10.2 Pre-existing IPR**

- (a) Each party will retain its Pre-existing IPR and nothing in this Agreement assigns or transfers the Pre-existing IPR of one party to another. Neither party may assert or bring any claim for ownership of any or all of the other party's Pre-existing IPR.
- (b) The Supplier grants to the Principal a non-exclusive, perpetual, royalty-free licence to use, reproduce, make adaptations of, modify or incorporate into other work (and, subject to clause 10.3(f), sub-licence any other third party to do so):
  - (i) the Supplier's Pre-existing IPR; and
  - (ii) any Intellectual Property Rights not assigned to the Principal under this Agreement in relation to any Deliverables and the Services to the extent necessary to allow the Principal the full benefit and enjoyment of the Deliverables and Services and this Agreement, and the Supplier must upon request by the Principal, do all things as may be necessary (including executing any documents) to give full effect to this clause 10.2(b).

### **10.3 Deliverables**

- (a) The Supplier agrees that, immediately upon the creation of any Deliverables, the Principal owns the Deliverables.
- (b) The Supplier assigns to the Principal all existing and future Intellectual Property Rights subsisting in and to any Deliverables (including any

Deliverables which have been jointly created, developed or brought into existence by the Principal and the Supplier) excluding all Pre-existing IPR.

- (c) The Supplier must do all things reasonably required, including executing any documents, to further effect the assignment of the Intellectual Property Rights in the Deliverables from the Supplier to the Principal in this clause 10.3.
- (d) The Supplier must procure that its Personnel ensure that the ownership of the Intellectual Property Rights in the Deliverables which would, but for the application of this clause 10.3 vest in such Personnel, vest in or are transferred or assigned immediately to the Principal on and from the date of creation.
- (e) Unless this Agreement provides otherwise or a contrary intention is set out in or exists in respect of a relevant Deliverable, the Principal acknowledges and agrees that the Deliverables are solely for the benefit of the Principal and/or for the purposes set out in the relevant Deliverable, and may not otherwise be relied upon by any other person.
- (f) The Principal may, at any time and without notice to the Supplier, grant to the following third parties a sub-licence to use, reproduce, make adaptations of, modify or incorporate into other works any of the Intellectual Property Rights granted by the Supplier to the Principal under clause 10.2(b):
  - (i) an Authority; or
  - (ii) a contractor engaged to provide services to the Principal, for the sole purpose of that contractor's provision of those services.
- (g) Subject at all times to the Supplier's compliance with the requirements of clause 17 (Confidentiality), the Principal grants to the Supplier a non-exclusive, perpetual, non-transferrable, royalty free licence to exercise Intellectual Property Rights in the Deliverables and the Principal's Pre-existing IPR solely for the purpose of:
  - (i) performing the Services and the Supplier's obligations under this Agreement; and
  - (ii) the Supplier's internal record keeping, risk management and quality assurance purposes.

#### 10.4 Moral rights

- (a) The Supplier must procure from those of its Personnel that have any Intellectual Property Rights in the Deliverables, a consent in writing authorising:
  - (i) the Principal, its licensees and successors in title; and
  - (ii) any other person authorised by the Principal or by such a licensee or successor in title,

to use such material for the purposes for which the material was created and for the Principal's other business purposes, including exercising for any of those purposes all acts comprised in the copyright in the material, even if that use or act would infringe any "moral rights" (as that expression is defined in the *Copyright Act 1968 (Cth)* of any person.

- (b) The Supplier must ensure that the consents of its Personnel are genuinely given and must promptly provide the Principal with written evidence of all such consents if required by the Principal.

## 11 Warranties and representations

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### 11.1 Supplier's warranties and representations

The Supplier warrants and represents to the Principal that:

- (a) it and its Personnel have, or will have at the relevant time, the resources, knowledge, skill, ability, expertise, competence, competencies and qualifications to Supply the Services and any Deliverables and comply with this Agreement;
- (b) the Services and the provision of any Deliverables will be undertaken and completed in a diligent and workmanlike manner;
- (c) the Services and any Deliverables will be fit and safe for their intended purpose at all times;
- (d) the Services will be performed with all due care and skill and in accordance with this Agreement, as well as all applicable Laws, standards, principles and practices including the WHS Laws;
- (e) whilst on the Principal's premises its Personnel will at all times comply with the Principal's (or the Principal's Contract Manager's) directions and policies;
- (f) the provision of the Services will not infringe any rights of any third party or any Law;
- (g) it has full authority and power to enter into and perform its obligations under this Agreement and can do so without the consent of any other person;
- (h) it has taken all action which is necessary to authorise the performance of this Agreement in accordance with its terms;
- (i) it is solvent;
- (j) it has not entered or taken steps to enter and does not propose to enter into any arrangement, compromise or assumption with or assignment for the benefit of its creditors or any class of them; and
- (k) if it is entering into this Agreement as trustee of any trust or settlement **(Client Trust)**:

- (i) it is the only trustee of the Client Trust and no action has been taken or is proposed to remove it as trustee of the Client Trust;
- (ii) true copies of the trust deed for the Client Trust and other documents relating to the Client Trust have been provided to the Supplier and disclose all the terms of the Client Trust;
- (iii) it has the power under the terms of the Client Trust to enter into and comply with its obligations under this Agreement, and believes it is prudent to enter into this Agreement;
- (iv) it considers that entry into this Agreement is for the benefit of the unit holders or beneficiaries of the Client Trust;
- (v) it has a right to be fully indemnified out of the Client Trust assets in respect of obligations incurred by it under this Agreement and the assets of the Client Trust are (and will be) sufficient to satisfy that right of indemnity and all other obligations in respect of which the Supplier has a right to be indemnified out of the Client Trust assets, and that right to be indemnified has priority over the rights of the beneficiaries of the Client Trust and has not been waived, varied, or modified in any manner whatsoever;
- (vi) the execution, delivery and performance of this Agreement will not result in a breach of, or constitute a default under, the trust deed; and
- (vii) without operating to limit such liability, any liability of the Supplier arising under or in connection with this Agreement can be enforced against the Supplier:
  - (A) to the extent to which it can be satisfied out of the assets of the Client Trust; and/or
  - (B) to the extent to which it can be satisfied out of the assets of the Supplier or its insurance.

## 11.2 Third party warranties

- (a) Where the Supplier supplies services to the Principal as part of providing the Services that the Supplier procured from third parties, or where the Services incorporate material, components, parts, items or consumables obtained from a third party, the Supplier must assign to the Principal, to the extent permitted by Law, the benefits of any warranties given by such a third party.
- (b) Assignment of any third party warranties is in addition to the warranties given by the Supplier under this Agreement and does not relieve the Supplier of its own warranty obligations.

## 12 Additional obligations where Supplier contracts as trustee

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- (a) If the Supplier enters into this Agreement as trustee of any Client Trust, for as long as the Supplier's has obligations under this Agreement, the Supplier must:
- (i) comply with its obligations under the trust deed of the Client Trust and at Law;
  - (ii) not resign, retire or cause its removal as trustee of the Client Trust or permit any substitute or additional trustee to be appointed, unless:
    - (A) where the Supplier resigns, retires or is otherwise removed or substituted as trustee of the Client Trust, the Supplier at no additional cost to the Principal, obtains (before the date of that resignation, retirement, removal, or substitution (as applicable), and on terms acceptable to the Principal) a novation of this agreement to the Supplier's successor as trustee of the Client Trust, under which that successor must:
      - (i) take over the Supplier's rights and obligations under this Agreement; and
      - (ii) assume liability for any past acts or omissions of the Supplier under or in connection with this agreement, as if they were acts or omissions of the successor; or
    - (B) where any additional trustee is appointed over the Client Trust, the Supplier obtain for the Principal, at no additional initial or ongoing cost to the Principal, an agreement with that additional Client Trustee on the same terms as this Agreement;
  - (iii) not do anything which effects or facilitates the termination of the Client Trust; and
  - (iv) not do anything which amends or revokes the terms of the Client Trust such that it is no longer able to comply with its obligations under this Agreement.
- (b) The Supplier's liability in respect of any claim, action, demand or proceedings in connection with this Agreement is not limited, reduced or in any way affected if, under the trust deed or by operation of Law there is a reduction in the extent of the Supplier's indemnification out of the assets of the Client Trust.

## 13 Indemnities

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- (a) To the extent permitted by Law, the Supplier indemnifies the Principal and each of its officers, employees and agents (each an "**Indemnified Party**") against any loss, damage, claim, action, expense, cost or liability (including

legal fees on a solicitor-client basis) incurred by an Indemnified Party directly or indirectly in connection with:

- (i) a breach of this Agreement by the Supplier, including any failure to provide the Services in accordance with this Agreement;
  - (ii) a breach of Law by the Supplier;
  - (iii) a representation made by the Supplier being incorrect or misleading in any way;
  - (iv) an act or omission by the Supplier or its Personnel which is not required under this Agreement;
  - (v) personal injury, death or property damage caused or contributed to by the Supplier or its Personnel; or
  - (vi) any infringement of, or claim in regard to, any third party Intellectual Property Right arising as a result of:
    - (A) the Supplier or its Personnel providing the Services or carrying out obligations under this Agreement;
    - (B) the Deliverables supplied to the Principal by the Supplier infringing that third party's Intellectual Property Rights; and
    - (C) the Principal or its Personnel carrying out its obligations under this Agreement.
- (b) The Supplier's liability to indemnify an Indemnified Party under clause 13(a), other than in respect of the indemnity under clause 13(a)(vi), will be reduced proportionally to the extent that a negligent act or omission of the Indemnified Party has contributed to the loss, damage, claim, action, expense, cost or liability .
- (c) It is not necessary for the Principal to incur expense or make any payment before enforcing a right of indemnity conferred by this Agreement.

## **14 Insurance**

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### **14.1 Insurance Policies**

The Supplier must obtain and maintain the following insurance policies:

- (a) a public liability insurance policy:
  - (i) to cover loss or damage to property or injury or death to persons arising out of or in connection with the provision of the Services;
  - (ii) for at least the amount of cover specified in Item 17 of the Key Details; and
  - (iii) for the duration of this Agreement

- (b) a professional indemnity insurance policy:
  - (i) covering the Supplier's liability for breach of professional duty arising out of any negligence, whether in relation to errors in design, documentation, supervision or other professional duties and extended to include civil liability and trade practices legislation;
  - (ii) for at least the amount of cover specified in Item 18 of the Key Details;
  - (iii) for the duration of this Agreement and for a period of 7 years from the end of the Services Term; and
  - (iv) which complies with the Institute of Chartered Accountants in Australia Regulations.
- (c) all insurances required under statute (including employer's liability and motor vehicle insurance); and
- (d) any other insurance policies specified in Item 19 of the Key Details for the period and on the terms specified in Item 19 of the Key Details or as otherwise notified in writing by the Principal to the Supplier,

(together the **Insurance Policies**).

#### 14.2 Insurers

The Supplier must take out and keep current all of the insurance policies that the Supplier is required to effect and maintain under this Agreement with an insurer:

- (a) that is authorised under the Insurance Act 1973 (Cth) to carry on an insurance business in Australia and is supervised by the Australian Prudential Regulation Authority (APRA); or
- (b) which (other than for professional indemnity insurance) has a security rating of at least A minus from Standard & Poor's, AM Best or an equivalent rating from another internationally recognised rating agency.

#### 14.3 Evidence of insurance

The Supplier must:

- (a) at the times required by the Principal, provide to the Principal certificates of currency in respect of the Insurance Policies required under this Agreement.
- (b) promptly notify the Principal of any insurer's notice to cancel an Insurance Policy;
- (c) if requested by the Principal, promptly notify the Principal of any material circumstance that may give rise to a claim under any of the Insurance Policies which have an aggregate limit of liability, and keep the Principal's Contract Manager informed of any subsequent action and developments which may result in further erosion of any policy aggregate limit; and

- (d) where any of the Insurance Policies are due to expire during the duration of this Agreement, prior to such expiration, obtain a replacement Insurance Policy and provide the Principal with evidence of the replacement Insurance Policy.

#### 14.4 Failure to effect insurance

- (a) If the Supplier fails to obtain or maintain or provide evidence of any Insurance Policy as required by this Agreement, the Principal may in its absolute discretion:
  - (i) obtain and maintain an Insurance Policy and recover the cost directly from the Supplier or by set-off in accordance with clause 8.8; or
  - (ii) terminate this Agreement for breach by the Supplier of its obligations under this Agreement.
- (b) The Principal's rights under this clause 14.4 will not have the effect of reducing the Supplier's obligations to comply with this clause 14.

### 15 Agreement Management

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#### 15.1 Principal's Representative

- (a) The Principal must ensure that at all times there is a Principal's Representative who:
  - (i) may exercise all of the powers of the Principal under this Agreement; and
  - (ii) may by notice in writing to the Supplier, delegate any of the Principal's Representative's powers, except the power to delegate.
- (b) The Principal may name another person as its Representative by notice in writing to the Supplier. The appointment of the person named in the notice as the Principal's Representative will be effective from the date that notice is given to the Supplier in accordance with clause 20.1.
- (c) The parties acknowledge and agree that the Principal's Contract Manager has been appointed as a delegate by the Principal's Representative to exercise the powers specifically conferred on the Principal's Contract Manager by this Agreement.

#### 15.2 Directions by the Principal's Representative

- (a) The Principal's Representative must issue any direction to the Supplier in writing except where otherwise specified in this Agreement.
- (b) The Supplier must comply, and ensure that its Personnel comply, with all reasonable instructions given by the Principal or the Principal's Representative with respect to performing the Services, including directions in relation to:



- (i) compliance by the Supplier or its Personnel with any Law concerning safety; and
- (ii) any practice or procedure of the Supplier or its Personnel that the Principal considers is unsafe.

### 15.3 **Supplier's Representative**

- (a) The Supplier must ensure that at all times there is a Supplier's Representative who:
  - (i) may exercise all of the powers of the Supplier under this Agreement; and
  - (ii) may by notice in writing to the Principal, delegate any of its powers except the power to delegate.
- (b) The Supplier may only replace any person named as its Representative with the Principal's Representative's consent (which will not be unreasonably withheld) and provided that:
  - (i) the person proposed as the replacement for the Supplier's Representative is of an equal or higher seniority as the currently nominated Supplier's Representative; and
  - (ii) the change in the person proposed as the replacement for the Supplier's Representative will not adversely affect the quality of the relationship between the Principal and the Supplier.
- (c) The Supplier must obtain the Principal's consent to the person proposed as the replacement for the Supplier's Representative, prior to the person named as the Supplier's Representative ceasing to act in this role either temporarily or permanently, or as soon as practicable after the person named as the Supplier's Representative ceases to act in the role.
- (d) The Supplier must ensure that the Supplier's Representative is contactable telephonically at all times and is available to meet during Normal Working Hours other than at the time of an emergency when a meeting may be required at any time by the Principal's Representative and otherwise at all other times on reasonable notice by the Principal's Representative.
- (e) The parties acknowledge and agree that the Supplier's Contract Manager has been appointed as a delegate by the Supplier's Representative to exercise the powers specifically conferred on the Supplier's Contract Manager by this Agreement.

### 15.4 **Role of the Contract Manager**

Each party must appoint a person as its Contract Manager to represent it as required under this Agreement.

### 15.5 **Principal's Contract Manager**

The Principal acknowledges that, in order for the Supplier to effectively provide the Services, the Principal's Contract Manager must be:

- (a) able to make day to day decisions relating to the provision of the Services;
- (b) contactable by the Supplier during Normal Working Hours other than at the time of an emergency when a meeting may be required at any time and otherwise at all other times on reasonable notice by the Supplier's Contract Manager;
- (c) available for regular meetings with managers and representatives of the Supplier; and
- (d) fully acquainted with the Services and all aspects of this Agreement.

#### 15.6 Replacement of the Supplier's Contract Manager

- (a) The Principal may, in its reasonable discretion, request the replacement of the Supplier's Contract Manager.
- (b) The Supplier must replace its Contract Manager if requested to do so by the Principal.
- (c) The Supplier must not remove or replace its Contract Manager without the prior written consent of the Principal unless that Contract Manager ceases to be employed by the Supplier.

#### 15.7 Requirements of the Supplier's Contract Manager

The Supplier must ensure that the Supplier's Contract Manager:

- (a) has the authority to make any decisions relating to the provision of the Services;
- (b) is contactable by the Principal during Normal Working Hours other than at the time of an emergency when a meeting may be required at any time and otherwise at all other times on reasonable notice by the Principal's Contract Manager;
- (c) is available for regular meetings with managers and representatives of the Principal as required by the Principal;
- (d) is fully acquainted with the Services and all aspects of this Agreement;
- (e) upon request by the Principal, prepares any required report regarding compliance with this Agreement by the Supplier;
- (f) accepts principal responsibility for preparing all necessary reports pursuant to this Agreement; and
- (g) notifies the Principal if it becomes reasonably apparent at any stage that the Services or any component of the Services:
  - (i) may produce inconsistent or unintended consequences for the Principal;
  - (ii) may breach the Intellectual Property Rights of any third party; or

- (iii) may be inappropriate for operation in conjunction with, or otherwise incompatible with, the Principal's technology, business, systems or processes.

## 16 Subcontracting

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- (a) The Supplier must not, without the prior consent of the Principal's Representative acting in their absolute discretion, subcontract its obligations under this Agreement to any third party.
- (b) The Supplier must ensure that any subcontractor engaged by it complies with all obligations imposed on the Supplier by this Agreement. The Supplier will not as a result of any subcontracting arrangement be relieved from the performance of any obligation under this Agreement and will be liable for all acts and omissions of a subcontractor as though they were the actions of the Supplier itself.
- (c) The Supplier must ensure that every subcontractor, supplier and consultant engaged by it to provide any part of the Services in New South Wales is insured at all times:
  - (i) for workers compensation and related liabilities in accordance with the requirements of the *Workers Compensation Act 1987 (NSW)*; or
  - (ii) if workers compensation cover cannot be legally obtained, under a personal accident policy of insurance to cover personal accidents and related liabilities.

## 17 Confidentiality

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### 17.1 Use of Confidential Information of the Principal

- (a) The Supplier must ensure that it and its Personnel:
  - (i) use and reproduce Confidential Information of the Principal only to perform its obligations under this Agreement;
  - (ii) not disclose or otherwise make available the Principal's Confidential Information other than to Personnel who have a need to know the information to enable the Supplier to perform its obligations under this Agreement; and
  - (iii) if required by the Principal, ensure that the Supplier's Personnel execute a 'Confidentiality Deed Poll' and 'Conflict of Interest Declaration' in a form specified by the Principal.
- (b) Subject to clause 17.1(d), all of the Principal's Confidential Information will remain the property of the Principal and all copies or other records containing the Principal's Confidential Information (or any part of it) must be returned by the Supplier to the Principal on termination or expiry of this Agreement.

- (c) The Supplier acknowledges and agrees that the Principal will be entitled (in addition to any other remedy it may have) to seek an injunction or other equitable relief with respect to any actual or threatened breach by the Supplier of this clause 17.1 and without the need on the part of the Principal to prove any special damage.
- (d) The Supplier may retain Confidential Information following expiry or termination of this Agreement;
  - (i) to the extent it is required by Law to do so; or
  - (ii) solely for internal risk management and quality assurance purposes,
 provided that at all relevant times the Supplier retains such Confidential Information subject to an ongoing duty of confidentiality and in accordance with this clause 17.

## 17.2 Disclosure of Supplier's information

- (a) Subject to clauses 17.2(b) and 17.2(c), the Principal agrees to treat as confidential all information of or relating to the Supplier that is provided to it, whether under this Agreement or the RFT, by or on behalf of the Supplier which the Supplier notifies in writing to the Principal is confidential.
- (b) The Supplier hereby consents to the Principal disclosing any confidential information of the Supplier:
  - (i) as required by Law;
  - (ii) to external consultants and advisers of the Principal engaged with regard to this Agreement; or
  - (iii) as required to be disclosed by the Principal or government policy.
- (c) The Principal may also exchange information about the Supplier with other Authorities and the Supplier releases the Principal from all claims and actions that the Supplier may otherwise be entitled to make in connection with the sharing of such information.

## 18 Termination

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### 18.1 Termination for breach

Without prejudice to any other right or remedy that the Principal may have under this Agreement or otherwise (including under clause 4.5), the Principal's Representative may by written notice terminate this Agreement with immediate effect if the Supplier:

- (a) becomes insolvent, bankrupt or subject to any form of external administration; or
- (b) breaches a material term of this Agreement, that in the reasonable opinion of the Principal is not capable of remedy; or

- (c) breaches a term of this Agreement and fails to remedy the breach within 10 Business Days after receiving written notice from the Principal to do so; or
- (d) fails to comply with a KPI action plan required by the Principal pursuant to clause 4.7.

## 18.2 Termination without cause by the Principal

- (a) Without limiting or otherwise restricting clause 18.1, the Principal may at any time for its sole convenience, and for any or no reason, terminate this Agreement without cause by giving the Supplier not less than 10 Business Days notice in writing, and in such event the Principal will:
  - (i) pay the Supplier for the Services performed up to and including the date of termination, provided that such Services have been, in the reasonable opinion of the Principal's Representative, performed in accordance with this Agreement and any directions given by the Principal; and
  - (ii) subject to the terms of this Agreement, return any Security Amount held as security.
- (b) Except in respect of the amount payable under clause 18.2(a), the Principal will have no liability to the Supplier for any other payment as a result of or in connection with termination under clause 18.2(a).
- (c) Upon termination of this Agreement pursuant to clause 18.2(a):
  - (i) the provision of the Services must cease from the time and date specified in the notice under clause 18.2(a), or if no time and date is stated, within 10 Business Days of receipt by the Supplier of the notice ; and
  - (ii) the Principal, in its absolute discretion, may complete the provision of the Services by itself or engage other contractors to carry out the uncompleted Services.
- (d) As a condition precedent to any entitlement to payment under clause 18.2(a) the Supplier must hand over to the Principal the originals of any documents provided by the Principal.

## 18.3 Consequences of termination

Termination of this Agreement will not prejudice any right of action or remedy which the Principal may have accrued prior to termination of this Agreement.

## 18.4 Transfer of information following termination

Following termination of this Agreement in accordance with this clause 18, the Supplier's Contract Manager must meet with the Principal's Contract Manager and such other persons nominated by the Principal with a view to ensuring, among other things, that the Principal or the person nominated by the Principal has sufficient information to enable the Principal or the person nominated by the Principal to provide the Services.

## **19 Dispute Resolution**

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### **19.1 Notice of dispute**

If a dispute between the Supplier and the Principal arises in connection with this Agreement:

- (a) either party may give to the other a notice specifying the nature and details of the dispute; and
- (b) the dispute will be resolved in accordance with the procedure set out in this clause 19.

### **19.2 Executive negotiation**

A dispute that is the subject of a notice given under clause 19.1 must be referred to a senior executive of each party who is authorised to meet with a view to resolving the dispute.

### **19.3 Mediation**

If the senior executives do not resolve the dispute within 10 Business Days after the notice is given under clause 19.1 (or such longer period as the parties may agree), either party may refer the dispute to the Australian Commercial Disputes Centre Limited (**ACDC**) for mediation in accordance with clause 19.4.

### **19.4 Mediation Process**

If a dispute is referred to ACDC for mediation in accordance with clause 19.3:

- (a) the mediation will be conducted in accordance with ACDC's Commercial Mediation Guidelines; and
- (b) each party will bear its own costs of the mediation and share equally in the costs of the mediator and ACDC.

### **19.5 Litigation**

If the parties fail to resolve the dispute by mediation, either party may commence litigation.

### **19.6 Continuation of obligations**

Despite the existence of a dispute, the Supplier must continue to comply with its obligations under this Agreement.

## **20 General provisions**

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### **20.1 Notices**

- (a) Notices must be in writing and delivered to or sent by pre-paid post, email or facsimile to the recipient's Representative at the address, email address or fax number set out in the Key Details unless a substitute address, email

address or fax number has been notified in writing by a party to the other party.

- (b) The parties agree that a notice will be deemed received:
- (i) if delivered by hand, on the date of delivery;
  - (ii) if sent by pre-paid post, 3 Business Days after posting;
  - (iii) if sent by facsimile, on confirmation of correct transmission of the facsimile; or
  - (iv) if sent by email, the date for receipt of an "electronic communication" that would be determined if section 13A of the *Electronic Transactions Act 2000 (NSW)* were to apply in respect of the email,

provided that any notice personally delivered or sent by facsimile or electronically after 5.00pm on any Business Day will be deemed to have been validly delivered at 9.00am on the next Business Day.

- (c) Any notice given by email must also be delivered or sent by facsimile or by hand if it relates to a variation or dispute in connection with this Agreement.
- (d) A notice sent by facsimile or email will be deemed to be in writing for the purposes of this clause.

## 20.2 **Governing Law and Jurisdiction**

This Agreement is subject to and construed in accordance with the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

## 20.3 **Severance**

Should any part of this Agreement be or become invalid, unenforceable or illegal that part will be severed and will not affect the validity or enforceability of the remaining parts.

## 20.4 **Amendment**

This Agreement may only be amended by a written instrument executed with the requisite authority.

## 20.5 **Waiver**

No right or remedy under this Agreement will be deemed to be waived unless evidenced in writing signed by the party waiving that right or remedy, and a waiver of a breach of this Agreement does not operate as a continuing waiver or operate as a waiver of a subsequent breach, unless a contrary intention is clearly expressed in writing.

## 20.6 No agency or partnership

The Principal and the Supplier are independent contractors and nothing in this Agreement creates or constitutes a partnership, joint venture, agency or other legal relationship between the Principal and the Supplier.

## 20.7 Assignment and novation

- (a) The Supplier must not assign, novate or otherwise transfer any right or interest under this Agreement without the Principal's prior written consent, which may be given or withheld at the Principal's absolute discretion.
- (b) The Principal may assign (without the Supplier's prior written consent) or novate or otherwise transfer its rights and obligations under this Agreement to any third party including any other Authority to give effect to any restructure of the Principal and the Supplier must execute any document reasonably required to give effect to the assignment, novation or transfer.
- (c) The Supplier acknowledges and agrees that the NSW Government has embarked upon a restructure of the operation and ownership of railways in NSW, and the Principal's or RailCorp's assets, rights and liabilities may at any time be transferred to other entities established by the NSW Government.
- (d) Without limiting the Principal's rights under clause 20.7(b), the Supplier agrees:
  - (i) that this agreement, and any assets, rights or liabilities the Principal or RailCorp holds in connection with this agreement may be novated, assigned or otherwise transferred from the Principal or RailCorp to any other Authority or entity established by the NSW Government;
  - (ii) to undertake all actions required by the Principal or RailCorp to effect, or in connection with, such a novation, assignment or other transfer, including promptly executing any instrument in relation to the same; and
  - (iii) that it is not entitled to make, and the Principal or RailCorp and any novatee, assignee or transferee will not be liable upon, any claim arising from or in connection with any matter, transfer, novation or assignment contemplated by this clause 20.7.

## 20.8 Civil Liability Act

- (a) The operation of Part 4 of the *Civil Liability Act 2002* (NSW) (and any equivalent statutory provision in any other state or territory) (the "**Proportionate Liability Legislation**") is excluded in relation to rights, obligations or liabilities of either Party under this Agreement, whether these rights, obligations or liabilities are sought to be enforced in contract, tort or otherwise, but only to the extent:
  - (i) permitted by Law; and
  - (ii) that a claim by the Principal against the Supplier (whether in contract, tort or otherwise) relates to loss or liability caused or



contributed to by an act or omission of a sub-contractor of the Supplier.

- (b) To the extent permitted by Law:
- (i) the Supplier must not seek to apply the provisions of the Proportionate Liability Legislation in relation to any claim by the Principal against the Supplier (whether in contract, tort or otherwise) which relates to loss or liability caused or contributed to by an act or omission of a sub-contractor of the Supplier; and
  - (ii) if any of the provisions of the Proportionate Liability Legislation are applied to any claim by the Principal against the Supplier (whether in contract, tort or otherwise) which relates to loss or liability caused or contributed to by an act or omission of a sub-contractor of the Supplier, the Supplier will indemnify the Principal against any loss, damage, cost or expense that forms part of a claim by the Principal against the Supplier which the Principal cannot recover from the Supplier because of the operation of the Proportionate Liability Legislation to the extent that such loss, damage, cost or expense would have otherwise been recoverable under this Agreement or at Law.

## 20.9 Exchange of information between government agencies

Without limiting or otherwise restricting Appendix 1:

- (a) the Supplier authorises the Principal to make information concerning the Supplier available to other NSW government agencies. Such information may include, but is not limited to, any information provided by the Supplier to the Principal and any information relating to the Supplier's performance under the Agreement;
- (b) the Supplier acknowledges that information about the Supplier from any source, including substantiated reports of unsatisfactory performance, may be taken into account by NSW government agencies considering whether to offer the Supplier future opportunities for NSW government work;
- (c) the Supplier acknowledges and agrees that the communication of such information to any NSW government agency is a communication falling within section 30 of the *Defamation Act 2005 (NSW)*; and
- (d) the Supplier releases and indemnifies the Principal and the state of New South Wales from and against any claim in respect of any matter arising out of such communications, including the use of such information by the recipient.

## **Appendix 1 - Principal's policies and procedures and related Supplier obligations**

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All clause references in this Appendix are references to clauses in this Appendix unless otherwise indicated.

Defined terms in this Appendix have the same meaning as in the General Terms and Conditions.

### **1 Ariba Supplier Network**

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The Supplier acknowledges that:

- (a) where possible the Principal conducts business with suppliers electronically, including exchanging data to create purchase orders, purchase order acknowledgments and invoices;
- (b) as at the date of this Agreement, the Principal uses the Ariba Spend Management <sup>TM</sup> platform for data exchange with its suppliers; and
- (c) if the Supplier is requested by the Principal to register as a supplier on the Ariba Supplier Network <sup>TM</sup> it will do so and that any costs incurred are not recoverable from the Principal.

### **2 Supplier's compliance with Government Policies and Agreements**

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- (a) The Supplier acknowledges that when selecting the Supplier, the Principal, as a NSW Government authority, was obliged to consider the Supplier's compliance with the:
  - (i) NSW Government Local Jobs First Plan unless the Services are construction services;
  - (ii) NSW Government Preference Scheme unless the Services are construction services;
  - (iii) Australian New Zealand Government Procurement Agreement; and
  - (iv) Australia-United States Free Trade Agreement.
- (b) The Supplier warrants that any information it provided to the Principal in its tender proposal in respect of its compliance with the requirements of the documents listed in clauses 2(a)(i) to 2(a)(iv) will remain true for the duration of this Agreement.

### **3 Corruption Prevention**

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- (a) The Supplier must at all times comply with the Code of Practice for Procurement.

- (b) The Supplier must ensure that, except as declared to the Principal prior to the Agreement Date, no officer or senior manager of the Supplier has or is engaged in corrupt conduct as defined by the Independent Commission Against Corruption Act 1988 (NSW).
- (c) If the Supplier or an officer or senior manager of the Supplier is found by the Independent Commission Against Corruption to have engaged in corrupt conduct (as defined by the Independent Commission Against Corruption Act 1988) or if the Supplier has engaged any person in contravention of clause 3(d), the Principal may terminate this Agreement for breach of a material term of this Agreement.
- (d) The Supplier must not, and must ensure that subcontractors at any level do not, engage any person named at:

<http://www.transport.nsw.gov.au/railcorp/individuals-adversely-named-icac>

to do any thing in connection with this Agreement whether as an employee, agent, contractor or in any other capacity whatsoever.

- (e) If the Supplier breaches this clause 3, the Principal may terminate this Agreement immediately by providing notice to the Supplier.

#### **4 Statement of Business Ethics**

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- (a) The Supplier must at all times comply with the Statement of Business Ethics.
- (b) Prior to the engagement of any subcontractor by the Supplier, the Supplier must obtain a written acknowledgement from such subcontractor that it has received, read, understood and will comply with the Statement of Business Ethics. The Supplier must retain the documentation required by this clause 4(b) for a period of seven years and must provide such documentation to the Principal as and when requested.
- (c) If the Supplier fails to comply with the Statement of Business Ethics, the Principal's Representative may issue a written notice to show cause why this Agreement should not be terminated if in the reasonable opinion of the Principal's Representative such non-compliance is a material breach of the Supplier's obligations under this clause 4.
- (d) If a person has committed a material breach of the Statement of Business Ethics and the Supplier has material information, knowledge of, or believes that such a breach has been committed, the Supplier must notify the Principal's Representative of such information, knowledge or belief. If the Supplier fails without reasonable excuse to notify the Principal's Representative of such information, knowledge or belief, the Principal's Representative may issue a written notice to the Supplier to show cause why this Agreement should not be terminated if in the reasonable opinion of the Principal's Representative, such non-compliance is a material breach of the Supplier's obligations under this clause 4(d).

- (e) A notice issued by the Principal's Representative pursuant to this clause 4 must state:
  - (i) that it is a notice issued under this clause 4;
  - (ii) details of the alleged failure by the Supplier to comply with the Principal's Statement of Business Ethics or clause 4(d);
  - (iii) that the Supplier is required to show cause as to why the Principal should not exercise the right referred to in clause 4(g);
  - (iv) the date and time by which the Supplier must show cause; and
  - (v) the address to which the Supplier must submit its written response to the notice issued by the Principal's Representative.
- (f) The Supplier must respond to a notice received pursuant to this clause 4 in writing to the Principal's Representative within 10 Business Days of the date of the notice.
- (g) If the Supplier fails to show reasonable cause within the time required by clause 4(f) and without limiting any other right available to the Principal, the Principal's Representative may:
  - (i) advise the Supplier that the Principal will take no further action in respect of the notice;
  - (ii) require the Supplier to provide further information or clarification by another date;
  - (iii) suspend this Agreement; or
  - (iv) terminate this Agreement for breach with immediate effect.
- (h) If the Principal's Representative suspends this Agreement under clause 4(g) the Principal's Representative may, at any time after such suspension, by written notice:
  - (i) lift the suspension either conditionally or unconditionally; or
  - (ii) terminate this Agreement for breach with immediate effect.

For the purposes of this clause 4 "Supplier" includes the Supplier's directors, officers, employees, consultants, agents, contractors and subcontractors.

## **5 Quality Management**

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- (a) If required by Item 21 of the Key Details, the Supplier must establish, implement and maintain for the duration of this Agreement a quality management system complying with the requirements of the standard specified therein.

- (b) Any quality system must be used only as an aid to achieving compliance with this Agreement and to document such compliance and does not discharge the Supplier's other obligations under this Agreement.
- (c) The Supplier will not be relieved from compliance with any of its obligations, or any of its liabilities, under this Agreement or otherwise at Law as a result of:
  - (i) the implementation of, and compliance with, the quality system requirements of this Agreement;
  - (ii) any direction by the Principal's Contract Manager concerning the Supplier's quality system or its compliance or non-compliance with that system; or
  - (iii) any audit or other monitoring by the Principal's Contract Manager of the Supplier's compliance with the quality system.

## **6 Safety Management**

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- (a) The Supplier must comply with the WHS Laws and the requirements set out in the Safety Specification.
- (b) The Supplier must prepare a Safe Work Method Statement and provide it to the Principal's Representative within 10 Business Days of the Agreement Date.
- (c) If at any time the Supplier becomes aware of any health or safety hazard in relation to the Services either prior to or after providing the Services, the Supplier must:
  - (i) immediately advise the Principal's Representative in writing of the nature of the hazard or risk;
  - (ii) promptly review the Services and immediately suspend provision of any Services; and
  - (iii) promptly devise and submit a plan to the Principal's Representative to address or rectify the hazard or risk.
- (d) The Supplier must ensure that its Personnel:
  - (i) are not under the influence of alcohol or any drug while Supplying the Services;
  - (ii) are not under the influence of alcohol or any drug within the meaning of the Rail Safety National Law when entering the Rail Corridor or performing activities in connection with this Agreement;
  - (iii) comply with the Drug and Alcohol Policy; and
  - (iv) comply with any request by the Principal to submit to an alcohol or drug test made in accordance with the Rail Safety National Law.
- (e) At the Principal's direction, the Supplier must immediately remove any Personnel from the Principal's premises that refuse to submit to an alcohol

or drug test or have been found to be under the influence of alcohol or any other drug including within the meaning of the Rail Safety National Law.

- (f) Without limitation to any other rights, the Supplier to the extent permitted by Law indemnifies the Principal against any and all claims that may be imposed under or that may arise out of the enforcement of any section of the Rail Safety National Law, as a result of any breach by the Supplier or its Personnel of the Rail Safety National Law or this clause 6.
- (g) The Supplier's liability to indemnify the Principal under clause 6(f) will be reduced proportionally to the extent that the loss, expense or damage was contributed to by a negligent act or omission of the Principal or its Personnel.
- (h) The Principal may from time to time amend the obligations imposed upon the Supplier under the Safety Specification. Should any such amendment impose any additional costs, charges or expenses upon the Supplier, the Supplier must promptly notify the Principal of such additional costs, charges and expenses in the form of an updated Contract Sum and/or Services Rates. If the Principal disputes the updated Contract Sum and/or Services Rates submitted by the Supplier, such dispute will be resolved in accordance with the dispute resolution provisions of this Agreement with the agreed Contract Sum and/or Services Rates applying from the date of implementation of the amended Safety Specification.

## **7 Work Health and Safety**

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- (a) If required in Item 21 of the Key Details, the Supplier must establish, implement and maintain for the duration of this Agreement, Work Health and Safety System complying with the requirements in Item 21 of the Key Details and the WHS Laws.
- (b) The Supplier must (and must ensure that its Personnel):
  - (i) comply with the WHS Law;
  - (ii) comply with any occupational or work health and safety policy, practice or procedure adopted or required by the Principal from time to time;
  - (iii) comply with any Work health and Safety System; and
  - (iv) ensure that all of its Personnel comply with the Safety Specification.
- (c) The Supplier acknowledges and agrees that:
  - (i) the Principal may in its absolute discretion, direct changes to the Work Health and Safety System;
  - (ii) in the event that the Principal gives a direction in accordance with clause 7(c)(i), the responsibility of the Supplier under this Agreement will not be relieved or reduced nor will the Principal be made responsible to the Supplier as a result of issuing that direction except to the extent that it gives rise to a variation.

## **8 Environmental Management**

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If Item 22 of the Key Details states that an environmental management system is applicable the Supplier must:

- (a) comply with the requirements set out in the Principal's Environmental Management Specification; and
- (b) establish, implement and maintain for the duration of this Agreement an environmental management system complying with the requirements of Item 22 of the Key Details.

## **9 Competitive Pricing**

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### **9.1 Competitive pricing principles**

The Principal and the Supplier agree that it is their common intention that the Contract Sum will be (and will remain for the duration of this Agreement) commercially competitive in terms of:

- (a) the price offered by the Supplier to other customers whose orders for its services are of a comparable type to the Services; and
- (b) prices and terms and conditions offered by other providers in the market for services that are the same as or equivalent to the Services.

### **9.2 Most favoured pricing**

The Supplier must ensure at all times during the duration of this Agreement that the Contract Sum is no less favourable than any price at which the Supplier provides or offers to provide services that are equivalent or similar to the services supplied to any other customer of the Supplier, whose orders for its supply of services are of a comparable type to the Services.

## **10 Access to Records**

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### **10.1 Supplier to retain records**

The Supplier must, for the Services Term and for a period of seven years after the end of the Services Term keep true and accurate accounts and records of:

- (a) all Services supplied under this Agreement; and
- (b) all associated accounts and records including all supporting materials used to generate and substantiate invoices submitted in respect of Services.

### **10.2 Right to access and audit**

- (a) In order to ensure compliance with its obligations under this Agreement and to identify opportunities for achieving reductions in the total cost of supply,

the Supplier acknowledges and agrees that the provision of the Services will be conducted and operated on an "open book" basis.

- (b) The Principal's Representative and/or any person authorised by the Principal's Representative (and notified to the Supplier's Representative) may at any time, after giving reasonable notice at any time during Normal Working Hours, inspect and/or audit the accounts, records, information and correspondence of the Supplier relating to the provision of the Services including all matters relevant to the calculation of the Contract Sum and the Services Rates (if any) and the elements comprising the determination of total cost.
- (c) The Principal and the Principal's Representative will be entitled (at the expense of the Principal) to take copies of or extracts from any such records.
- (d) The right of access and audit granted under this clause 10.2 may be exercised by the Principal at any time during the duration of this Agreement or in the seven year period after the end of the Services Term.
- (e) The Principal will be solely responsible for the costs of conducting any audit under this clause 10.2.

### 10.3 Auditing and probity

The Supplier acknowledges and agrees that:

- (a) the Principal's Representative (or any other person designated by the Principal's Representative) may carry out regular audits on:
  - (i) the Supplier's quality management system;
  - (ii) the Supplier's Occupational Health and Safety System; and
  - (iii) a quality and probity basis including:
    - (A) inspections after the Supplier has provided the Services;
    - (B) random spot inspections;
    - (C) viewing CCTV footage available at the Worksite;
    - (D) inspecting reports prepared by the Supplier in accordance with this Agreement; and
    - (E) utilising the Principal compliance auditors during possessions to check staff competencies, plant certifications and other relevant factors.
- (b) The Supplier must provide reasonable access to its premises to enable the Principal or its Personnel to carry out any such audit and must co-operate with and provide all assistance requested by the Principal or its Personnel when carrying out any such audit.

## 11 Public Access to Government Information



- (a) The Supplier acknowledges and agrees that the Principal is subject to the GIPA Act. the Principal may disclose information in this document (including the entire document) on its nominated website established for GIPA Act disclosures. The Supplier irrevocably consents to the Principal acting in accordance with this clause.
- (b) In accordance with section 121 of the GIPA Act, the Supplier must, upon receipt of a written request by the Principal, provide the Principal with immediate access to the following information contained in records held by the Supplier:
  - (i) information that relates directly to the provision of the Services provided to the Principal by the Supplier;
  - (ii) information collected by the Supplier from members of the public to whom it provides, or offers to provide, the Services; and
  - (iii) information received by the Supplier from the Principal to enable it to provide the Services.
- (c) For the purposes of clause 11(b), information does not include:
  - (i) information that discloses or would tend to disclose the Supplier's financing arrangements, financial modelling, cost structure or profit margin;
  - (ii) information that the Supplier is prohibited from disclosing to the Principal by provision made by or under any Act, whether of any State or Territory, or of the Commonwealth; or
  - (iii) information that, if disclosed to the Principal, could reasonably be expected to place the Supplier at a substantial commercial disadvantage in relation to the Principal, whether at present or in the future.
- (d) The Supplier will provide copies of any of the information in clause 11(b), as requested by the Principal, at the Supplier's own expense.
- (e) Any failure by the Supplier to comply with any request pursuant to clause 11(b) or clause 11(d) will be considered a breach of this Agreement and will entitle the Principal to terminate this Agreement immediately in accordance with the terms of this Agreement.

## **12 No Public Statements**

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The Supplier must not disclose or advertise the existence of this Agreement, or issue any information, publication, document or article or make any statement to or advertise in any media any matters relating to this Agreement without the prior written consent of the Principal's Representative (unless required to do so by Law).

**Appendix 2 – Not Used**

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**Appendix 3 – Not Used**

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#### Appendix 4 - Key Performance Indicators

| Key Results Areas (“KRA’s”)            | KPIs   | Measure   | Target   |
|--|--|---|--|
| <b>Delivery</b>                        | Commencement of Services on Time   | Percentage of orders for Services commenced on time   | At least 90% of all orders for Services were commenced on time.  |
| <b>Quality</b>                         | Standard of Work   | Number of times the Principal rejected the Services Deliverables                            | No more than 2 instances of Services Deliverables being rejected for not meeting contractual requirements  |
| <b>Quality</b>                         | Skills and experience of personnel   | Assessment of the skills and experience level of the personnel assigned to the contract     | Supplier personnel performing the Services have skills and experience level as stated in Supplier tender/ proposal and as required by the contract |
| <b>Quality</b>                         | Accuracy of Invoices   | Percentage of Invoices that have no errors and contain all required information             | At least 90% of Invoices are paid without requiring amendment  |
| <b>Price</b>                           | Cost Saving Initiatives  | Number of tangible cost saving initiatives identified and realized                          | Supplier to identify at least 1 tangible cost saving initiative that was realized by the Principal in the previous 12 months                       |
| <b>Price</b>                           | Competitive Pricing  | Comparison of fees charged to the Principal with fees charged by other suppliers            | Fees to the Principal for the Services not to exceed by more than 10% the fees quoted by other suppliers   |
| <b>Price</b>                           | Legitimacy of claims for extra payments arising from varied Statements of Work | Percentage of justified Supplier claims   | At least 90% of Supplier claims for extra payments arising from variations to Statements of Work are accepted by the Principal                     |
| <b>Innovation and Customer Service</b> | Performance Reports  | Percentage of Reports provided on time and complete   | At least 75% of Reports are provided by the required date and contain accurate and complete information  |
| <b>Innovation and Customer Service</b> | Continuous Improvement Initiatives   | Number of value adding initiatives to improve process efficiency and maintain best practice | Supplier to introduce at least 2 initiatives to improve process, delivery times or service performance in the previous 12 months                   |
| <b>Innovation and Customer Service</b> | Account Management   | Frequency of change of Account Manager  | Supplier to maintain the same the Principal Account Manager for at least 12 months   |

## Appendix 5 - Subcontractor's Statement

### SUBCONTRACTOR'S STATEMENT REGARDING WORKERS COMPENSATION, PAY-ROLL TAX AND REMUNERATION (Note 1)

For the purposes of this Statement a "subcontractor" is a person (or other legal entity) that has entered into a contract with a "principal contractor" to carry out work.

This Statement must be signed by a "subcontractor" (or by a person who is authorised, or held out as being authorised, to sign the statement by the subcontractor) referred to in any of s175B *Workers Compensation Act 1987*, Schedule 2 Part 5 *Payroll Tax Act 2007*, and s127 *Industrial Relations Act 1996* where the "subcontractor" has employed or engaged workers or subcontractors during the period of the contract to which the form applies under the relevant Act(s). The signed Statement is to be submitted to the relevant principal contractor.

**SUBCONTRACTOR'S STATEMENT (Refer to Notes on the next page, period of Statement retention, and Offences under various Acts.**

Subcontractor: \_\_\_\_\_ ABN: \_\_\_\_\_  
(Business name)

of

\_\_\_\_\_ ABN: \_\_\_\_\_  
(Address of subcontractor)

has entered into a contract with \_\_\_\_\_ ABN: \_\_\_\_\_  
(Business name of principal contractor) (Note 2)

Contract number/identifier \_\_\_\_\_

This Statement applies for work between: ...../...../..... and ...../...../..... inclusive, (Note 4)  
Date Date

subject of the payment claim dated: ...../...../..... (Note 5)

#### DECLARATION

I, \_\_\_\_\_ a Director of or a person authorised by the Subcontractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters which are contained in this Subcontractor's Statement and declare the following to the best of my knowledge and belief:

- (a) Tick if the abovementioned Subcontractor has either employed or engaged workers or subcontractors during the above period of this contract and comply with (b) to (h) below, as applicable.  
 Tick if it is not the case that workers or subcontractors are involved or you are an exempt employer for workers compensation purposes and only complete (f) and (h) below.  
*You must tick one box.* (Note 6)
- (b) All workers compensation insurance premiums payable by the Subcontractor in respect of the work done under the contract have been paid. The Certificate of Currency for that insurance is attached and is dated ...../...../..... (Note 7)
- (c) All remuneration payable to relevant employees for work under the contract for the above period has been paid. (Note 8)
- (d) Where the Subcontractor is required to be registered as an employer under the *Payroll Tax Act 2007*, the Subcontractor has paid all payroll tax due in respect of employees who performed work under the contract, as required at the date of this Subcontractor's Statement. (Note 9)
- (e) Where the Subcontractor is also a principal contractor in connection with the work, the Subcontractor has in its capacity of principal contractor been given a written Subcontractor's Statement by its subcontractor(s) in connection with that work for the period stated above. (Note 10)
- (f) The Subcontractor has not engaged any person on the Principal's Adverse Named List to do any thing in connection with the contract whether as an employee, agent, contractor or in any other capacity whatsoever. Where the Subcontractor is also a principal contractor in connection with the work, the Subcontractor has in its capacity as principal contractor received a written undertaking from its subcontractor(s) that they have not engaged any person on the Principal's Adverse

Named List to do any thing in connection with the relevant subcontract whether as an employee, agent, contractor or in any other capacity whatsoever. **(Note 11)**

- (g) Signature ..... Full Name .....
- (h) Position/Title ..... Date ...../...../.....

**NOTE:** Where required above, this Statement must be accompanied by the relevant Certificate of Currency to comply with section 175B of the Workers Compensation Act 1987.

#### Notes

1. This form is prepared for the purpose of section 175B of the *Workers Compensation Act 1987*, Schedule 2 Part 5 of the *Payroll Tax Act 2007* and section 127 of the *Industrial Relations Act 1996*. If this form is completed in accordance with these provisions, a principal contractor is relieved of liability for workers compensation premiums, pay-roll tax and remuneration payable by the subcontractor.  
A principal contractor can be generally defined to include any person who has entered into a contract for the carrying out of work by another person (or other legal entity called **the subcontractor**) and where employees of the subcontractor are engaged in carrying out the work which is in connection with the principal contractor's business.
2. For the purpose of this Subcontractor's Statement, a principal contractor is a person (or other legal entity), who has entered into a contract with another person (or other legal entity) referred to as the subcontractor, and employees/workers of that subcontractor will perform the work under contract. The work must be connected to the business undertaking of the principal contractor.
3. Provide the unique contract number, title, or other information that identifies the contract.
4. In order to meet the requirements of s127 *Industrial Relations Act 1996*, a statement in relation to remuneration must state the period to which the statement relates. For sequential Statements ensure that the dates provide continuous coverage.  
*Section 127(6) of the Industrial Relations Act 1996 defines remuneration 'as remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees.'*  
  
*Section 127(11) of the Industrial Relations Act 1996 states 'to avoid doubt, this section extends to a principal contractor who is the owner or occupier of a building for the carrying out of work in connection with the building so long as the building is owned or occupied by the principal contractor in connection with a business undertaking of the principal contractor.'*
5. Provide the date of the most recent payment claim.
6. For Workers Compensation purposes an exempt employer is an employer who pays less than \$7500 annually, who does not employ an apprentice or trainee and is not a member of a group.
7. In completing the Subcontractor's Statement, a subcontractor declares that workers compensation insurance premiums payable up to and including the date(s) on the Statement have been paid, and all premiums owing during the term of the contract will be paid.
8. In completing the Subcontractor's Statement, a subcontractor declares that all remuneration payable to relevant employees for work under the contract has been paid.
9. In completing the Subcontractor's Statement, a subcontractor declares that all payroll tax payable relating to work undertaken has been paid.
10. It is important to note that a business could be both a subcontractor and a principal contractor, if a business 'in turn' engages subcontractors to carry out the work. If your business engages a subcontractor you are to also obtain Subcontractor's Statements from your subcontractors.
11. **The Principal's Adverse Named List means the list published at <http://www.transport.nsw.gov.au/railcorp/individuals-adversely-named-icac> as amended from time to time.**

#### Statement Retention

The principal contractor receiving a Subcontractor's Statement must keep a copy of the Statement for the periods stated in the respective legislation. This is currently up to seven years.

#### Further Information

For more information, visit the WorkCover website [www.workcover.nsw.gov.au](http://www.workcover.nsw.gov.au), Office of State Revenue website [www.osr.nsw.gov.au](http://www.osr.nsw.gov.au), or Office of Industrial Relations, Department of Finance and Services website <http://finance.nsw.gov.au/>. Copies of the *Workers Compensation Act 1987*, the *Payroll Tax Act 2007* and the *Industrial Relations Act 1996* can be found at [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au).

## **Appendix 6 - Relevant sections of the Principal's Safety Management System**

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The applicable Safety Specification is:

The Principal's General Safety Specification for Service Providers which can be obtained from the RailSafe website at <http://railsafe.sydneytrains.nsw.gov.au/safety-and-environment-specifications> or by contacting the Principal's Contract Manager.

The Principal's General Safety Specification for Contractors which can be obtained from the RailSafe website at <http://railsafe.sydneytrains.nsw.gov.au/safety-and-environment-specifications> or by contacting the Principal's Contract Manager.

**Appendix 7 - Form of unconditional undertaking**

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**THIS DEED (Undertaking)** made the \_\_\_\_\_ day of \_\_\_\_\_ 20  
**BETWEEN:**

Sydney Trains, ABN 38 284 779 682 (**Principal**) of the first part  
**AND:**

\_\_\_\_\_ (**Bank**) of the second part.

**RECITALS:**

- A. By contract dated \_\_\_\_\_ (**Agreement**) between  
 \_\_\_\_\_ (**Supplier**) and the Principal, the Supplier agreed to carry out the  
 Supply of the Services (as defined in the Agreement).
- B. Under the Agreement, the Supplier is required to procure the provision of this  
 Undertaking by the Bank to the Principal.

**Operative:**

1. The Bank unconditionally undertakes and covenants to pay to the Principal on demand without reference to the Supplier and notwithstanding any notice given by the Supplier to the Bank not to pay same, any sum or sums which may from time to time be demanded in writing by the Principal to a maximum aggregate sum of \$\_\_\_\_\_.
2. The Bank's liability under this Undertaking will be a continuing liability and will continue until payment is made under this Undertaking of the maximum aggregate sum or the Principal notifies the Bank that this Undertaking is no longer required. Provided always that the Bank may at any time without being required so to do pay the Principal the maximum aggregate sum less any amount or amounts it may previously have paid under this Undertaking or such lesser sum as may be required and specified by the Principal and thereupon the liability of the Bank hereunder shall immediately cease.
3. The liability of the Bank under this Undertaking will not be discharged or impaired by reason of any variation or variations (with or without the knowledge or consent of the Bank) in any of the stipulations or provisions of the Agreement or acts or things to be executed, performed and done under the Agreement or by reason of any breach or breaches of the Agreement by the Supplier or the Principal.
4. This Undertaking will be governed by and construed in accordance with the laws of New South Wales.

**Executed as a Deed Poll****Executed by the Bank by**\_\_\_\_\_  
Signature of Authorised Officer\_\_\_\_\_  
Signature of Authorised Officer\_\_\_\_\_  
Print name\_\_\_\_\_  
Print name



**Appendix 8 – Not Used**

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## **Appendix 9 - Schedule of Services, Specifications and Prices**

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This appendix consists of:

- 9.1 Schedule of Services
- 9.2 Schedule of Fees for Consultants
- 9.3 Schedule of Amounts & Rates for Workshops (Events)
- 9.4 Proposed Personnel
- 9.5 Proposal

**Appendix 9.1 - Schedule of Services**

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(Refer to next page)



**PROFESSIONAL SERVICES  
AGREEMENT - APPENDIX 9**

**WS176440 WORKSHOP FACILITATION &  
CONSULTING SUPPORT SERVICES  
2014-2017**

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**SCHEDULE OF SERVICES**

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## A1. INTRODUCTION

In December, 2012 a Service Provider was formally engaged by Sydney Trains, Customer Service Directorate to deliver Workshop Facilitation & Consulting Services for 18 months across a wide variety of projects. Like this agreement the previous agreement was also designed to facilitate use of these services by other Sydney Trains, Directorates and establish a new creative workshop space i.e. Customer Central.

Use of contemporary workshop practices and agile planning and problem methodologies delivered by experienced practitioners, as is being implemented by Customer Central, is common practice in organisations known for delivering improved customer experiences and innovation. Utilising such practices result in the desired business outcomes being delivered in a more effective, customer centric, timely and sustainable manner.

Over the past 14 months Sydney Trains has achieved some significant benefits for customers by embracing the above approach. Prior to this our project teams faced numerous challenges including being very slow to market, containing costs and involving the right stakeholders in decisions affecting delivery of customer facing initiatives.

There continues to be strong demand within Sydney Trains for workshop facilitation and consulting services. Consequently, it has been decided to explore an opportunity to extend this type of external support through a select Request for Proposals for a further 36 months subject to satisfactory performance and achieving Value for Money.

## A2. SCOPE OF SERVICES

The Supplier acknowledges and agrees that the Principal can at any time appoint other providers to provide the services contemplated by this Agreement, or services similar or equivalent to the services and the Supplier will make no objection to any such appointment. Entering into this Agreement does not imply that the Supplier is the exclusive provider of the services to the Principal.

### A2.1 General

The Supplier shall supply a strong mix of management consulting and facilitation services that assist the Principal in developing and executing a variety of organisational change and improvement programs, using creative and collaborative methods of problem solving, that accelerate effective delivery.

The Supplier acknowledges that these “programs” may involve multiple streams of work implemented concurrently or in phases that are dependent on each or other type of project that are to be treated as discrete initiatives.

Services required include the provision of:

- a) design and facilitation of business planning and problem solving workshops
- b) access to a large suitable workshop venue for instances where the Principal's existing space is insufficient
- c) assistance in provision of equipment and essential resources required to conduct effective workshops and presentations
- d) program management including: requirements capture and documentation; development of program management plans and program delivery documentation; program monitoring and control; strategic advise relevant to program delivery model option analysis

- e) business analysis, financial modelling and development of business cases to support funding of business initiatives strategic and program specific organisational change management services
- f) provision of strategic advice at Executive and program management levels
- g) provision of ongoing assistance to the Principal to facilitate their own creative problem solving workshop methods and environments, using the MG Taylor methodology or similar (Knowledge Sharing).
- h) provision of customer focus groups / customer research utilising professional methods and facilities

## **A2.2 Mobilisation, Planning & General Management**

- a) In consultation with the Principal's Contract Manager and within seven (7) days the date of this Agreement the Supplier shall provide a detailed mobilisation program for approval by the Principal which should contain at the minimum:
  - i) Scope - clearly states strategies and targets of the engagement covering each stream of work as known at the time, as well as a list of assumptions.
  - ii) Methods - describes the methods, tools and process that define the conduct of workshop sessions (Refer clauses A2.3 and A3.3).
  - iii) Contract Materials – describes the type of supporting materials, research and design solutions that will be shared in order to address similar problems being experienced by the Principal.
  - iv) Roles and Responsibilities - present roles and responsibilities of consultants and facilitators responsible for conducting the engagement, and include a clear definition of additional resources required and a work plan.
  - v) Risk and Contingency Plan - identifies anticipated contingencies and details a plan for each contingency.
- b) The Supplier shall develop; issue and maintain a full program of all activities giving details of all interactions with Sydney Trains.
- c) The Supplier shall liaise with Sydney Trains to agree on the timing of workshops which may be required taking into consideration other time commitments of the participants.
- d) The Supplier shall liaise with the Contract Manager and Sydney Trains, General Manager - Customer Information & Intelligence, as the key points of contact.
- e) The Supplier shall provide monthly status reports in a format and level of content detail acceptable to Sydney Trains. At a minimum the reports shall include:
  - i) Achievements since the last report
  - ii) Achievements planned prior to the next report
  - iii) progress against program plan
  - iv) cumulative progress
  - v) significant learnings and feedback obtained since last report
  - vi) issues raised and actions taken to resolve, in the form of an issues log

- vii) Costs incurred since last report (labour and materials), cumulative costs to date, invoice status and cumulative invoices to date
- viii) The Supplier's resource leave and backup personnel plan forecast ninety (90) days in advance
- ix) Any other matter Sydney Trains reasonably requires being included in the report that is relevant to the scope and quality of delivery of the Services
- x) The Supplier shall meet with the Program Sponsor Group monthly to review the monthly status report and discuss any other business relevant to the delivery, scope and quality of the Services.

### **A2.3 Workshop Requirements**

- a) The Supplier is to make provision to facilitate workshops set out in the indicative Timetable herein (refer clause A6). The Principal reserves the right to substantially amend the indicative Timetable.
- b) The Supplier is to provide the appropriate level of agreed resource, both consulting and facilitation to support the preparation, execution and follow up activities of each workshop, including for example capture of decisions made at workshops, issues raised and not closed and actions.
- c) The Supplier is to ensure that key decisions, issues and action are recorded and distributed to participant in a disciplined, timely and consistent manner. The Principal does not believe photo's of whiteboards containing such information is an adequate medium on its own.
- d) Where workshops are not facilitated on the Supplier premises, all necessary equipment required shall be supplied to the Principal to create the same environment as participants experience using the Supplier's facilities. The parties acknowledge the Principal reserves the right to supply its own equipment and that the Supplier shall adjust it rates accordingly.
- e) All workshops must utilise proven creative techniques such as the MG Taylor methodology, be outcome focussed and targeted to the audience in terms of delivery approach, language used, example scenarios etc.
- f) The Supplier's program should drive behavioural change that is reinforced in the workshops sessions.
- g) The program must achieve the stated outcomes, and therefore if the outcomes are not being realised by workshop participants, then other mechanisms that can be demonstrated to achieve the outcomes must be utilised i.e. adjusting the blend of consulting / facilitation.
- h) Facilitation must be customised to Sydney Trains look and feel taking into consideration the cultural, language and work place diversity of the work force.



### A3. CUSTOMER INFORMATION & RAIL OPERATIONS CENTRE PROGRAMS

As an immediate priority, the Supplier shall support the following programs.

#### A3.1 Customer Information Program

The “Customer Information Program” is an important element of “Fixing the Trains” reform. The program includes approximately 30 projects that must be completed over the next 36 month period. This is inline with customer expectation and is committed to by both the executive of Sydney Trains and TfNSW and is seen as fundamental to improving the experience of our Sydney Trains and NSW Trains customers.

The Supplier will provide continuity for a number of programs that are already in flight which have process change, technology implementation and training and change components.

The “Customer Information Program” builds on work started in September 2012 in a collaboration of the Customer Service, Maintenance and Operations Directorates and includes the following workstreams:

- a) **Channels:** improving the way we deliver information to our customers
- b) **Communications Technology:** improving the technology that drives our customer information and network operations
- c) **Communications Flow:** information and the flow of this information as it transforms from incident and operations information to customer information
- d) **Control:** developing and implementing protocols and procedures that support a focus on the customer and the transformation of the train control area to best support these.
- e) **People:** improving the culture of our people and changing working environments that support the customer focus and improving the integrity of customer information.

#### A3.2 Rail Operations Centre Program

The Rail Operations Centre (ROC) program is a strategic program to deliver a step change in change in incident management and customer information in line with the TfNSW, Sydney Trains, and NSW Trains vision of “putting the customer at the heart of everything we do”. Creation of the Rail Operations Centre (ROC) for Sydney Trains and NSW Trains is proposed to make this step change.

The ROC program will address the identified problems through a single Day of Operations control centre that uses integrated, modern systems to monitor the network, implement changes and coordinate the delivery of timely, accurate and consistent customer information.

Broadly, the ROC program scope involves:

- a) development of a customer-focused day-of operations management model;
- b) the co-location of staff, process improvement and implementation of new business systems to support for day-of-operations functions;
- c) the delivery of organisation change requirements, including training and process change management.

The ROC program is at the early stage of the design and planning phase.

The objective of the current phase is to develop all key program baselines to a level of fidelity that is able to support the development of a final business case that seeks funding approval to progress to delivery phase.

### **A3.3 Specific Requirements**

The high level objectives of the engagement are to:

- a). Provide the facilitation through the use of a creative problem solving environment to rapidly progress the program.
- b). Execute the streams of work in the program as outlined in Clause A3.1 and A3.2 by delivering demonstrable improvements over the 36 month period

### **A3.4 Key Success Factors**

The key success factors of the engagement are to:

- a) Provide sustainability for the program by providing facilitation skills transfer to the Principal's staff during the engagement period,
- b) Deliver a creative problem solving environment that:
  - i) Engages people from across Sydney Trains to collaborate
  - ii) Accelerates the speed of change
  - iii) Accelerates the speed of decision making
  - iv) Delivers more rapidly than the incumbent project processes
  - v) Helps to identify previously undiscovered opportunities
  - vi) Allows the Principal's staff to share ideas in a safe neutral environment
  - vii) Encourages the Principal's staff to try new ways of working
- c) De-risk the program through the incorporation of the above.
- d) Provide skilled project management, business analysis, financial and business change management resources to facilitate project resourcing for these strategic programs (refer A3.1 and A3.2)
- e) Provide strategic consulting services to facilitate the successful delivery of the Sydney Trains strategic objectives
- f) Provide skilled software architect, project management, business analyst, developer and testing resources to deliver technology related programs
- g) Experience and knowledge of Agile processes for mobile app and online development

### **A3.5 Outcomes Required**

The outcomes of the engagement are to:

- a) Have co-created a shared vision of how the organisation will embody customer centred behaviours in relation to customer information.
- b) Have co-created a design for customer information that demonstrates what and how this vision will realise.
- c) Have an active implementation schedule that implements the design
- d) Drive the delivery of the program to ensure realisation of customer benefits.

At the end of the period of engagement, we will have:

- d) Changed the culture of our organisation to align with customer centred vision
- e) Designed our transformed organisation to support the new culture
- f) Re-designed our processes to support the organisation
- g) Designed and procured the right technology to support these processes
- h) Provided strong and engaged leadership through our Program management to achieve these outcomes
- i) Delivered the strategic programs (refer 2.1)

#### **A4. KEY CHALLENGES FOR THE SUPPLIER**

Key challenges expected to be experienced and overcome by the Supplier during any of the Workshops and interactions with the Principal's organisations are:

- a) Engagement and willingness of the workforce to accept change;
- b) The high level of complexity of business operations and the associated operational sensitivities of the change and the need to maintain operations whilst the change is undertaken;
- c) The degree of facilitation and change activities to be undertaken, and
- d) The highly sensitive Industrial Relations environment.

#### **A5. RESOURCES SUPPLIED BY THE PRINCIPAL**

- a) Workshops should be held on the Principal's premises or any premises that will be nominated by the Principal; Venue details for each specific workshop will be provided by the Principal as required.
- b) Sydney Trains will make available any past and current Customer information source data upon award to the successful Supplier;
- c) Nomination, acceptance and briefing of participants, notification of session dates and times will be carried out by the Principal,
- d) The Principal will advise the Supplier of the names of participants prior to each workshop, and
- e) Sydney trains will organise the booking of participants for each workshop.

#### **A6. WORKSHOP TIMETABLE**

The sessions are to be held between May 2014 and April 2017 (36 Months). Follow up and any other parts of the service may be scheduled to occur after this time; a full program shall be provided covering all potential work and timing at that stage.

Workshop sessions are to be purchased through 'Event days' to provide flexibility to the Principal in the execution of the program.

| <b>Estimated Number of Event Days</b> |                    |              |
|---------------------------------------|--------------------|--------------|
| <b>0-12 Months</b>                    | <b>12-36Months</b> | <b>Total</b> |
| 65 Days                               | 130 Days           | 195 Days     |

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Events days are defined as 8 hours and 1 event day may be delivered over 2 half days (4 hour sessions) or a combination of hours (6 hours plus a 2 hours session). It is anticipated 195 days would be required over the 36 month period. Planning sessions or other meetings to plan event days are in addition to the event days but are expected to be resourced by the Supplier from the resource allocation as outlined below.

## A7. EXPECTED SUPPLIER RESOURCE ALLOCATION

The Agreement supports provision of the following resources from the Supplier. The parties acknowledge the following table has been provided in good faith and by executing this Agreement the Principal reserves the right to substantially vary the quantum and type of resource. It is the Supplier's obligation to recommend the appropriate level and quantum of resource to achieve the required outcome of each.

| Consultant's Area of Expertise | Resource Level        | 0-6 Mths    | 6-12 Mths   | 12-18 Mths  | 18-24 Mths  | 24-30 Mths  | 30-36 Mths | Total       |
|--------------------------------|-----------------------|-------------|-------------|-------------|-------------|-------------|------------|-------------|
| <b>Business Transformation</b> | Partner               | 30          | 30          | 30          | 30          | 30          | 30         | 180         |
|                                | Director              | 60          | 60          | 60          | 60          | 60          | 60         | 360         |
|                                | Senior Manager        | 60          | 60          | 60          | 60          | 60          | 60         | 360         |
|                                | Manager               | 60          | 60          | 60          | 60          | 60          | 60         | 360         |
| <b>Technology</b>              | Director              | 60          | 60          | 60          | 60          | 30          | 0          | 270         |
|                                | Senior Manager (PM)   | 126         | 126         | 126         | 126         | 63          | 0          | 567         |
|                                | Manager               | 126         | 126         | 126         | 126         | 93          | 60         | 657         |
|                                | Developer             | 126         | 126         | 126         | 126         | 93          | 60         | 657         |
|                                | Lead Developer        | 126         | 126         | 126         | 126         | 93          | 60         | 657         |
|                                | Agile BA & QA         | 126         | 126         | 126         | 126         | 93          | 60         | 657         |
|                                | Senior Developer      | 126         | 126         | 126         | 126         | 93          | 60         | 657         |
|                                | Configuration Manager | 126         | 126         | 126         | 126         | 93          | 60         | 657         |
| <b>Change Management</b>       | Director              | 60          | 60          | 60          | 60          | 60          | 60         | 360         |
|                                | Senior Manager        | 60          | 60          | 60          | 60          | 60          | 60         | 360         |
| <b>Program Management</b>      | Director              | 90          | 90          | 90          | 90          | 90          | 90         | 540         |
|                                | Senior Manager        | 90          | 90          | 90          | 90          | 90          | 90         | 540         |
| <b>Workshops</b>               | Lead Facilitator      | 126         | 126         | 126         | 126         | 126         | 126        | 756         |
|                                | Solution Designer     | 126         | 126         | 42          | 0           | 0           | 0          | 294         |
|                                | Knowledge Worker      | 126         | 42          | 0           | 0           | 0           | 0          | 168         |
|                                |                       | <b>1830</b> | <b>1746</b> | <b>1620</b> | <b>1578</b> | <b>1287</b> | <b>996</b> | <b>9057</b> |

\* Note: Number of facilitators decrease as facilitator skills transfer to the Principal's staff.

## A8. VALUE FOR MONEY

Sydney Trains considers the issue of Value for Money paramount. However, it is acknowledged that without close and ongoing scrutiny by both parties for the term of this type of Schedule of Rates agreement that unintentional over allocation of resources, in quantum or Consultant level, to some initiatives in an effort to provide exemplary service has the potential to occur.

Some examples of unintentional over resourcing include; assigning a Senior Manager to an initiative when the Principals requirements are more suited to a Business Analyst, or having a Director attend a schedule of meetings simply to strengthen his/her relationship with the Principals representatives rather than deliver a better outcome for the customer initiative.

Therefore the Supplier agrees to demonstrate, to a far greater level of detail than would normally be required, that each individual resource allocated to the Principal is delivering Value for Money against each initiative they support on a "weekly basis".

Continue next page

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To assist this effort, notwithstanding any other reporting requirements contained within this Schedule of Services or the other terms and conditions of this Agreement the Supplier shall provide a Weekly Resource Allocation Report as an Excel workbook in the following layout:

| Program                | Project                | Project Role             | Supplier Employee ID | Name  | Surname | Consultant Level |          | Days Allocated |     |     |     |     |
|------------------------|------------------------|--------------------------|----------------------|-------|---------|------------------|----------|----------------|-----|-----|-----|-----|
|                        |                        |                          |                      |       |         | Position         | Day Rate | Mon            | Tue | Wed | Thu | Fri |
| Rail Operations Centre | Infrastructure Stream  | Transformation Lead      | XXXXXXX              | Chris | Smith   | Manager          | \$       | 0.5            | 1.0 | 0.0 | 1.0 | 0.0 |
| Customer Central       | CIP/ROC                | Lead Facilitator         | XXXXXXX              | Danny | Jones   | Developer (L2)   | \$       | 1.0            | 1.0 | 1.0 | 0.0 | 0.0 |
| Customer Information   | App Development        | User Experience Designer | XXXXXXX              | John  | Smith   | Manager          | \$       | 0.5            | 1.0 | 0.0 | 1.0 | 0.0 |
| Customer Information   | Oversight all Projects | General Management       | XXXXXXX              | Bill  | Gates   | Partner          | \$       | 0.5            | 0.5 | 0.5 | 0.5 | 0.5 |
| Rail Operations Centre | Technology Stream      | Change Manager           | XXXXXXX              | Sue   | Smith   | Senior Manager   | \$       | 1.0            | 0.0 | 0.0 | 1.0 | 0.0 |

## A9. SERVICES UNDERTAKEN ON THE PRINCIPALS PREMISES

The Supplier must comply with the Principal's Code of Conduct, Drug and Alcohol Policy, Statement of Business Ethics, Environmental Policy and Safety Policy. These policies and standards can be obtained from the Principal's website at:

[http://www.railcorp.info/commercial/guide\\_for\\_contractors](http://www.railcorp.info/commercial/guide_for_contractors)

All Supplier staff must obtain a Rail Industry Safety Induction (RISI) card prior to work at any operational depots and sites. Where there are additional requirements for safety these shall be communicated to the Supplier by the Principal at the planning stage of any specific assignment so that all requirements can be complied with. Compliance with requirements remains the responsibility of the Supplier. Notification of requirements to the Supplier is the responsibility of the Principal.

## Appendix 9.2 - Schedule of Fees for Consultants

Amounts and rates shall be all-inclusive, comprising all direct and indirect costs, profit and attendance but **excluding GST**. At Sydney Trains' sole discretion, these rates or the pricing arrangements of Agreement shall be used where variations to Schedule / Scope of Services are requested and approved by Sydney Trains during the Agreement term.

| Area of Expertise       | Resource Level        | Name                                    | Daily Rate* (Ex-GST) |
|-------------------------|-----------------------|---|----------------------|
| Business Transformation | Partner               | Adam Lai                                | \$ [REDACTED]        |
|                         | Director              | Catia Davim                             | \$ [REDACTED]        |
|                         | Senior Manager        | Diane Rutter                            | \$ [REDACTED]        |
|                         | Manager               | Jakob Webster                           | \$ [REDACTED]        |
| Technology              | Director              | Brenton Worley                          | \$ [REDACTED]        |
|                         | Senior Manager (PM)   | Digital Project Manager e.g. Liam Forde | \$ [REDACTED]        |
|                         | Manager               | Digital Manager e.g. CX/UX Rob Williams | \$ [REDACTED]        |
|                         | Developer             | Fazlan Sabar                            | \$ [REDACTED]        |
|                         | Lead Developer        | Matt Havilah                            | \$ [REDACTED]        |
|                         | Agile BA & QA         | Lucy Walker                             | \$ [REDACTED]        |
|                         | Senior Developer      | Amit Dor-Shiffer                        | \$ [REDACTED]        |
|                         | Configuration Manager | Ian Rohde                               | \$ [REDACTED]        |
| Change Management       | Director              | Catia Davim                             | \$ [REDACTED]        |
|                         | Senior Manager        | Andrew MyCoe                            | \$ [REDACTED]        |
| Program Management      | Director              | Kevin Sandler                           | \$ [REDACTED]        |
|                         | Senior Manager        | Alan Downton                            | \$ [REDACTED]        |
| Workshops               | Lead Facilitator      | Lucas Smith                             | \$ [REDACTED]        |
|                         | Solution Designer     | Annabel Gorman                          | \$ [REDACTED]        |
|                         | Knowledge Worker      | Contractor                              | \$ [REDACTED]        |

**\*Note:** Unless otherwise specified the above amounts and rates are inclusive of all disbursements and expenses, including any other costs necessary to perform the Services and are not subject to adjustment for rise and falls.

**Additional Days at zero fee included in the contract:.**

| <b>Area of Expertise / Resource Level</b> | <b>Name</b> | <b>Description</b>  | <b>Quantity (Days)</b>                       | <b>Daily Rate (Ex-GST)</b> | <b>Worth of days to be provided free of charge</b> |
|---|-------------|---|--|----------------------------|--|
| Senior Manager                            | N/A         | Invest 50 days of PwC Australia's permanent employees per annum for the CIP and ROC programs, at an average Senior Manager level, over the 3 years of the contract, at no cost to Sydney Trains.                    | 150 days<br>(50 days per Annum over 3 years) | \$ [REDACTED]              | (\$ [REDACTED])                                    |
| Partner                                   | Adam Lai    | Invest an additional half a day per week of Adam Lai to support Sydney Trains leadership in the successful delivery of the program.   | 78 days<br>(0.5 days x 52 weeks x 3 years)   | \$ [REDACTED]              | (\$ [REDACTED])                                    |
| Partner                                   | Adam Lai    | Invest one week of Adam Lai's time, our Lead Partner, to accompany you on a one week study tour, when required. He will support in leading interviews, analysis, and introductions through the PwC network of firms | 5 days<br>(One Week)                         | \$ [REDACTED]              | (\$ [REDACTED])                                    |
| Partner                                   | Adam Lai    | 5 days per annum of Partner time for the Quality Assurance Panel,   | 15 days ( 5 days x 3 Years)                  | \$ [REDACTED]              | (\$ [REDACTED])                                    |

**Appendix 9.3 - Schedule of Amounts & Rates for Workshops (Events)**

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(Refer to next page)



**Request for Proposal No.: WS176440**

**Project: Workshop Facilitation and Consulting Support Services 2014-2017**

**Tenderer: PwC**

**Schedule of Amounts & Rates for Workshops (Events)**

Tenderer shall nominate appropriate personnel, their relevant individual daily rates and all other expenses for the purposes of assessing the value of any Variation or Claim arising out of the Agreement.

Tenderer confirms amounts and rates shall be all-inclusive, comprising all direct and indirect costs, profit and attendance but **excluding GST**. At Sydney Trains' sole discretion, these rates or the pricing arrangements of Agreement shall be used where variations to Schedule / Scope of Services are requested and approved by Sydney Trains during the Agreement term.

The detail submitted below by the Tenderer will be taken into consideration during tender evaluation.

| Name of Proposed Resource or Expense item | Role of Proposed Resource  | TOTAL AMOUNT FOR OPTION                  |   |   |
|---|--|--|---|---|
|   |  | Event Held at Service Providers Premises | Event Held at Sydney Trains Premises Using Service Provider's Equipment | Event Held at Sydney Trains Premises Using Sydney Trains' Equipment |
| Lucas Smith                               | Lead Facilitation of design team meetings (1 day) Hub session design/preparation (0.5 day), Hub session delivery (1 day) | ██████                                   | ██████  | ██████  |
| Annabel Gorman                            | Management of design team meetings (1 day) Hub session design/preparation (1 day), Hub session delivery (1 day)          | ██████                                   | ██████  | ██████  |
| Contractor                                | Hub session preparation (1 day), Hub session support - knowledge capture, environment management (1 day)                 | ██████                                   | ██████  | ██████  |
| Collaborative Work Environment            | Hub environment, including room, work walls, AV/IT, Consumables, operational running costs)                              | ██████                                   | ██████  | ████  |
| Event Catering (assuming up to 30         | Appropriate catering for groups  | ██████                                   | ██████  | ██████  |

**Request for Proposal No.: WS176440**

**Project: Workshop Facilitation and Consulting Support Services 2014-2017**

|                           |   |        |        |        |
|---------------------------|---|--------|--------|--------|
| participants @ \$60/head) | participating in design workshops   |        |        |        |
| Travel                    | Taxi travel for event delivery resources operating out of hours (to/from venue) | ██████ | ██████ | ██████ |
| Printing                  | Printing of inputs in A3 up to A0 poster format                                 | ██████ | ██████ | ██████ |
| <b>Total Fee</b>          |   | ██████ | ██████ | ██████ |

Unless otherwise specified the above amounts and rates are inclusive of all disbursements and expenses, including any other costs necessary to perform the Services.

**Material & Specialist Equipment Mark-up**

Tenderer shall indicate percentage mark-up on invoiced cost payable to the Service Provider for specialist equipment and material which may be required from time to time which is in addition to those included in other contract schedules.

|                           |    |
|---------------------------|----|
| <b>Percentage mark-up</b> | 0% |
|---------------------------|----|

**The Tenderer confirms that all its Tender prices, rates, fees and amounts:**

- a) are exclusive of GST;
- b) are not subject to adjustment for rise and falls

**Appendix 9.4 – Personnel**

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(Refer to next page)







**Request for Proposal No.: WS176440**  
**Project: Workshop Facilitation and Consulting Support Services 2014-2014**

| Role/Position              | Name         | Qualifications  | Details of experience  | Years of experience |
|----------------------------|--------------|---|--|---------------------|
|                            |              |   | outcomes and inefficient performance.  |                     |
| Partner<br>Customer        | Adam Lai     | <ul style="list-style-type: none"> <li>• Master of Commerce (Commerce and Business Law), University of New South Wales, Australia</li> <li>• Bachelor of Commerce (Finance and Marketing), University of Wollongong, Australia</li> <li>• Certified Agile Practitioner</li> <li>• Lean Six Sigma Black Belt</li> </ul>                  | <p>Adam is a Partner in PwC’s Consulting team. He leads the customer experience transformation capability in the public sector and is a member of the National Transport Leadership team.</p> <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li>• [REDACTED]</li> <li>• [REDACTED]</li> <li>• Adam led PwC’s support of [REDACTED] transformation of their control centres, a successful program that delivered benefits for patients, [REDACTED] and Government.</li> <li>• [REDACTED] Adam led a number of significant performance improvement programs in [REDACTED] IS division. Most relevant was his project leadership of the Priority Assistance reforms and support of the company’s attendance at Senate Estimates and Inquiries relating to Mass Service Disruptions.</li> </ul> | 15 years            |
| Senior Manager<br>Customer | Diane Rutter | <ul style="list-style-type: none"> <li>• Bachelor of Business Management (Honours 1st Class), The University of Queensland, Australia</li> <li>• Bachelor of Business Science (Marketing), University of Cape Town, South Africa</li> <li>• Australian Market and Social Research Society (AMSRS)</li> <li>• Certified Agile</li> </ul> | <p>Diane is a Senior Manager within PwC’s Strategy and Customer Team and has worked on numerous complex engagements across the government sector. Diane has focused on customer focused research, customer analytics and customer experience improvement projects.</p> <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li>• [REDACTED] Recently Diane managed the delivery of the [REDACTED] engagement.</li> <li>• [REDACTED] – <i>Customer Communications Strategy</i>: Diane led the review of best practice domestic and international outage communications to provide recommendations to improve</li> </ul>  | 10 years            |

## Request for Proposal No.: WS176440

## Project: Workshop Facilitation and Consulting Support Services 2014-2014

| Role/Position       | Name          | Qualifications   | Details of experience  | Years of experience |
|---------------------|---------------|--|--|---------------------|
|                     |               | Professional <ul style="list-style-type: none"> <li>Net Promoter Certified Associate</li> </ul>  | [REDACTED] customer communications strategy. <ul style="list-style-type: none"> <li>[REDACTED] Diane led the customer streams of work on the [REDACTED]</li> </ul>   |                     |
| Manager<br>Customer | Jakob Webster | <ul style="list-style-type: none"> <li>Bachelor of Arts (English Literature, Industrial Relations), University of Sydney, Australia</li> <li>Master of Commerce (Corporate Strategy), University of Sydney, Australia</li> <li>Certified Agile Practitioner</li> </ul> | Jakob is a Manager in PwC's Consulting team. He has several years' experience specialising in customer experience, sales force optimisation, go-to market strategy and segmentation, and process design. Jakob has recently been involved in the development of the real time app for buses with TfNSW. <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li>[REDACTED] Jakob has worked closely with the project teams to support them in scoping and delivering their initiatives, developing the program strategy, and creation of business cases and other briefing materials for senior management. Specifically, Jakob has played a key role in the [REDACTED] and in the delivery of the customer focus groups.</li> <li>[REDACTED] Jakob led the team which worked with [REDACTED] and [REDACTED] staff to assess the readiness of STA bus location data to be provided to third party app developers for the production of a real time bus app for customers.</li> <li>[REDACTED] Jakob co-led the development of a future customer experience process for [REDACTED] as part of their broader transformation program.</li> </ul> | 9 years             |
| Manager<br>Customer | Sally Giblin  | <ul style="list-style-type: none"> <li>Master of Arts (Development Studies), University of New South Wales, Australia</li> <li>B. Business (Finance major), University of</li> </ul>   | Sally is a Manager in PwC's Consulting team. She has strong experience in customer research and analysis, customer experience, stakeholder engagement, market and service delivery assessments and project management, working with government, corporate and not-for-profit clients. <p><b>Relevant experience</b></p>  | 7 years             |



## Request for Proposal No.: WS176440

## Project: Workshop Facilitation and Consulting Support Services 2014-2014

| Role/Position                 | Name           | Qualifications   | Details of experience  | Years of experience |
|-------------------------------|----------------|--|--|---------------------|
|                               |                | Technology, Australia  | <ul style="list-style-type: none"> <li>• [REDACTED]: Sally managed a qualitative research project for [REDACTED] in February 2014 to understand what driving customers want from real time and journey planning information, which will provide a key input into the development of quick wins over the next year.</li> <li>• [REDACTED] Sally assisted [REDACTED] with research to better understand the information needs of customers and explore additional channels through which passenger information could be provided to customers.</li> <li>• [REDACTED] Sally was the Project Lead on an engagement to support [REDACTED] to understand customer expectations, needs and preferences and service delivery innovations that will improve the concessions customer experience.</li> </ul>   |                     |
| Senior Consultant<br>Customer | Victoria Yates | <ul style="list-style-type: none"> <li>• Bachelor of Economics and Social Sciences (Econometrics and Economics, Honours in Econometrics), University of Sydney, Australia</li> </ul> | <p>Victoria is a Senior Consultant in PwC's Consulting team. Victoria's experience lies in understanding and analysing needs, expectations, preferences and satisfaction of customers and from which to identify programs to improve the customer experience.</p> <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li>• [REDACTED] Victoria was the lead analyst supporting the [REDACTED] project team with customer research to determine adoption rates, drivers and barriers to adoption and an understanding of customer behaviour in making decisions to adopt the [REDACTED] product constructs.</li> <li>• [REDACTED] Victoria was the lead analyst on qualitative research project to test potential customer behaviour change in response to safety and environmental incentives</li> <li>• [REDACTED] Lead analyst in working with client to develop customer experience baseline metrics and identification of priority areas for improvement through qualitative and quantitative analysis.</li> </ul> | 2 years             |

## Request for Proposal No.: WS176440

## Project: Workshop Facilitation and Consulting Support Services 2014-2014

| Role/Position          | Name         | Qualifications   | Details of experience  | Years of experience |
|------------------------|--------------|--|--|---------------------|
| Consultant<br>Customer | Steph Fowler | <ul style="list-style-type: none"> <li>Bachelor of Economics and Social Sciences, University of Sydney, Australia</li> </ul> | <p>Steph is a Consultant in the in PwC's Consulting team, working on projects for public, private and not-for-profit clients. She also has experience in the design and delivery of workshop facilitation, with a particular focus on project hubs.</p> <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li>██████████ Primary role in the delivery of a number of initiatives of the ██████████ to date, including current responsibility in delivering the ██████████ project. Steph is responsible for stakeholder management, working closely with frontline staff. She has also played a lead role in the design, delivery and reporting of Customer Focus Groups to provide feedback and input for ██████████.</li> <li>██████████ Steph assisted with the design and delivery of collaborative working sessions, pipeline planning and project delivery at the ██████████ dedicated on-site hub capability. Sessions were across specific work streams including change management, performance alignment, customer experience, end-to-end servicing, skills and capabilities and internal ways of working.</li> </ul> | 2 years             |
| Consultant<br>Customer | Erin Young   | <ul style="list-style-type: none"> <li>Bachelor of Commerce (Liberal Studies)</li> </ul>                                     | <p>Erin is a Consultant in PwC's Consulting team. She specialises in Transport where she has in-depth functional experience in rail operations from her work with ██████████. Erin also brings skills in process mapping, project management, change management and communications management.</p> <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li>██████████ Erin designed and implemented a full suite of protocols and procedures across all operational business groups impacting 6000 staff. These protocols and procedures clarified and standardised the way business groups communicate with each other during incidents.</li> <li>██████████ Erin has also worked</li> </ul>   | 2 years             |

## Request for Proposal No.: WS176440

## Project: Workshop Facilitation and Consulting Support Services 2014-2014

| Role/Position                           | Name           | Qualifications  | Details of experience   | Years of experience |
|---|----------------|---|---|---------------------|
|   |                |   | <p>within the reform team at [REDACTED] to help drive productivity within the [REDACTED] workforce.</p> <ul style="list-style-type: none"> <li>• [REDACTED] Erin conducted customer research and analysis for [REDACTED] to identify and develop strategies to improve the customer experience.</li> </ul>  |                     |
| Partner<br>Business Case and Economics  | Mark Streeting |   | <p>Mark is Partner in PwC's Consulting team. Mark is widely recognised as one of the leading transport economists in Australia, with over 25 years of experience. He has an extensive experience in including strategy and policy development, demand analysis and forecasting, financial and economic appraisal, regulatory reform and procurement, pricing strategies and strategic marketing communications.</p> <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li>• [REDACTED] Integrated transport and land use planning services and preparation of patronage forecasts for the proposed [REDACTED]</li> <li>• [REDACTED] Developed long-term aviation demand forecasts as an input to the [REDACTED] for the Sydney Region.</li> <li>• [REDACTED] Development of business case supporting a single coordinated procurement of a new ticketing [REDACTED]</li> <li>• [REDACTED] Assessment of the economic impact of road congestion on [REDACTED]s and business case for a new [REDACTED] bus depot.</li> </ul> | 25 years            |
| Director<br>Business Case and Economics | Sarah Close    | <ul style="list-style-type: none"> <li>• Bachelor of Business, University of South Australia</li> <li>• Bachelor of International Studies, University of</li> </ul> | Sarah is a Director in the Economics and Policy team in PwC's Consulting team. She has over 10 years experience providing economic analysis and advice to a range of clients and industries. Sarah's experience has involved market studies, cost benefit analyses, feasibility studies, economic impact assessments and  | 10 years            |

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**Project: Workshop Facilitation and Consulting Support Services 2014-2014**

| Role/Position                                 | Name      | Qualifications  | Details of experience   | Years of experience |
|---|-----------|---|---|---------------------|
|   |           | <p>South Australia</p> <ul style="list-style-type: none"> <li>• Intensive Mandarin Program/Semester of Business Studies, University of International Business and Economics, Beijing, China</li> <li>• Certificate in Mandarin, Beijing Technology and Business University, Beijing, China</li> </ul> | <p>benchmarking analyses.</p> <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li>• [REDACTED]: Development of preliminary business case for the [REDACTED] program overseeing all of the work streams including economics, change management, program management, and benefits realisation. She also provided detailed review of the economic analysis and strategic direction for the business case.</li> <li>• [REDACTED] Developed the business case for an [REDACTED] [REDACTED] Work included cost benefit analysis, estimation of wider economic benefits and Computable General Equilibrium (CGE) modelling of economic impacts.</li> <li>• [REDACTED] Lead development of a business case as well as economic and financial appraisal for options to upgrade [REDACTED] to meet increased levels of demand.</li> <li>• [REDACTED]: Lead economic appraisal of the 18 year, \$1.7bn [REDACTED] project to design, build, finance, operate and maintain a new light rail system.</li> </ul> |                     |
| Senior Manager<br>Business Case and Economics | Rob Tyson |   | <p>Rob is a Senior Manager in PwC's Consulting team. He is an experienced transport economist, specialising in cost benefit analysis of infrastructure projects and policy initiatives. He combines the practical experience gained from undertaking and managing a number of high profile cost benefit analyses with a strong theoretical background of economic, appraisal and triple bottom line methodology.</p> <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li>• [REDACTED] Economic appraisal of the [REDACTED] [REDACTED]</li> </ul>   | 8 years             |

## Request for Proposal No.: WS176440

## Project: Workshop Facilitation and Consulting Support Services 2014-2014

| Role/Position                                    | Name           | Qualifications  | Details of experience  | Years of experience |
|--|----------------|---|--|---------------------|
|  |                |   | <ul style="list-style-type: none"> <li>• [REDACTED] Economic appraisal and financial analysis of the [REDACTED]</li> <li>• [REDACTED] Demand estimation and customer adoption for [REDACTED] pricing scenarios.</li> <li>• [REDACTED] Economic and financial appraisal of FY11, FY12 and major interchange locations for the [REDACTED] programs.</li> <li>• [REDACTED] Economic appraisal of [REDACTED] (Phases 4 and 5).</li> <li>• [REDACTED] In-house economic review of submissions to the [REDACTED] since 2008.</li> </ul>  |                     |
| Senior Consultant<br>Business Case and Economics | Larice Stielow | <ul style="list-style-type: none"> <li>• Master of Economics, UNSW, Australia (in progress)</li> <li>• Graduate Certificate Chartered Accounting Foundations, Deakin University, Australia</li> <li>• Bachelor of Commerce, University of Melbourne, Australia</li> <li>• Bachelor of Arts, University of Melbourne, Australia</li> </ul> | <p>Larice is an economist PwC's Consulting team with demonstrated expertise in report writing for government, particularly in preparing business cases to help government seek funding for projects and programs. She has conducted economic analysis of various state and federal government initiatives, and developed evidence based strategy documents. She is also skilled in stakeholder consultation and macroeconomic analysis.</p> <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li>• [REDACTED] Worked closely with the [REDACTED] project team across the strategic and preliminary stages of developing the [REDACTED] and lead the economic analysis workstream.</li> <li>• [REDACTED] Engaged to provide policy and funding advice for a number of [REDACTED] customer information program initiatives. This involved writing several business cases and policy documents for funding and a briefing note to the [REDACTED] on the benefits and expected outcomes of the initiatives.</li> <li>• [REDACTED]</li> </ul> | 5 years             |

## Request for Proposal No.: WS176440

## Project: Workshop Facilitation and Consulting Support Services 2014-2014

| Role/Position                | Name            | Qualifications  | Details of experience  | Years of experience |
|------------------------------|-----------------|---|--|---------------------|
|                              |                 |   | <p>██████████ Writing the business case for funding for a pedestrian and cyclist access bridge over ██████████ and dedicated route from ██████████</p> <ul style="list-style-type: none"> <li>• ██████████</li> <li>• ██████████ Performed a review of ██████████ 2013 master plan for the ██████████, including assessment of the reliability of traffic forecasts, and the ability of planned infrastructure to accommodate future demand.</li> </ul>  |                     |
| Partner<br>People and Change | Chris Greenwood | <ul style="list-style-type: none"> <li>• MSc in Personnel Management and Industrial Relations</li> <li>• Membership of the Chartered Institute of Personnel and Development (CIPD)</li> <li>• Membership of the Institute of Management Consultants (IMC)</li> <li>• BA (Hons) in History and Politics</li> </ul> | <p>Chris is a Partner in PwC's People team and leads the organisation design capability area. He has over 15 years experience assisting organisations in Australia and the UK reorganise their structure to assist achievement of their strategic business goals.</p> <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li>• <i>National telecommunications provider: HR operating model review and subsequent restructure:</i> PwC undertook a HR operating model review across a major telecommunications organisation as part of a cost reduction program in the context of large transformation. The review uncovered \$19.6m in annualised cost savings, as well as a blueprint for core functional improvements to enable delivery of the transformation strategy. Chris subsequently led the redesign and restructure of the OD function as part of the implementation of the HR operating model review's recommendations, generating a total headcount reduction of 72 FTE and a cost saving of \$7.6 million by H1 FY13.</li> <li>• <i>Global shipping firm – Post deal integration:</i> Chris led the post deal integration for Australia and New Zealand following the global acquisition of a rival 'top 10' shipping firm. He supported the redesign of the organisation, the establishment of new terms and conditions, the selection of the new employee base and the securing of the required local contribution to a global synergy target of €180m.</li> </ul> | 15 years            |

## Request for Proposal No.: WS176440

## Project: Workshop Facilitation and Consulting Support Services 2014-2014

| Role/Position                 | Name             | Qualifications  | Details of experience   | Years of experience |
|-------------------------------|------------------|---|---|---------------------|
| Partner<br>People and Change  | Victoria Keesing | <ul style="list-style-type: none"> <li>DipBank (Treasury Management) Massey University</li> <li>Principles and Practices of Organisational Development Columbia University</li> </ul> | <p>Victoria is a Partner in PwC's People and Change team. She has considerable experience in managing large scale transformational change with particular emphasis on the management of people through significant change. Many of Victoria's assignments have been about articulating and driving change to work practices in highly operational environments, often with deep industrial and safety ramifications.</p> <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li><i>Transport Sector:</i> Led a study for ██████████ ██████████ to determine whether there was a skills crisis in the rail industry and to set a strategy for its management.</li> <li><i>Transport Sector:</i> Designed and led a review of shift-work for an Aviation Engineering company. This included a review of all operational and health impacts and worked with critical stakeholders to ensure successful implementation. The work was recognised by the international community on shift-work as leading practice. Importantly all measures, operational and personal moved positively throughout implementation.</li> <li><i>Energy Sector:</i> Led a review of the workforce planning approach and required capability for an Energy Supplier.</li> <li><i>Energy Sector:</i> SME in the delivery of a workforce optimisation review and consequent workforce recommendations for a large energy supplier.<sup>1</sup>This includes consideration of management of recruitment, development, overtime, shift-work and the like.</li> </ul> | 25 years            |
| Director<br>People and Change | Catia Davim      | <ul style="list-style-type: none"> <li>Master in Business Administration, Macquarie University, Graduate School of Business,</li> </ul>   | <p>Catia is a Director in PwC's People team and is an expert in large transformation and change. Her background is in organisational psychology with a Masters in Business Administration (MBA). She has extensive experience in people and change and a deep</p>   | 15 years            |

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<sup>1</sup> Hara

## Request for Proposal No.: WS176440

## Project: Workshop Facilitation and Consulting Support Services 2014-2014

| Role/Position                       | Name         | Qualifications   | Details of experience  | Years of experience |
|-------------------------------------|--------------|--|--|---------------------|
|                                     |              | Australia <ul style="list-style-type: none"> <li>• Bachelor of Psychology (Hons), ISPA, Portugal</li> <li>• Member of CMI (Change Management Institute)</li> </ul> | <p>understanding about business issues, making her a highly skilled practitioner to align people issues with business strategies.</p> <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li>• [REDACTED] Catia led the team that designed and delivered the approach to manage the change component of [REDACTED] implementation. This program entailed the implementation of a national system that will ensure that all [REDACTED] personnel (more than 90,000 people) will have [REDACTED] for all clinical transactions from recruitment to discharge’.</li> <li>• [REDACTED] <i>change management framework and toolkit</i>: Catia led the team that developed the [REDACTED] management framework and toolkit. This framework and toolkit supports a 10 year program to transform [REDACTED] services and is an essential tool to manage the implementation of more than twenty IT projects across 130 hospitals.</li> <li>• [REDACTED] – <i>Core Banking Implementation</i>: Catia led the business readiness stream of a full in depth quality assurance review of the Core Banking Modernisation Program at [REDACTED]. This project entailed implementing one of the largest SAP implementations worldwide in the banking sector, reporting directly to the Program leadership team, Group CIO, Executive steering committee, and the Board.</li> </ul> |                     |
| Senior Manager<br>People and Change | Andrew Mycoe | <ul style="list-style-type: none"> <li>• Bachelor of Arts (Management, Economic History, Ancient History), University of Sydney, Australia</li> </ul>              | <p>Andrew is a Senior Manager in PwC’s People team. He has broad experience leading complex transformation projects across a diverse range of industries and geographies.</p> <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li>• [REDACTED] Andrew is currently managing PwC’s contribution of transformation and change inputs for the ROC business case, and driving the solution</li> </ul>   | 10 years            |



## Request for Proposal No.: WS176440

## Project: Workshop Facilitation and Consulting Support Services 2014-2014

| Role/Position                       | Name           | Qualifications  | Details of experience   | Years of experience |
|-------------------------------------|----------------|---|---|---------------------|
|                                     |                |   | <p>design for the [REDACTED]</p> <ul style="list-style-type: none"> <li>• [REDACTED] Andrew led two projects supporting the detailed design phase of the Corporate and Shared Services reform program. One project was to conduct a 'preliminary change impact assessment' and the second to run a series of workshops defining the 'roles and responsibilities' required to support the detailed design.</li> <li>• [REDACTED] Andrew designed and delivered multiple change initiatives for frontline leaders, Middle Management and Senior Leadership groups across [REDACTED]</li> <li>• [REDACTED]: Andrew led a global team designing and delivering a worldwide strategic change initiative.</li> <li>• [REDACTED] Design and implementation of a Rostering Program for over 100,000 employees.</li> <li>• [REDACTED] Development and delivery of thirty workshops for the dealership network around Australia, Japan, Papua New Guinea and Fiji.</li> </ul> |                     |
| Senior Manager<br>People and Change | Philippe Bland | <ul style="list-style-type: none"> <li>• Master of International Business (Commerce and Strategic Management), University of Sydney, Australia</li> <li>• Bachelor of Economics (Economics and Psychology) University of Sydney, Australia</li> </ul> | <p>As a Senior Manager in PwC's People team, Philippe has provided advisory services to a variety of clients in Australia and the UK around restructuring their organisations, improving their people practices and managing the organisational change implications. Philippe's core expertise is working with clients on large operating model transformation programs focusing on the organisation design and people transition elements.</p> <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li>• [REDACTED] Philippe is currently leading PwC's support of the organisation design elements associated with the establishment of the ROC program (including design of the future structure, roles and responsibilities).</li> </ul>   | 10 years            |

## Request for Proposal No.: WS176440

## Project: Workshop Facilitation and Consulting Support Services 2014-2014

| Role/Position                | Name        | Qualifications   | Details of experience   | Years of experience |
|------------------------------|-------------|--|---|---------------------|
|                              |             |  | <ul style="list-style-type: none"> <li>• <i>Global FMCG organisation – Function re-design as part of an operating model transformation program:</i> Philippe led and managed the organisation redesign implications of a major Finance function transformation encompassing changes to process, systems, culture and overall ways of working.</li> <li>• <i>Large State Government Organisation – Executive function structure review:</i> Philippe managed the structure re-design of a large government function supporting the Executive team to deliver against [REDACTED] targets, government priorities and community expectations.</li> </ul>  |                     |
| Manager<br>People and Change | Delinda Lau | <ul style="list-style-type: none"> <li>• Bachelor of Commerce (Marketing)/ Bachelor of Arts (Psychology, Sociology)(Combined), University of New South Wales, Australia</li> <li>• Masters of Counselling (current)</li> </ul> | <p>Delinda is a manager in PwC's People team with six years of management consulting experience in professional services. She has worked with clients to enhance organisational effectiveness, working closely with multiple stakeholders from senior management to the frontline to develop sustainable performance and effective change outcomes.</p> <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li>• [REDACTED] <i>Change and Culture streams of the Transformation program:</i> Delinda led the effective feedback loops approach as part of the change workstream and led the team to conduct a current state culture assessment in the Services business.</li> <li>• [REDACTED] <i>Change and Skills and Capability streams of the High Performing Organisation program:</i> Led the communications stream as part of the Change and Engagement workstream and transitioned to the Skills and Capability workstream to develop the roadmap for leadership development.</li> <li>• [REDACTED] <i>Security Culture Review:</i> Delinda's role involved facilitating structured focus groups and interviews across business units from senior management to frontline employees in order to size the gap between the current and the</li> </ul> | 6 years             |

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## Project: Workshop Facilitation and Consulting Support Services 2014-2014

| Role/Position                          | Name            | Qualifications  | Details of experience   | Years of experience |
|--|-----------------|---|---|---------------------|
|  |                 |   | desired culture.  |                     |
| Senior Consultant<br>People and Change | Kaisa Watt      | <ul style="list-style-type: none"> <li>Master of Business and Economics (Management), Uppsala University, Sweden</li> <li>Post graduate studies (Organisational Design / Change Management), University of Technology Sydney, Australia</li> <li>Currently completing PRINCEII accreditation</li> </ul> | <p>Kaisa is a Senior Consultant in PwC's People team. She specialises in guiding organisations and their people through change, driven by large scale system implementation, cultural transformation and process improvement programs of work.</p> <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li>██████████ <i>CIP</i>: Kaisa has acted as a CIP Change Manager since the creation of the Change Management Strategy in August 2013. She is currently coordinating change efforts across the program as well as providing hands on change management support to CIP projects.</li> <li>██████████ <i>Customer Advocacy Program (three different projects)</i>: Kaisa provided Change Management advice across a number of projects established to increase customer advocacy</li> <li>██████████ <i>Field Workforce Automatisation program</i>: Change Management stream lead providing full lifecycle change management expertise for a new work order dispatch management solution for field based workforce.</li> </ul> | 11 years            |
| Consultant<br>People and Change        | Nick Sunderland | <ul style="list-style-type: none"> <li>Bachelor of Commerce (Economics, Industrial relations and HRM) University of Sydney, Australia</li> <li>Bachelor of Arts (Government Studies) University of Sydney, Australia</li> </ul>   | <p>Nick is a Consultant within PwC's People team. He assists clients with the development and implementation of people and change strategies and identifies areas for improvement to successfully deliver sustainable outcomes.</p> <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li>██████████ <i>ROC Business Case</i>: Nick is currently providing analytic support to various streams of work including organisation design, change management, project management and financial modelling. He works with core data and the ROC program financial model to support the ROC program.</li> <li>██████████ <i>CIP Alternate Customer Journey Plans</i>: Nick</li> </ul>  | 1 year              |

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## Project: Workshop Facilitation and Consulting Support Services 2014-2014

| Role/Position     | Name             | Qualifications   | Details of experience  | Years of experience |
|-------------------|------------------|--|--|---------------------|
|                   |                  |  | <p>assisted with engaging stakeholders across the Customer Service and Operations Directorates to design customer centric responses to managing incidents on the network (planning alternate journeys to get customers to their destinations).</p> <ul style="list-style-type: none"> <li> <span style="background-color: black; color: black;">██████████</span> <i>Cultural Transformation</i>: Nick provided analytic support to Transformation feedback loops and culture surveys, and helped support organisation wide communication and engagement activities.         </li> </ul>   |                     |
| Partner Analytics | Alastair Pearson | <ul style="list-style-type: none"> <li>BSc (Hons) Economics, University of Bath, UK</li> </ul> | <p>Alastair is the lead Partner for the Insight Analytics capability in our PwC Consulting team. He specialises in identifying, enhancing, and delivering value and insight to our clients through powerful analytics, a problem-solving approach, and innovative thinking. He has over 19 years' experience, with particular focus on the government sector. Alastair is also the co-head of the NSW Chapter of IAPA (Institute of Analytical Professionals of Australia).</p> <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li> <span style="background-color: black; color: black;">██████████</span> <i>CIP Predicting Incident Restoration Times</i>: Estimating the potential impact of incidents on customers and the network. Customers will be able to use this insight to make better journey decisions. The insight will help <span style="background-color: black; color: black;">██████████</span> better optimise their operational and maintenance responses to incidents.         </li> <li> <span style="background-color: black; color: black;">██████████</span> <i>Train Crew Productivity</i>: Complex project to analyse and identify potential opportunities to optimise the operational schedules of <span style="background-color: black; color: black;">██████████</span> resulting in significant cost savings and opportunities for better operational efficiency.         </li> <li> <span style="background-color: black; color: black;">██████████</span> <i>Transport Cleaning Services (TCS)</i>: Alastair is leading a project to assess, validate and rebuild TCS's performance payment model used to assess the performance of an external contractor on a large cleaning contract.         </li> <li> <span style="background-color: black; color: black;">██████████</span> <i>Vehicle registration analysis</i>: PwC assisted <span style="background-color: black; color: black;">██████████</span> in         </li> </ul> | 19 years            |

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## Project: Workshop Facilitation and Consulting Support Services 2014-2014

| Role/Position      | Name         | Qualifications  | Details of experience  | Years of experience |
|--------------------|--------------|---|--|---------------------|
|                    |              |   | a project looking into options for the new Vehicle Registration Initiative, and potential impact on [REDACTED] revenue of different scenarios.   |                     |
| Director Analytics | Kerrie Young | <ul style="list-style-type: none"> <li>• Chartered Financial Analyst (CFA)</li> <li>• Bachelor of Commerce (Finance and Economics), University of Sydney, Australia</li> <li>• Bachelor of Science (Computer Science and Information Systems), University of Sydney, Australia</li> </ul> | <p>Kerrie is a Director in PwC's Consulting team, specialising in the field of data driven insights. She uses analytics to identify and deliver value and insight to clients through financial modelling, a problem-solving approach, and innovative thinking.</p> <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li>• [REDACTED] <i>Policy reform analysis, vehicle registration initiative:</i> Kerrie led a team developing the financial assessment model for reconfiguring the current registration charging model to incorporate safety and environmental criteria, as well as a vehicle weight component. Different payment options for registration fees were considered. PwC was able to clearly cost of the various reform options for [REDACTED] and give them the flexibility to change the charging structures related to safety and environmental criteria.</li> <li>• [REDACTED] <i>Policy reform analysis, private vehicle conveyance (PVC) analysis:</i> Led a team that developed a financial assessment model that showed the impact of changing the payments under the current and proposed private vehicle conveyance scheme. This included forecasting expected take up rates and progressively increasing the subsidy over time through annual increases above inflation, the objective being to maximise payments to PVC recipients while remaining within the budget for the PVC scheme. Savings achieved from the New Scheme were to be returned to recipients through increases to the per kilometre rate.</li> <li>• [REDACTED] <i>Change readiness survey:</i> Kerrie led the development of change readiness survey tool and reporting dashboard. This highlighted the relative effectiveness of various elements of the change effort, such as communications and education, using a 'traffic light' style rating mechanism and generated an action planning template which assisted managers</li> </ul> | 10 years            |

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## Project: Workshop Facilitation and Consulting Support Services 2014-2014

| Role/Position               | Name        | Qualifications  | Details of experience  | Years of experience |
|-----------------------------|-------------|---|--|---------------------|
|                             |             |   | in developing practical action plans to address the issues raised in the change readiness survey reports.  |                     |
| Senior Manager<br>Analytics | Scott Albin | <ul style="list-style-type: none"> <li>Post Graduate — M.S., Information Systems, Indiana University, USA</li> <li>Undergraduate — B.S., Business, Indiana University, USA</li> </ul> | <p>Scott is a Senior Manager in PwC's Consulting team focused on modelling and analytics. He brings over six years of experience using analytics and technology to solve complex business problems</p> <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li>██████████ <i>Train Crew Productivity</i>: Scott provided methodology guidance in the analysis and validation of crew productivity initiatives, which together represent a \$60 million dollar savings opportunity.</li> <li>██████████ <i>Train Incident Prediction</i>: Scott is leading the development of the train incident propagation simulation as part of the program's second stage. In this stage Scott will oversee the development of a network simulation of trains, customers and incidents, to understand how incident delays propagate and impact customers. The outputs will be used to provide customers with more precise estimates of delays and inform how network operators respond to future incidents.</li> </ul> | 6 years             |
| Manager<br>Analytics        | Becky Hunt  | <ul style="list-style-type: none"> <li>Math - Mathematics, University of Oxford, UK</li> </ul>  | <p>Becky is a Manager in PwC's Consulting team focused on modelling and analytics and with significant experience in detailed data analysis and statistical modelling across the retail and finance sectors. She is adept at undertaking complex analysis in a multitude of software platforms and using a range of visualisation techniques to present findings.</p> <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li>██████████ <i>CIP, Predicting Incident Restoration Times</i>: Becky led the work to create a predictive model that estimated the time it would take the rail network to return to normal after an incident. These predictions will be used to provide customers with real time information.</li> <li>██████████ <i>Train Crew Productivity</i>: Becky is leading a complex project to analyse and identify potential opportunities to</li> </ul>  | 6 years             |

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| Role/Position                 | Name           | Qualifications  | Details of experience  | Years of experience |
|-------------------------------|----------------|---|--|---------------------|
|                               |                |   | <p>optimise the operational schedules of [REDACTED] resulting in significant cost savings and opportunities for better operational efficiency.</p> <ul style="list-style-type: none"> <li>[REDACTED] <i>Supply Chain Optimisation</i>: In a previous role in the Research and Development Team in [REDACTED] Becky was solely responsible for leading the development and implementation of a new promotional forecasting system to [REDACTED] stores.</li> </ul>  |                     |
| Partner<br>Project management | Iain Maguire   | <ul style="list-style-type: none"> <li>Bachelor of Science (Hons) Geography, Kings College London, UK</li> <li>Diplome Superieur, French Commerce, Paris Chamber of Commerce</li> <li>OGC P3O (Portfolios, Programmes, and Projects) certified Practitioner level</li> <li>Member, Project Mgmt. Institute, Institute of Internal Auditors Australia</li> </ul> | <p>Iain is a Partner in PwC's Consulting Team with more than 15 years IT program management, delivery and program assurance experience. Iain works across both NSW Government and the private sector, focusing on complex reform programmes driving successful execution as well as ensuring robust and fit for purpose technology enablement. Iain will play a key role supporting the Sydney Trains team around the broader technology strategy, vendor engagement and delivery assurance. In addition Iain is the PwC Lead Partner for NSW Government.</p> <p><b>Relevant experience</b></p> <p>The below are examples of large scale reform agendas, agile delivery, operationally intensive organisations, technology strategy and enablement, application integration, complex workforce dynamics, security and risk.</p> <ul style="list-style-type: none"> <li>[REDACTED] Advisory services over various transformation programmes, vendor governance, BCP, Security, PCI, DR, and Shared Services.</li> <li>[REDACTED]: Program advisory, QA, risk and delivery, vendor Governance, complex outsourcing, benefits realisation.</li> <li>[REDACTED]: Program, applications and implementation advisory and support to the [REDACTED] Rostering program.</li> </ul> | 15 years            |
| Partner                       | David Hamilton | <ul style="list-style-type: none"> <li>Bachelor of Accountancy (First Class Honours),</li> </ul>  | David specialises in project delivery of large scale business critical programmes and has in-depth experience of the entire project  | 20 years            |

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## Project: Workshop Facilitation and Consulting Support Services 2014-2014

| Role/Position                  | Name          | Qualifications  | Details of experience   | Years of experience |
|--------------------------------|---------------|---|---|---------------------|
| Project management             |               | University of Dundee, Scotland 1992 <ul style="list-style-type: none"> <li>• Member, Institute of Chartered Accountants of Scotland, 1995. Member, Institute of Chartered Accountants in Australia, 2011</li> </ul> | delivery life cycle. He has worked with a range of clients in the financial services, oil and gas, health, media and telecommunication industries as well as in Government. <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li>• [REDACTED] <i>Post merger integration:</i> David was the Project Director for the Finance Systems Integration of this project. The key objective for the project was to integrate the finance systems and processes of [REDACTED] following their merger and to successfully transition the finance teams onto a single way of working based around PeopleSoft Financials. David was responsible for a team of 60 (PwC, [REDACTED] internal staff, external technology vendors and contractors) and successfully delivered the project on time and 15% under budget.</li> <li>• [REDACTED] <i>eHealth program:</i> This role was part of the overall [REDACTED] e-Health Alliance program which focused on building the program management office (PMO), program management and change management capability to successfully deliver business transformation initiatives within QH over the next five years.</li> <li>• [REDACTED] - <i>Technology Services Management Portfolio Operations:</i> The key objective of this engagement was the design, mobilisation and operation of a Portfolio Operations team to manage a major Global portfolio covering six Programmes / 50 Projects that are delivering refreshed IT Infrastructure and supporting tools/applications across the Banks global IT operations.</li> </ul> |                     |
| Director<br>Project management | Kevin Sandler | <ul style="list-style-type: none"> <li>• Bachelor of Electrical Engineering (Hons), Masters of Commerce (Hons)</li> <li>• PRINCE2</li> <li>• MSP (Managing</li> </ul>   | Kevin is a Director in the PwC's Consulting team focused on technology and projects team specialising in the area of project management capability improvement. <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li>• [REDACTED] <i>CIP:</i> From September 2012 to present, Kevin has been providing project management subject matter</li> </ul>   | 10 years            |



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## Project: Workshop Facilitation and Consulting Support Services 2014-2014

| Role/Position                 | Name     | Qualifications  | Details of experience  | Years of experience |
|-------------------------------|----------|---|--|---------------------|
|                               |          | Successful Programs) <ul style="list-style-type: none"> <li>• P30 (Project, Program, Portfolio)</li> <li>• Agile Accredited</li> </ul>  | expertise and detailed working level support on a number of initiatives within CIP. <ul style="list-style-type: none"> <li>• ██████████ <i>ROC program</i>: Since September 2012, Kevin has been helping to establish the PMO for the ROC program to enable its effective and efficient delivery. Deploying organisational specific project management tools and methods, complemented with agile delivery principles, in order to establish a 'right-sized' PMO infrastructure to support program delivery.</li> <li>• ██████████ Optimisation of the Heavy Rail Capital Portfolio to meet a specific strategic funding imperative.</li> <li>• ██████████ <i>secondment</i>: Kevin was seconded to ██████████ to assist with the establishment and ongoing management of a project office for a key strategic technology project.</li> <li>• ██████████ <i>Project Management Methodology and Business Case and Benefits Management Methodology</i>: Development of a Project Management Methodology and Business Case and Benefits Management Methodology rolled out across ██████████.</li> </ul> |                     |
| Manager<br>Project management | Anita Wu | <ul style="list-style-type: none"> <li>• Bachelor of Commerce (Human Resource Management) and Bachelor of Science (Psychology), University of New South Wales, Australia</li> <li>• Certified Project Management Professional (PMP), Project Management Institute</li> <li>• Certified Agile Project Management Foundations,</li> </ul> | Anita is a Manager in the PwC's Consulting team. She specialises in setting up and running large scale transformation projects, and has a keen interest, and extensive insights, in the Public Transport industry. <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li>• ██████████ <i>ROC program, Design and Planning Phase</i>: Anita is currently a program team member supporting the Program Leadership to ramp up the Design and Planning Phase of the ROC program.</li> <li>• ██████████ <i>CIP</i>: Anita successfully delivered two customer information initiatives to ██████████, enabling the Executive team and Customer Service Directorate to better understand the information needs of their customers on stations, and the</li> </ul>  | 4 years             |

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| Role/Position                 | Name           | Qualifications  | Details of experience   | Years of experience |
|-------------------------------|----------------|---|---|---------------------|
|                               |                | APMG  | <p>feasibility of delivering real time train information via multiple channels.</p> <ul style="list-style-type: none"> <li>██████████ <i>Corporate and Shared Services reform program</i>: Anita operated PwC's support to set up the Program Management Office for the Design Phase and facilitated the accelerated ramp-up of the project and program team. Additionally, Anita supported the successful transition of the program from Design to the Implementation Phase of the project.</li> </ul>   |                     |
| Manager<br>Project management | Rob Dunderdale | <ul style="list-style-type: none"> <li>Master of Science, (Biological Communication), The University of Nottingham, UK</li> <li>Bachelor of Science, (Biological Science), The University of Leeds, UK</li> <li>PRINCEII Practitioner</li> <li>Management of Risk Practitioner</li> </ul> | <p>Rob is a Manager in the PwC PwC's Consulting team. Rob worked in the PwC UK firm six years before being seconded to the Sydney office in 2014. He has deep experience in technology and projects</p> <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li>██████████ (in administration), <i>Performance Improvement</i>: PMO for a project preparing the infrastructure of ██████████ (in administration) to start returning unsecured dividends to around 2000 creditors. This involved the management of a baselined program plan, active maintenance of all key program risks and issues, the management of all change requests and co-ordination of the five projects within the program.</li> <li>██████████ <i>PMO</i>: PMO set up for a multi-million pound global procurement project. This involved the setup of a large PMO workstream including the creation and maintenance of risk/issues and assumption logs, flash reports, weekly Work in Progress reporting and the production of standard project processes.</li> </ul> | 6 years             |
| Partner<br>Process            | Adam Goulcher  | <ul style="list-style-type: none"> <li>BA (Economics) 1982, University of Sussex, MA (Economics) 1984, University of Sussex</li> <li>Prime Minister's Top Management Programme</li> </ul>   | <p>Adam is a partner in PwC's Transport Planning and Strategy team. He has over 25 years' experience in transport including at senior levels with London Underground, London Transport and the Greater Manchester Transport Authority. He has extensive experience in network, service and revenue development, strategy, planning and marketing and extensive consulting experience in Australia.</p>  | 25 years            |

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| Role/Position             | Name         | Qualifications   | Details of experience   | Years of experience |
|---------------------------|--------------|--|---|---------------------|
|                           |              | 2002 (UK)  | <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li>• [REDACTED] Designed of customer experience function, development of Customer Scorecard, Railcorp reform program customer workstream and revenue strategy options ([REDACTED] Finance)</li> <li>• [REDACTED] Review of weekend and night services and peak crowding policy options for Victoria.</li> <li>• [REDACTED] Director of Strategy leading bus strategy, travel behaviour change, fares and ticketing and key elements of the road congestion charging program.</li> <li>• [REDACTED] Board member for planning and marketing responsible for strategy and plans focussing on customer satisfaction and value for money.</li> <li>• [REDACTED]: Developed and implemented public transport service and marketing plans (incl. fares/ticketing).</li> </ul>   |                     |
| Senior Manager<br>Process | Alan Downton | <ul style="list-style-type: none"> <li>• Bachelor of Science (Mathematics), University of Warwick, UK</li> </ul> | <p>Alan is a Senior Manager in PwC's Consulting team. He brings over 20 years of rail experience from the public and private sector and specialises in maximising customer value through prioritised investment choices, exploitation of new technology, operational change and the use of appropriate performance measures.</p> <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li>• [REDACTED] <i>Operations Strategy and Traffic Management Client Review:</i> Alan led the review of the client activities, including business case, benefits realisation and implementation planning. Alan also supported a technology provider participating in [REDACTED] supplier engagement activities for the same Traffic Management program.</li> <li>• <i>Transport Consulting Advice – Various:</i> Worked on network and line upgrades including [REDACTED]</li> </ul> | 21 years            |

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| Role/Position             | Name         | Qualifications   | Details of experience  | Years of experience |
|---------------------------|--------------|--|--|---------------------|
|                           |              |  | <p>██████████.</p> <ul style="list-style-type: none"> <li>██████████ <i>Lost Customer Hours</i>: Alan worked on the development and introduction of the Lost Customer Hours system, based on modelling and simulation of different service affecting incidents with spatial and temporal disaggregation, to estimate the consequential costs to the customer of different types of service disruptions. He helped develop infrastructure capability models to specify the renewal and upgrade of assets. The regimes defined the contractual financial performance incentives for the ██████████.</li> </ul>   |                     |
| Senior Manager<br>Process | Sammy Bhatia | <ul style="list-style-type: none"> <li>Master of Commerce and International Business, Deakin University, Australia</li> <li>Bachelor of Commerce with Honours (Accounts), Delhi University, India</li> <li>CPA (Australia)</li> <li>Lean Six Sigma Black Belt</li> </ul> | <p>Sammy is a Senior Manager in PwC's Consulting team. He specialises in customer strategy, sales and service transformation. Prior to joining PwC, Sammy gained over 10 years' experience in executing Lean Six Sigma, customer experience transformations and cost optimisation projects across government and private sectors.</p> <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li><i>Service Stream - Field Workforce Optimisation</i>: Sammy led a cross-division program to implement a new Tick of Work scheduling system, CRM and integrated business intelligence reporting platform for the field based workforce to be NBN-ready.</li> <li>██████████ <i>Contact Centre Transformation</i>: Sammy led a transformation project using six sigma DMAIC approach with focus on improving response time to impacted customers during flight cancellations and major disruptions.</li> <li>██████████ <i>Complaint Management Process</i>: Sammy led a review of the workflow, capability and capacity of the Customer and Stakeholder Relations team to optimise the team structure and improve the overall complaint management process.</li> </ul> | 11 years            |

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| Role/Position                    | Name         | Qualifications   | Details of experience  | Years of experience |
|----------------------------------|--------------|--|--|---------------------|
| Technology and Projects Partner  | David Moore  |  | <p>David brings over 20 years experience in technology and is a recognised industry leader in enterprise transformation, where the alignment of business strategy and information technology strategy are critical to business success. David has extensive experience in strategy, the information systems life cycle and in the outsourcing of processes, applications infrastructure and data centres.</p> <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li>• [REDACTED] David was the Lead Engagement Partner for all PwC reviews of the [REDACTED] Core Banking Modernisation Program. He is now a trusted strategic advisor to the CEO and Board of the [REDACTED]</li> <li>• [REDACTED] <i>Consolidation and Construction Project</i>: David led the project reduced 28 [REDACTED] and Call Centre sites to just three sites and completed a \$40 Million capital works project - on time, in full and on budget. This enabled the business unit to sustain profit margin, through manageable property expenses and depreciation costs.</li> <li>• [REDACTED]: David led a global team that was awarded a \$260 Million Enterprise Transformation engagement. This project's success was based on altering the process from second-generation outsourcing procurement to a business strategy aligned transformation program.</li> </ul> | 30                  |
| Principal Digital and Technology | Nick Spooner | Bachelor of Business and Technology (formerly Industrial Studies), University of Sheffield, UK | <p>Nick is a Partner in the PwC's Consulting team. He leads the digital solutions capability for all of PwC's clients and was the Interactive Advertising Bureau's former chairman and board member.</p> <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li>• [REDACTED] Nick was a recognised industry judge of this Open Data project in his capacity as an industry expert. Nick led the engagement of the community and provided his industry knowledge.</li> </ul>  | 20 years            |

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| Role/Position                               | Name           | Qualifications  | Details of experience  | Years of experience |
|---|----------------|---|--|---------------------|
| Director<br>Digital and<br>Technology       | Brenton Worley | <ul style="list-style-type: none"> <li>PhD in Geology, Melbourne University (Australia).</li> <li>Postgraduate Diploma in Computer Science, RMIT (Australia)</li> </ul>   | <p>Brenton is a Director in the PwC Consulting team, and a Founding Partner of Intunity. He focuses on the digital capability within PwC</p> <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li>[REDACTED]: Brenton was responsible for the establishment of the technology part of the engagement that has been working collaboratively with [REDACTED] stakeholders to deliver this important project.</li> </ul>  | 13 years            |
| Senior Manager<br>Digital and<br>Technology | Liam Forde     | <ul style="list-style-type: none"> <li>(ongoing) Masters of Business and Technology, University of NSW, Australia</li> <li>Bachelor of Computer Science and Technology, Sydney University, Australia</li> </ul> | <p>Liam is a Senior Manager in PwC Digital Change Consulting and has been involved over the past six months with the Sydney Trains Train Control Decision Capture project and other customer-centric IT projects.</p> <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li>[REDACTED] Liam's primary achievement since joining PwC has been to project manage a major project to deliver a web based iPad App to improve the communication of train timetable changes to customers as well as to internal operational stakeholders.</li> </ul>   | 13 years            |
| Senior Manager<br>Digital and<br>Technology | Rob Vine       | <ul style="list-style-type: none"> <li>Bachelor of Science (Hons) (Business Information Systems), UK</li> <li>ITIL service management practitioner</li> </ul>   | <p>Rob is a Senior Manager in the PwC Consulting team, providing technology advisory and consulting services in enabling and driving IT transformation to clients in Australia and Asia. Prior to joining PwC, Rob worked in infrastructure and service delivery within financial services, holding key leadership roles in IT Service management, service development and transformation.</p> <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li>[REDACTED] <i>Health Services Information Agency:</i> Rob was the technology stream lead in developing target operating model plan and ICT contestability strategy development</li> <li>[REDACTED], <i>business case:</i> Rob provided technical project management in devising market sounding and</li> </ul> | 16 years            |

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| Role/Position                            | Name         | Qualifications  | Details of experience  | Years of experience |
|--|--------------|---|--|---------------------|
|  |              |   | <p>Preliminary business case input.</p> <ul style="list-style-type: none"> <li>██████████ During his time in financial services Rob worked in and around IT operations extensively; as a member of the IT operations team, through providing technical infrastructure and applications systems support to the operations team and as senior IT service manager for delivering mission critical customer facing IT services globally including contact centres, ATMs and core banking services in UK, Europe, Africa and Asia.</li> </ul>   |                     |
| Manager Digital and Technology           | Matt Havilah | <ul style="list-style-type: none"> <li>Master of Arts, Japanese Language and Culture, University of Technology Sydney, Australia</li> <li>Bachelor of Electrical Engineering, Sydney University, Australia</li> </ul> | <p>Matt is a manager in PwC's Digital Change team. He has over 18 years of development experience delivering bespoke solutions for customers in a number of industries. His passion is to strive for innovative and effective business solutions whilst fostering dynamic and cohesive teams.</p> <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li>██████████: From November 2013 to present, Matt has been involved with ██████████ and has led the development team for the majority of that time. The ██████████ solution that has been delivered is in large parts thanks to Matt's dedication in delivering quality solutions.</li> </ul>   | 20 years            |
| Senior Consultant Digital and Technology | Rob Williams | <ul style="list-style-type: none"> <li>Multimedia Design, Visual Design; RMIT University (Melbourne)</li> </ul>   | <p>Rob is a Senior Consultant in PwC's Digital Change team. He has vast experience implementing and leading UX and Visual Design practices across multiscreen digital platforms, enabling visual and customer centred functionality within a broad range of clientele, from telecommunications to boutique advertising, banking app specialists and gaming. Robert has worked in numerous Agile teams, managed creative designers, and brings a wealth of knowledge to PwC by custom moulding a UX Design process to suit best practice scenarios.</p> <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li>██████████ Robert is the Senior UX Designer for the ██████████ project, deeply engaging with stakeholders and customers to solve interaction aspects of</li> </ul> | 15 years            |

## Request for Proposal No.: WS176440

## Project: Workshop Facilitation and Consulting Support Services 2014-2014

| Role/Position                            | Name             | Qualifications  | Details of experience   | Years of experience |
|--|------------------|---|---|---------------------|
|  |                  |   | the [REDACTED] tool to deliver a web based iPad App to improve the communication of train timetable changes to customers as well as to internal operational stakeholders.   |                     |
| Senior Consultant Digital and Technology | Amit Dor-Shiffer | <ul style="list-style-type: none"> <li>Bachelor of Science in Computer Science (cum laude), Bar-Ilan University</li> </ul>  | <p>Amit is a Senior Consultant in PwC's Digital Change team. He has vast experience in software deployment, systems architecture, systems management and developing applications in Linux and Unix environments.</p> <ul style="list-style-type: none"> <li>[REDACTED] – <i>Station Passenger Information, proof of concept</i>: Amit is currently working at [REDACTED] on the proof of concept for SPI. He is applying leading the development efforts ensuring alignment with existing technology resources within [REDACTED] and deploying an agile approach to software development.</li> </ul>                              | 10 years            |
| Consultant Digital and Technology        | Fazlan Sabar     | <ul style="list-style-type: none"> <li>Bachelors in Information Technology, Curtin University, Perth, Australia</li> </ul>  | <p>Fazlan is a Consultant in PwC's Digital Change team. He is an accomplished Software Engineer with consulting experience specialising in the areas of object orientation and the application of software patterns and principles, coupled with solid technical skills in both.Net and Java/J2EE.</p> <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li>[REDACTED] Fazlan has been involved with [REDACTED] since January and has been a key member of the team since his arrival. Fazlan has been able to apply his knowledge and skill to provide immediate value to the [REDACTED] project.</li> </ul> | 7 years             |
| Consultant Digital and Technology        | Ian Rohde        | <ul style="list-style-type: none"> <li>Bachelor of Applied Science (Computer Science) with Distinction, RMIT University, Australia</li> <li>Diploma of Business (Management), RMIT</li> </ul> | <p>Ian is a consultant in PwCs Consulting team specialising in digital change with 12 years of experience developing and supporting solutions primarily within the Australian utilities market. Currently he is responsible for infrastructure and application support across a number of clients as well as internal to the development teams.</p> <p><b>Relevant project experience</b></p>   | 12 years            |



## Request for Proposal No.: WS176440

## Project: Workshop Facilitation and Consulting Support Services 2014-2014

| Role/Position                                  | Name            | Qualifications  | Details of experience  | Years of experience |
|--|-----------------|---|--|---------------------|
|  |                 | University, Australia   | <ul style="list-style-type: none"> <li>██████████ Ian has been involved with ██████████ since November having been responsible for provisioning hardware required by the project team across all environments.</li> </ul>  |                     |
| Senior Consultant<br>Digital and<br>Technology | Lucy Walker     | <ul style="list-style-type: none"> <li>Masters in International Relations, London School of Economics.</li> <li>Bachelor of Arts, major's in History and Politics, University of Cape Town, South Africa</li> </ul>   | <p>Lucy is a Senior Consultant in PwC's Digital Change team. Her diverse consulting career spans Europe and Africa where she worked for a global security provider as a political risk consultant and more recently for a leading executive search firm, advising on the board-level talent and leadership strategies of FTSE 100 companies. Since joining PWC she has worked across multiple service lines including digital strategy consulting and agile software delivery implementation.</p> <ul style="list-style-type: none"> <li>██████████ Lucy is lead Business Analyst on the ██████████ project, managing and driving the requirements of a web based iPad App to improve the communication of train timetable changes to customers as well as to internal operational stakeholders.</li> </ul>  | 5 years             |
| Director<br>Facilitation                       | Alex Klat-Smith | <ul style="list-style-type: none"> <li>Doctor of Philosophy in Management (Organisational Behaviour), Imperial College London, UK</li> <li>Master of Systems Management (1st Class Hons), Sheffield Business School, UK</li> <li>Bachelor of Business Studies, Sheffield Hallam University, UK</li> </ul> | <p>Alex is a Director in PwC's The Difference, and leads the Hub capability. Alex brings more than 14 years' experience in the design and delivery of collaborative working and transformation engagements across a broad range of strategic, operational and cultural issues.</p> <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li>██████████ Alex led the initial engagement and then set-up of Customer Central. Alex has acted as a Lead Facilitator and QA for Customer central since its establishment, including initial customer experience strategy design work, senior executive KPI design.</li> <li>██████████ <i>Design Centre</i>: Alex built and led a design centre to transform the ██████████ multi-billion dollar outsourced IT function, involving the design of complex, multi-system/vendor programs.</li> </ul> | 14 years            |

## Request for Proposal No.: WS176440

## Project: Workshop Facilitation and Consulting Support Services 2014-2014

| Role/Position                  | Name        | Qualifications   | Details of experience   | Years of experience |
|--------------------------------|-------------|--|---|---------------------|
|                                |             |  | <ul style="list-style-type: none"> <li>██████████ <i>Capability Hub</i>: Alex is currently the Engagement Lead, and formerly the Lead Facilitator, for an on-site design centre at ██████████ supporting a range of strategic, customer experience and operational programs.</li> <li>██████████ <i>Program Hub</i>: Alex led the design and establishment of a Transformation Program Hub at Lend Lease to assist with the post-merger integration and transformation of three legacy Lend Lease businesses.</li> </ul>  |                     |
| Senior Manager<br>Facilitation | Chris Hara  | <ul style="list-style-type: none"> <li>Bachelor of Business Management</li> </ul>  | <p>Chris Hara is a Senior Manager in PwC's The Difference and has been involved in this process and methodology for over nine years. Chris also brings specific expertise on complex large scale programs of work with ██████████, ██████████ and ██████████.</p> <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li>██████████ - <i>Capability Hub</i>: Ongoing design and delivery of collaborative working sessions at ██████████ dedicated on-site capability. Sessions were across business units and focussed on themes of strategic alignment, KPI alignment, strategy development, cultural development and helping ██████████ develop proposals for big bids.</li> <li>██████████ - <i>Capability Hub</i>: Onsite facility with the purpose of delivering of sessions on demand to accelerate and align the Core Banking Modernisation Program.</li> <li>██████████ - <i>Project Hub</i>: Onsite facility to drive change in the Wealth division and build a high performing culture. The project hub integrated several streams of work over a 12 week period.</li> </ul> | 9 years             |
| Senior Manager<br>Facilitation | Lucas Smith | <ul style="list-style-type: none"> <li>Bachelor of Commerce (Finance and International Business)</li> <li>Bachelor of Banking and International Finance</li> </ul> | <p>Lucas is a Senior Manager in PwC's The Difference. He specialises in the establishment and delivery of program hubs.</p> <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li>██████████ – <i>Customer Central</i>: Lucas led the facilitation team supporting the acceleration, de-risking and collaboration within Customer Central.</li> </ul>  | 7 years             |

## Request for Proposal No.: WS176440

## Project: Workshop Facilitation and Consulting Support Services 2014-2014

| Role/Position                  | Name           | Qualifications  | Details of experience   | Years of experience                                      |
|--------------------------------|----------------|---|---|--|
|                                |                |   | <ul style="list-style-type: none"> <li>• ██████████ – <i>Transformation Hub</i>: Lucas was a core member of the team to establish and deliver a transformational program hub for the integration and strategy development.</li> <li>• ██████████: Lucas co-developed a Design Thinking approach to challenge traditional.</li> </ul>  |  |
| Manager Facilitation           | Dean Said      | <ul style="list-style-type: none"> <li>• Bachelor of Arts (Information Technology and Business)</li> <li>• Qualified gamification designer</li> </ul> | <p>Dean is a Manager in PwC's The Difference, specialising in designing and facilitating multi stakeholder workshops and programs to solve complex business issues utilising unique collaborative processes to create innovative and accelerated results.</p> <p><b>Relevant experience</b></p> <ul style="list-style-type: none"> <li>• ██████████ - <i>Customer Central</i>: Dean has most recently been involved in designing and facilitating tactical design sessions to align stakeholders, generate ownership and de-risk the programs of work.</li> <li>• ██████████ <i>strategy</i>: Dean designed and ran a two day design forum for 50 people to understand and align around the ██████████ strategy. Roles, responsibilities and a clear action plan moving forward were defined to put the strategy into action.</li> <li>• ██████████ <i>customer value proposition</i>: Dean designed and ran a one day session for 40 people to take the recently developed bus customer value proposition and create an action plan with owners. An additional key outcome was alignment, across the cluster as to what customers want.</li> </ul> | 7 years  |
| Senior Consultant Facilitation | Annabel Gorman | <ul style="list-style-type: none"> <li>• Bachelor of Commerce (Finance) / Bachelor of Law, Australian National University, Australia</li> </ul>       | <p>Annabel is a Consultant from PwC's The Difference with experience in scoping, designing and delivering events ranging from tactical focus sessions through to long-term strategy design sessions. Annabel brings with her a wealth of knowledge and experience within transport having worked on a number of projects for ██████████ and ██████████ as a consultant in the Customer Experience team.</p> <p><b>Relevant experience</b></p>   | 1 year as a Solution Designer<br>2.5 years in Consulting |

**Request for Proposal No.: WS176440**  
**Project: Workshop Facilitation and Consulting Support Services 2014-2014**

| Role/Position | Name | Qualifications | Details of experience   | Years of experience |
|---------------|------|----------------|---|---------------------|
|               |      |                | <ul style="list-style-type: none"> <li>• ██████████ - <i>Customer Central</i>: Annabel has been responsible for scoping, designing and delivering current ACJP, ROC program Ministers Showcase, CIP State of Play, Roads Customer Information, and Customer Information 10 Year Plan for Rail, UGL Unipart Contract Alignment, Internal Audit and Media Relations. Annabel has also been involved in the training and delivery of Customer Central School.</li> <li>• ██████████ - <i>Collaboration Hub</i>: Annabel was responsible for scoping, designing and deliver numerous tactical and strategy sessions across different business units of Construction and Infrastructure.</li> <li>• ██████████ <i>Customer Value Proposition Research for Bus, Heavy Rail, Light Rail and Ferry</i>: Annabel was the consultant responsible for the design and analysis of quantitative and qualitative research for the Bus CVP project and the Heavy Rail, Light Rail and Ferry projects.</li> </ul> |                     |

## Quality Assurance



### Steve Billingham

Partner Advisory

*I bring more than 20 years' experience in business transformation and passion about our ongoing work with Sydney Trains to improve the customer experience*

#### Overview

Steve is a Partner in Consulting services who specialises in driving business transformation and change. Steve's experiences are based on a career spanning almost 20 years in management consultancy.

Steve has extensive experience in achieving executive engagement and building stakeholder and leadership alignment. Steve has worked for many years with innovative techniques to support large leadership groups to resolve complex issues in an accelerated way while also building consensus and buy-in for the final outcome.

Steve's international experience has included supporting a number of clients to drive complex programmes of change while managing risk and ensuring value is realised. These programmes include both transformational and performance improvement programmes at both an enterprise and functional level. Steve's experience includes integration, customer transformation, cost management, process reengineering, technology enabled change and operational excellence.

#### Relevant project experience

##### ██████████ Integration

Steve led the PwC team in supporting ████████ executives with the integration of ████████ and transformation of their business. In this capacity, Steve was the lead advisor to the Integration Board, provides daily support to the Transformation Director and overall program oversight.

As part of ████████ approximately \$1billion acquisition of ████████ in 2006, Steve was responsible for overseeing the integration of the sales and customer streams on a global scale. This included detailed procedural and systems integration, cultural understanding initiatives, KPI alignment, offering integration and channel integration.

#### Rationale for selection for this program

*Steve's proven track record delivering complex transformation program gives him great insight to provide QA*



### Rick Crether

Risk Management Advisor

*I will be responsible for understanding your needs and priorities, and bringing the right team and ideas to ensure real value is delivered to you*

#### Overview

Rick has 25 years' experience in providing risk management services to leading Australian and Global organisations. He helps organisations understand and manage risks in key projects and major change initiatives so that business benefits and performance improvements can be realised.

#### Relevant project experience

##### Large Australian Retailer

Rick led the project management, risk management and Quality Assurance for transformation of their new product development and quality processes.

##### ██████████, August

Rick support the the establishment of ██████████ through facilitating risk management workshops to engage management across the business to identify, evaluate and assess the organisation's key risks in the new entity and how they should be managed.

#### Rationale for selection for this program

*Rick is PwC's lead partner for risk and brings excellent experience*

## Quality Assurance



### David Moore

Technology Advisor

*Just as you do not start building a house until you have your architectural plans signed off you need to ensure your have your IT architecture fully considered before you begin building your IT systems*

#### Overview

David brings over 20 years experience in technology and is a recognised industry leader in enterprise transformation, where the alignment of business strategy and information technology strategy are critical to business success. David has extensive experience in strategy, the information systems life cycle and in the outsourcing of processes, applications infrastructure and data centres

#### Relevant project experience

David was the Lead Engagement Partner for all PwC reviews of the [REDACTED] Core Banking Modernisation Program. He is now a trusted strategic advisor to the CEO and Board of the [REDACTED].

#### *Consolidation and Construction Project*

David led the project which reduced 28 [REDACTED] and Call Centre sites to just three sites and completed a \$40 Million capital works project - on time, in full and on budget. This enabled the business unit to sustain profit margin, through manageable property expenses and depreciation costs.

#### *Project*

David led a global team that was awarded a \$260 Million Enterprise Transformation engagement. This project's success was based on altering the process from second-generation outsourcing procurement to a business strategy aligned transformation program.

#### *Rationale for selection for this program*

*David's experience on complex, large scale IT transformation will provide valuable insight to Sydney Trains*



### Jon Williams

People and Change Advisor

*A high performing culture is critical for organisations to achieve their goals. Without this you will consistently run into an execution gap where your plans on paper don't becomes reality*

#### Overview

Jon has spent the past twenty-five years advising Australia's largest employers in the public and private sector on significant transformation and business issues with a people component. Jon was previously Managing Director of Hewitt Associates and Managing Principal Gallup Consulting.

#### Relevant project experience

Jon developed the mission and values for one of Australia's largest insurance companies, aligning the senior leadership team around the role of the organisation, the behaviours required by the team to deliver on their business objectives and their position relative to attracting and retaining the best talent in the marketplace.

Jon led teams on a number of assignments to improve organisational efficiency through improved people management approaches and capabilities, including culture, employee value proposition, career planning, workforce planning and employment conditions.

Jon conducted a Cultural Review of [REDACTED] to identify embedded cultural beliefs and norms leading to unproductive and undesirable behavioural outcomes and inefficient performance.

#### *Rationale for selection for this program*

*Jon's experience helps organisation to unpack their people and culture challenges and identify effective ways to drive cultural change*

## Customer



### Adam Lai

Engagement Partner

*Driving your transformation with you over the past 18 months has been an amazing experience. A highlight for me was seeing the new Secretary and Minister endorse the ROC program after the hard work and passion of our combined team. I've loved working with your passionate teams and delivering some great customer impacts. I look forward to continuing the journey with you*

#### Overview

Adam has over 15 years' experience in supporting clients transform their operations, profitability and customer experience. He has specialist experience in service organisations, particularly in contact centres, dispatch and management of field based workforces.

#### Relevant project experience

█ *Business Case*, █

Adam led PwC's support of the strategy development, business case development and design across structure, people, process, technology and facilities.

█

Adam led PwC's support to transforming the customer experience and delivery of customer information through improving process, technology, channels and people. Involving significant program design through implementation and leadership of the Customer Central facility. Includes significant wins in Customer Mobile Apps and Incident Management Protocols and Procedures.

#### Rationale for selection for this program

*Adam is PwC's lead partner for service transformation and brings program continuity*



### Diane Rutter

Senior Manager

*Passionate about improving the experiences of customers, I am looking forward to applying my knowledge and experience to assist in achieving the vision of becoming a world class, customer-focused operator of train services*

#### Overview

Diane is a Senior Manager in the Strategy and Customer Team at PwC and has been deeply involved in the development of the customer value proposition and customer experience improvement program at both NSW TrainLink and Sydney Trains. Diane's background is in customer research and analytics, and she specialises in improving the customer experience through strategy design and execution using voice-of-customer research to drive operational performance improvements. Diane has worked extensively across the government sector and more specifically in the Transport sector over the last few years. Diane is a full member of Australian Market and Social Research Society (AMSRS).

#### Relevant project experience

█ *Business Strategy and Customer First Program*

Diane supported into the development of █ business strategy and Customer First program set up.

█ *Customer Value Proposition (CVP) Research*

Diane managed the delivery of the bus, rail, light rail, ferry, active modes and driving CVPs to understand what customers value about their transport experience.

█ *Electronic Ticketing System (ETS) product construct testing*

Diane provided voice-of-customer input into the product construct testing for █ to determine the adoption profiles.

█ *Citizen Expectation and Customer Attribute survey:*

Diane managed the delivery of the customer attributes survey at █ as part of the customer experience program of work.

#### Rationale for selection for this program

*Diane will bring her knowledge of improving the customer experience to life across all streams of work*

## Customer



### Jakob Webster

Manager

*Hearing customers talk about how the real time train app is one of the best improvements to their train experience has been a real highlight for me. I'm looking forward to working with you and seeing new screens on stations providing customers the information they need, when they need it*

#### Overview

Jakob Webster is a Manager in our Customer team. He has several years experience specialising in customer experience, sales force optimisation, go-to market strategy and segmentation, and process design.

#### Relevant project experience

██████████

Jakob has worked closely with the CIP project teams to support them in scoping and delivering their initiatives, developing the program strategy, and creation of business cases and other briefing materials for senior management. Specifically, Jakob has played a key role in the Information Strategy work, the Train Control Decision Capture tool, and in the delivery of the customer focus groups.

██████████

Jakob led the team which worked with ██████ and ██████ staff to assess the readiness of ██████ bus location data to be provided to third party app developers for the production of a real time bus app for customers.

██████████ *Hub*

Jakob co-lead the development of a future customer experience process for ██████████ as part of their broader transformation program.

#### Rationale for selection for this program

*Jakob brings a depth of experience working with your team to achieve improvements in the Sydney Trains customer experience*



### Sally Giblin

Manager

*I have thoroughly enjoyed the projects I've had the opportunity to work with you on. I relish the chance to be a part of improving the experience of your customers, and look forward to continuing on this transformation journey with you*

#### Overview

Sally has strong experience in customer research and analysis, customer experience, stakeholder engagement, market and service delivery assessments and project management, working with government, corporate and not-for-profit clients.

#### Relevant project experience

*Driving Customer Information Strategy, ██████████*

Sally managed a qualitative research project for ██████████ to understand what customers want from real time and journey planning information, which will provide a key input into the development of quick wins over the next year.

*Additional Passenger Information, ██████████*

PwC were engaged by a ██████████ to better understand the information needs of customers and explore additional channels through which passenger information could be provided to customers.

*Customer research and market scan, ██████████*

Sally was the Project Lead on an engagement to support ██████████ to understand customer expectations, needs and preferences and service delivery innovations that will improve the concessions customer experience.

#### Rationale for selection for this program

*Sally will continue to bring her customer experience to numerous recent engagements with transport*



## Customer



### Victoria Yates

Senior Consultant

*Sydney Trains is on an exciting journey to improve the customer experience and I very much look forward to working with you to achieve these goals. I will bring a depth of knowledge around customer motivations for Transport choices across NSW*

#### Overview

Victoria is a Senior Consultant in PwC's strategy and customer team. Leveraging her background is in econometrics and analytics, over the last two years Victoria has primarily worked with NSW government agencies and financial services clients to understand and analyse customer needs, expectations and satisfaction to identify and drive customer experience improvement programs.

#### Relevant project experience

*Customer Value Proposition, [REDACTED]*

Vic was the lead analyst on the team who delivered the Bus, Heavy Rail, Light Rail, Ferry, Regional Rail, Driving, Walking, Cycling, Taxi, Maritime and Transport Customer Value Proposition research projects which are being used as the basis of customer centric transformation in the NSW transport sector. Projects involved qualitative and quantitative customer research and workshops with internal stakeholders.

*[REDACTED] Retirement Customer Experience Improvement*

Vic was the lead analyst on project that delivered [REDACTED] with a world class, innovative customer experience methodology and clear insights, which resulted in the identification of a ~15% revenue uplift opportunity in their retirement segment, and a clear road map to realise these benefits.

#### Rationale for selection for this program

*Victoria has a depth of knowledge in what will drive increased patronage of trains in NSW from previous CVP research with [REDACTED]*



### Steph Fowler

Consultant

*Working closely with you to deliver improvements to the customer experience and the way your people provide service, has been a great experience. Together we're making a tremendous impact to the daily life of many people. I look forward to continuing this valuable work*

#### Overview

Steph is a Consultant in the Customer Experience Team, working on projects for both public, private and not-for-profit clients. She also has experience in the design and delivery of workshop facilitation The Difference.

#### Relevant project experience

*CIP, [REDACTED]*

Steph had a primary role in the delivery of a number of initiatives of the CIP to date, including current responsibility in delivering the Radio School project. Steph has undertaken significant stakeholder management, working closely with frontline staff. She has also played a lead role in the design, delivery and reporting of Customer Focus Groups to provide feedback and input for CIP.

*Project Hub, [REDACTED]*

Steph designed and delivered collaborative working sessions, pipeline planning and project delivery at the [REDACTED] dedicated on-site capability. Sessions were across specific work streams including change management, performance alignment, customer experience, end-to-end servicing, skills and capabilities and internal ways of working.

#### Rationale for selection for this program

*Steph has been working on this program to date and can play blended role in consulting and workshop design*

## Customer



### Erin Young

Consultant

*I feel privileged to have supported Sydney Trains over the past 18 months to improve processes translating to customer outcomes. Together we have made a difference to the daily life of many customers and employees and I look forward to continuing this work with you*

#### Overview

Erin is a Consultant in PwC's Strategy and Customer team. She specialises in Transport where she has gained in-depth functional experience in rail operations from her work with Sydney Trains. Erin also brings skills in process mapping, project management, change management and communications management.

#### Relevant project experience

*"One message" Incident Management Communications Protocols and Procedures, [REDACTED]*

Erin designed and implemented a full suite of protocols and procedures across all operational business groups impacting 6000 staff. These protocols and procedures clarified and standardised the way business groups communicate with each other during incidents.

*Productivity initiatives, [REDACTED]*

Erin has also worked within the reform team at [REDACTED] to help drive productivity within the Maintenance and Train Crew workforce.

*Customer research and analysis, [REDACTED]*

Erin conducted customer research and analysis for [REDACTED] to identify and develop strategies to improve the customer experience.

#### Rationale for selection for this program

*Erin specialises in Transport and has gained in-depth functional experience in rail operations from her work with [REDACTED]*

## Business case and Economics



### Mark Streeting

Partner

*Transformation in the public sector is a great challenge. I look forward to sharing my experience to support you in understanding and assessing economic impacts of change and developing compelling cases for change*

#### Overview

Mark is widely recognised as one of the leading transport economists in Australia, with over 25 years of experience. He has an extensive field of expertise including strategy and policy development, demand analysis and forecasting, financial and economic appraisal, regulatory reform and procurement, pricing strategies and strategic marketing communications.

#### Relevant project experience

*Land and Transport Planning,* [REDACTED]

Mark led the Integrated transport and land use planning services and preparation of patronage forecasts for the proposed CBD extension of the Sydney light rail system.

*Demand forecasting,* [REDACTED]

Mark led the development of the long-term aviation demand forecasts as an input to the Joint Study on Aviation Capacity for the Sydney Region.

*Business Case,* [REDACTED]

Mark led the development of business case supporting a single coordinated procurement of a new ticketing Electronic Ticketing System.

*Economic Impact,* [REDACTED]

Mark led the assessment of the economic impact of road congestion on [REDACTED] and the business case for a new Western Sydney bus depot.

#### Rationale for selection for this program

*Mark specialises in transport economics and has a depth of experience in developing successful business cases to achieve funding approval*



### Rob Tyson

Associate Director

*I am passionate about transport economics and will share insights from significant experience working with you to undertake economic and financial appraisals*

#### Overview

Rob is an experienced transport economist, specialising in cost benefit analysis of infrastructure projects and policy initiatives. He combines the practical experience gained from undertaking and managing a number of high profile cost benefit analyses with a strong theoretical background of economic, appraisal and triple bottom line methodology.

#### Relevant project experience

*Long Term Rail Strategy,* [REDACTED]

Rob provided an economic appraisal of Sydney Long Term Rail Strategy (Phases 4 and 5).

*Light Rail Expansion,* [REDACTED]

Rob provided an economic appraisal of the Sydney Light Rail Network extension from the CBD to Eastern Suburbs.

*Pedestrian Link,* [REDACTED]

Rob provided an economic appraisal and financial analysis of the Barangaroo Pedestrian Link ('Wynyard Walk').

*ETS Pricing,* [REDACTED]

Rob provided a demand estimation and customer adoption for Electronic Ticketing System pricing scenarios.

*Interchange location optimisation,* [REDACTED]

Rob provided an economic and financial appraisal of FY11, FY12 and major interchange locations for the Public Transport Interchange programs.

#### Rationale for selection for this program

*Rob is a specialist in transport economics and will support you to delivery best in class economic and financial appraisals*

## Business case and Economics



### Sarah Close

Director

*I have very much enjoyed collaborating with Sydney Trains to achieve important outcomes including the development of the ROC business case. I look forward to continuing our relationship to deliver valuable outcomes for your business and customers*

#### Overview

Sarah is a Director in the Economics and Policy team within PwC Consulting. She has over 10 years experience providing economic analysis and advice to a range of clients and industries, and cumulative experience in consulting and advisory services spanning more than ten years. Sarah's experience has involved market studies, cost benefit analyses, feasibility studies and economic impact assessments.

#### Relevant project experience

##### ROC Business Case, [REDACTED]

Sarah was the Project Director on development of preliminary business case for the ROC program overseeing all of the workstreams including economics, change management, program management, and benefits realisation. She also provided detailed review of the economic analysis and business case.

##### Business Case of [REDACTED]

Sarah developed the business case for an 18 km cross-city road connection extending across Melbourne. Work included cost benefit analysis, estimation of wider economic benefits and Computable General Equilibrium modelling.

##### Wynyard Station Upgrade Business Case, [REDACTED]

Sarah led the development of a business case as well as economic and financial appraisal for options to upgrade Wynyard Station to meet increased levels of demand.

##### Business Case, PPP and Funding, [REDACTED]

Sarah led the economic appraisal of the 18 year, \$1.7bn GCRT project to design, build, finance, operate and maintain a new light rail system.

#### Rationale for selection for this program

*Sarah is a very experienced transport economist who brings significant experience in business case development including at [REDACTED] where she lead the preliminary ROC business case*



### Larice Stielow

Senior Consultant

*I'm looking forward to working with you further as you develop the ROC program into something that will benefit customers in a truly meaningful way*

#### Overview

Larice is an economist with demonstrated expertise in report writing for government, particularly in preparing business cases to help government seek funding for projects and programs. She has conducted economic analysis of various state and federal government initiatives, and developed evidence based strategy documents. She is also skilled in stakeholder consultation and macroeconomic analysis.

#### Relevant project experience

##### ROC Business Case, [REDACTED]

Larice worked closely with the Sydney Trains project team across the strategic and preliminary stages of developing the ROC Business Case and led the economic analysis workstream.

##### CIP case for funding, [REDACTED]

Larice was engaged to provide policy and funding advice for a number of Sydney Trains' customer information program initiatives. This involved writing several business cases and policy documents for funding and a briefing note to the Minister for Transport on the benefits and expected outcomes of the initiatives.

##### Moore Park Pedestrian and Cyclist Access Route Business Case, [REDACTED]

Larice wrote the business case for funding for a pedestrian and cyclist access bridge over Anzac Parade and dedicated route from Moore Park to Central Station.

##### Master Plan review, [REDACTED]

Larice performed a review of [REDACTED] 2013 master plan for the Department, including assessment of the reliability of traffic forecasts, and the ability of planned infrastructure to accommodate future demand.

#### Rationale for selection for this program

*Larice has significant experience working in the transport sector and brings a depth of capability in developing business cases including working with you on the recent ROC business case*

## People and Change



### Chris Greenwood

Partner

*I've enjoyed the interaction and the challenge from the combined teams and the clear passion to drive what will be a massive change. I'm really looking forward to getting more involved moving forward*

#### Overview

Chris has over 13 years consulting experience working with a broad range of blue chip organisations in Australia, the UK, Europe and the USA. During this time he has worked on and led a wide range of assignments including organisation design and restructuring, change management programs and organisation effectiveness and efficiency reviews.

#### Relevant project experience

*IT restructure, International airline*

Chris led the transformation of the IT function of this major Australian airline. This project involved the establishment of a new operating model and structure along with the transition of over 300 staff to new roles and the implementation of a revised delivery model. This restructure was critical to enabling the delivery of \$45m of cost reductions between FY13 and FY15.

*Media division restructure, National Telco Provider*

Chris developed a new organisation structure for a Digital Media and IPTV business to respond to changing customer consumption of media and the need to reduce costs and re-clarify accountabilities. We also supported the people transition, identifying the changes required in staff capabilities and established a revised governance framework and set of management meetings to enable the new structure. The resulting structure will deliver a 25 per cent reduction in the headcount and cost base over the next 12 months.

#### Rationale for selection for this program

*Chris has significant experience in addressing impacts of large scale transformations on employees*



### Victoria Keesing

Partner

*Changing ways of working and re-distributing operations can be a great challenge. I look forward to sharing my experience to enable your people in driving the change*

#### Overview

Victoria is focussed on helping large organisations achieve the benefits of complex change. In doing so she: helps people master the dynamics of change, prepares leaders to lead for change with accountability, gets results with and through others.

#### Relevant project experience

*Transport Sector*

Victoria led a study for [REDACTED] to determine whether there was a skills crisis in the rail industry and to set a strategy for its management.

*Transport Sector*

Victoria designed and led a review of shift-work for an Aviation Engineering company. This included a review of all operational and health impacts and worked with critical stakeholders to ensure successful implementation. The work was recognised by the international community on shift-work as leading practice. Importantly all measures, operational and personnel moved positively throughout implementation.

*Energy Sector*

Victoria led a review of the workforce planning approach and required capability for an Energy Supplier.

Victoria was the Union Organiser in car industry, steel plants and others, elected member of the [REDACTED] for eight years.

#### Rationale for selection for this program

*Victoria has authority in the field of Industrial Relationship Management and Unions*

## People and Change



### Catia Davim

Director

*I often go home after a long day at work with a smile on my face, because I just love what we are building together and I know that is making a real difference to millions of people out there*

#### Overview

Catia has over 15 years experience working with public and private organisations from the five continents. She is a public speaker in change management issues and advises large iconic Australian companies on how to effectively manage complex change and the interdependencies between programs in order to minimise the impact of change on stakeholder groups and maximise benefits.

#### Relevant project experience

CIP, [REDACTED]

Catia led the Change Management support for the Customer Information program which involved identifying future customer information requirements as part of its ongoing efforts to improve the customer experience, and inform future infrastructure and technology investment decisions.

[REDACTED] (Strategic Reform Program) –

Catia project managed the team that developed the change management strategy and engagement plan and complex transformation program for the [REDACTED]. This transformation program is impacting 90000 people and is producing savings of 20 Billion Australian dollars to the [REDACTED].

#### Rationale for selection for this program

*Catia is PwC's transformation and change lead and brings a vast experience working with large organisations*



### Andrew Mycoe

Senior Manager

*It's been a great experience working with the Sydney Trains team throughout the ROC program feasibility phase and preparing the showcase for the Minister of Transport. I'm really excited to continue on this journey*

#### Overview

Andrew has 10 years experience in supporting clients transform their operations, improve profitability and enhance the customer experience. He has specialist experience in driving large scale complex change programs.

#### Relevant project experience

ROC Business Case, [REDACTED]

Managing PwC's contribution of transformation and change inputs for the preliminary business case, and driving the solution design for the [REDACTED] showcase.

Enterprise Resource Planning, [REDACTED]

Leading two projects supporting the detailed design phase of the ERP program. One project was to conduct a 'preliminary change impact assessment' and the second, to run a series of workshops defining the 'roles and responsibilities' required to support the detailed design.

State wide Rostering Program, [REDACTED]

streams, planning and implementing a large scale complex IT system.

#### Rationale for selection for this program

*Andrew is a Transformation and Change specialist who has worked on the ROC program throughout the feasibility and planning phase*



## People and Change



### Philippe Bland

Senior Manager

*I have thoroughly enjoyed my experience of working alongside your passionate and committed people on the ROC program. I am excited by the prospect of continuing to bring organisation design expertise alongside your intimate business knowledge to deliver a structure that is based in your operational reality and therefore sustainable*

#### Overview

Philippe has worked closely with clients both in Australia and the UK across a number of industries to restructure their organisations, improve their people practices and manage the organisational change implications. Philippe's core expertise lies within large operating model transformation programs.

#### Relevant project experience

##### ROC program, [REDACTED]

Leading PwC's support of the organisation design elements associated with the establishment of the ROC program.

##### Global FMCG organisation: Function re-design as part of an operating model transformation program

Led and managed the organisation redesign implications of a major Finance function transformation encompassing changes to process, systems, culture and overall ways of working.

##### Large state government organisation: Executive function structure review

Managed the structure re-design of a large government function supporting the Executive team to deliver against State Plan targets, government priorities and community expectations.

#### Rationale for selection for this program

*Philippe has significant experience leading OD streams within large scale transformation programs and is currently supporting the ROC program in this capacity*



### Delinda Lau

Manager

*Your transformation journey has been an iconic step in transport history. In my experience of working on large scaled transformation programs, I will bring my passion to help realise the value of people and meaningful ways to bring them along the journey*

#### Overview

Delinda is a people and change specialist and has over six years experience in supporting clients on their cultural change and transformation programs. She has worked with businesses to enhance organisational effectiveness, working closely with multiple stakeholders from senior management to the frontline. She is passionate about coaching people managers to help them engage and motivate their teams.

#### Relevant project experience

##### ROC program, [REDACTED]

Support in the design and planning phase for the Transformation and Change workstream including stakeholder engagement and communications approach.

##### Transformation Program, [REDACTED]

Led the effective feedback loops approach as part of the Change workstream and leading the team to conduct a current state culture assessment in the Services business.

##### High Performing Organisation, [REDACTED]

Led the communications stream as part of the Change and Engagement workstream and transitioned to the Skills and Capability workstream lead to develop the roadmap for leadership development.

#### Rationale for selection for this program

*Delinda has change management experience on large scaled transformation programs*

## People and Change



### Kaisa Watt

Senior Consultant

*I've truly enjoyed being part of this fantastic initiative both professionally and personally for the past eight months. I feel we are one team and I would love to continue seeing the results of our joint efforts coming to life!*

#### Overview

Kaisa has specialised in guiding organisations and its people through change driven by large scale system implementation, cultural transformation and process improvement programs of work for the past seven years. She is experienced in providing practical change management advice for organisations driving to improve customer experience and working with field based workforce.

#### Relevant project experience

*CIP – [REDACTED]*

Acted as a Change Manager since Change Management Strategy creation in August 2013 and currently coordinating change efforts across the program as well as providing hands on change management support to CIP.

*Customer Advocacy Program, [REDACTED]*

Change Management advice across a number of projects established to increase customer advocacy (issues management platform, operating model for credits and rebates, future ways of working).

*Field Workforce Automatisation Program, [REDACTED]*

Change Management stream lead providing full lifecycle change management expertise for a new work order dispatch management solution for field based workforce.

#### Rationale for selection for this program

*Kaisa is a well integrated, experienced team member who has established great relationships within the business*



### Nick Sunderland

Consultant

*I loved seeing a range of staff, from both Customer and Operations, arrive at our ACJP workshop ready to tear each other down and leaving excited about the opportunity to work together and deliver real value to customers. I'm looking forward to using our collaborative way of working to empower staff and improve the consistency of response during incidents*

#### Overview

Nick has experience contributing analysis and support to a range of transformation programs. He has supported both CIP and ROC program activities, in customer centricity, engagement and analytic activities.

#### Relevant project experience

*ROC Business Case*

Nick is currently providing analytic support to various streams of work including organisation design, change management, project management and financial modelling. He works with core data and the ROC program financial model to support the ROC program.

*CIP Alternate Customer Journey Plans*

Engaging stakeholders across the Customer Service and Operations Directorates to design customer centric responses to managing incidents on the network (planning alternate journeys to get customers to their destinations).

*Transformation Program, [REDACTED]*

Nick provided analytic support to Transformation feedback loops and culture surveys, and helped support organisation wide communication and engagement activities.

#### Rationale for selection for this program

*Nick is a consultant with strong Analytic capabilities and stakeholder engagement skills. With the flexibility and experience to support a wide range of program initiatives*



## Analytics



### Alastair Pearson

Partner

*Working with Sydney Trains over the last year has provided some of my most challenging and favourite projects. There is still so much potential to do more, and I would really like to be part of this journey with you*

#### Overview

Alastair is the lead Partner for the Insight Analytics capability in our Consulting practice. The team specialise in identifying, enhancing, and delivering value and insight to our clients through powerful analytics, a problem-solving approach, and innovative thinking. The team work across all industry sectors, whilst Alastair has a particular focus on the government, transport, infrastructure, energy, and property sectors. He has over 19 years' experience including six working in the UK.

#### Relevant project experience

██████████ – CIP - Predicting Incident Restoration Times

Leading PwC's support of the project. To estimate the potential impact on customers and the network of incidents. Better informed customers will be able to use this insight to make journey decisions. ██████████ will be able to use the insight to optimise their operational and maintenance responses to incidents.

██████████ – Train Crew Productivity

Leading a complex project to analyse and identify potential opportunities to optimise the operational schedules of ██████████ and ██████████, resulting in significant cost savings and opportunities for better operational efficiency.

██████████ – Transport Cleaning Services

Leading a project to assess, validate and rebuild TCS's performance payment model used to assess the performance of an external contractor on a large cleaning contract.

#### Rationale for selection for this program

Alastair leads PwC's Insight Analytics practice and has extensive hands on project experience with ██████████ and ██████████



### Kerrie Young

Director

*Working with you to drive insight through advanced analytical techniques has been exciting and rewarding. I enjoy helping you find ways to improve your business and your customers' experience*

#### Overview

Kerrie is a Director in PwC's Consulting practise, specialising in the field of data driven insights. She uses analytics to identify and deliver value and insight to clients through financial modelling, a problem-solving approach, and innovative thinking.

#### Relevant project experience

Policy reform analysis, vehicle registration initiative, ██████████

Led a team to develop the financial assessment model for reconfiguring the current registration charging model. We were able to clearly cost of various reform options for ██████████ and give them the flexibility to change the charging structures related to safety and environmental criteria.

Policy reform analysis, private vehicle conveyance analysis, ██████████

Led a team that developed a financial assessment model that modelled the impact of changing the payments under the current and proposed private vehicle conveyance scheme. This included forecasting expected take up rates and progressively increasing the subsidy over time through annual increases above inflation, the objective of maximising payments to PVC recipients while remaining within the budget for the PVC scheme. Savings achieved from the New Scheme were to be returned to recipients through increases to the per kilometre rate.

#### Rationale for selection for this program

Kerrie has significant experience working in the transport sector and has a depth of capability in financial assessment and analytics

## Analytics



### Scott Albin

Senior Manager

*The Sydney Trains team gave me a warm welcome when I joined the Train Crew Productivity project late last year. I've enjoyed working with the team since – they are driven and eager to make positive change happen*

#### Overview

Scott is a Senior Manager within the Modelling and Analytics team. He brings over six years of experience using analytics and technology to solve complex business problems. He has addressed clients' customer acquisition and retention strategies, product adoption, strategic investment decisions, and operational improvements through the application of simulation modelling, predictive analytics and financial modelling.

#### Relevant project experience

*Train Crew Productivity, [REDACTED]*

Provided methodology guidance in the analysis and validation of crew productivity initiatives, which together represent a \$60 million dollar savings opportunity.

*Train Incident Prediction, [REDACTED]*

Scott is leading the development of the train incident propagation simulation as part of the program's second stage. In this stage Scott will oversee the development a network simulation of trains, customers, and incidents to understand how incident delays propagate and impact customers. The outputs will be used to provide customers with more precise estimates of delays and inform how network operators respond to future incidents.

#### Rationale for selection for this program

*Scott compliments the team with his predictive and simulation analytics expertise*



### Becky Hunt

Manager

*I've loved working with Sydney Trains over the last year. There are many opportunities to leverage Analytics to realise and drive more value, making this journey an exciting one to be on*

#### Overview

Becky is a Manager in the Analytics team with significant experience in detailed data analysis and statistical modelling across the retail and finance sectors. Throughout her career Becky has applied strong quantitative and analytical skills to derive key insights from data. She is adept at undertaking complex analysis in a multitude of software platforms and using a range of visualisation techniques to present findings.

#### Relevant project experience

*[REDACTED] – CIP – Predicting Incident Restoration Times*

Becky led the work to create a predictive model that estimated the time it would take the rail network to return to normal after an incident. These predictions will be used to provide customers with real time information.

*[REDACTED] – Train Crew Productivity*

Leading a complex project to analyse and identify potential opportunities to optimise the operational schedules of [REDACTED] and [REDACTED], resulting in significant cost savings and opportunities for better operational efficiency.

*[REDACTED] – Supply Chain Optimisation*

In a previous role in the Research and Development Team in [REDACTED], Becky was solely responsible for leading the development and implementation of a new promotional forecasting system to Tesco Express stores.

#### Rationale for selection for this program

*Becky has been working with you over the past 12 months and will leverage her skills in analytics to deliver outcomes for this project.*

## Project Management



### Iain Maguire

Partner

*As the lead partner for NSW Government I am committed to ensuring NSW Government departments are enabled by their IT infrastructure so they can deliver the best service to their customers and value for money to the people of New South Wales*

#### Overview

Iain has more than 15 years IT program management, delivery and program assurance experience. Iain works across both NSW Government and the private sector, focusing on complex reform programmes both driving successful execution as well as ensuring robust and fit for purpose technology enablement. Iain will play a key role supporting the Sydney Trains team around the broader technology strategy, vendor engagement and delivery assurance. In addition Iain is the PwC Lead Partner for NSW Government.

#### Relevant project experience

*Process transformation,* [REDACTED]

Advisory services over various transformation programmes, vendor governance, BCP, Security, PCI, DR, Shared Services.

*Program advisory,* [REDACTED]

Program advisory, QA, risk and delivery, vendor Governance, complex outsourcing, benefits realisation.

*Program implementation,* [REDACTED]

Program, applications and implementation advisory and support to the [REDACTED] Rostering program.

#### Rationale for selection for this program

*Ian's role as the lead for [REDACTED], and his deep experience in IT systems and transformation make him an invaluable resource for these programs*



### David Hamilton

Partner

*Deliver complex projects on time and on budget requires a dedicated team, a robust PMO office and a willingness to have the tough conversations*

#### Overview

David specialises in project delivery of large scale business critical programmes and has in-depth experience of the entire project delivery life cycle. David has twenty one years' experience within PwC during which he has focussed on program management/assurance on major business and IT transformations..

#### Relevant project experience

*Finance Systems Integration,* [REDACTED]

Project Director responsible for integrating finance systems and processes of [REDACTED] following their merger.

*Technology Services Management Portfolio Operations,* [REDACTED]

Lead the design, mobilisation and operation of a Portfolio Operations team to manage a Global portfolio covering six Programmes / 50 Projects that are delivering refreshed IT Infrastructure and supporting tools/applications across the bank's global IT operations.

*Design and implementation of executive reporting dashboard,* [REDACTED]

Led project to consolidate information from multiple workstream plans to give a single source of truth for the entire program of work which provided clear visibility of the status of key program milestones and associated dependencies.

*CRM implementation manager,* [REDACTED]

five year secondment to support large CRM implementation program, covering a user community in excess of 2,400 users and is central to the delivery of [REDACTED] strategy.

#### Rationale for selection for this program

*David's experience managing a portfolio of programs will provide the experience required to guide your programs*

## Project Management



**Kevin Sandler**

Director

*Working with the Sydney Trains team from the very start of the CIP/ROC journey has been an incredible experience – filled with hard work, memorable experiences and a great deal of fun. I would be thrilled to continue the journey, and see all our hard work continue to achieve highly tangible improvements for Sydney Trains customers*

**Overview**

Kevin has over 10 years experience in helping clients manage their large and complex change efforts. By working directly as part of these project teams or in a Project Advisory capacity, Kevin has assisted his clients deliver quality solutions on time, to budget and most importantly with the realisation of true benefits for the organisation.

**Relevant project experience**

*CIP, [redacted]*

Providing project management subject matter expertise and detailed working level support on a number of Initiatives within the CIP.

*Rail Operations Centre Program, [redacted]*

Helping to establish the PMO for the ROC program to enable it's effective and efficient delivery. Deploying organisational specific project management tools and methods, complemented with agile delivery principles in order to establish a 'right-sized' PMO infrastructure to support program delivery.

[redacted]

Optimisation of the Heavy Rail Capital Portfolio to meet a specific strategic funding imperative.

[redacted]

Seconded to [redacted] to assist with the establishment and ongoing management of a project office for a key strategic technology project

[redacted]

Development of a Project Management Methodology and Business Case and Benefits Management Methodology rolled out across

[redacted]

**Rationale for selection for this program**

*Kevin brings a sound understanding of the [redacted] program environment and continuity of delivery across both the CIP and ROC program*



**Anita Wu**

Consultant

*I have really enjoyed waking up and going into work every day at Sydney Trains, knowing that I am surrounded by passionate people wanting to make a difference to our transport system. It has been inspirational and motivating to sit side-by-side with them to transform the way we engage with customers*

**Overview**

Anita leverages her experience as a Project Manager of large-scale international IT systems deployments to support clients transform the way they work. She has a particular interest in societal impact, and is extremely passionate about contributing to a quality public transport system that can anchor and shape communities and cities.

**Relevant project experience**

*ROC program, Design and Planning Phase, [redacted]*

Central current program team member supporting the Program Leadership to ramp up the Design and Planning Phase of the ROC program.

*CIP, [redacted]*

Successfully delivered two customer information initiatives to [redacted] enabling the Executive team and Customer Service Directorate to better understand the information needs of their customers on stations, and the feasibility of delivering real time train information via multiple channels.

*ERP Program, [redacted]*

Operated PwC's support to set up the Program Management Office for the Design Phase and facilitated the accelerated ramp-up of the project and program team. Additionally, supported the successful transition of the program from Design to Implementation Phase of the project.

**Rationale for selection for this program**

*Anita can leverage her experience and insights into [redacted] Customer Experience to build an effective Program management framework for the ROC program*

## Project Management



### Rob Dunderdale

Manager

*I'm currently on secondment from the UK firm and feel excited and privileged to be part of such a great program which will have a positive impact on the daily lives of many customers*

#### Overview

Rob is experienced in working on complex programs and portfolios, particularly in devising and rolling out bespoke program management tools to support successful delivery. He has built up significant experience in setting up and running PMOs, with a particular focus on planning, reporting, risk management, and engagement and contract management.

#### Relevant project experience

*ROC Business Case, [REDACTED]*

Initial PMO set-up for the ROC program including program governance, integrated reporting, scheduling and risk, issue and opportunity management.

*The Girls' Education Challenge, [REDACTED]*

Deputy program manager for a £22m challenge Fund aimed at improving the education prospects of girls in developing countries. The main duties included budget and contract management, program reporting, risk management and program scheduling across 22 developing countries.

*Performance Improvement PMO, [REDACTED] (in administration), UK*

PMO set up for a variety of programs all aimed at streamlining the banks infrastructure in readiness for closure.

#### Rationale for selection for this program

*Rob sits in PwC's Projects team with over six years' experience in PMO*

## Process and Planning



### Adam Goulcher

Partner – Transport Planning and Strategy

*I'm looking forward to using my expertise to support you on this journey*

#### Overview

Adam has over 25 years experience in transport including at senior levels with London Underground, London Transport and the Greater Manchester Transport Authority. He has extensive experience in network, service and revenue development, strategy, planning and marketing and extensive consulting experience in Australia.

#### Relevant project experience

*Design of customer experience function, [REDACTED]*

Led the design of customer experience function, development of Customer Scorecard, Railcorp reform program customer workstream and revenue strategy options ([REDACTED]).

*Policy for peak crowding, [REDACTED]*

Lead review of weekend and night services and peak crowding policy options for Victoria.

*Director of Strategy, [REDACTED]*

director of Strategy leading bus strategy, travel behaviour change, fares and ticketing and key elements of the road congestion charging program.

*Strategic Planning, [REDACTED]*

Board member for planning and marketing responsible for strategy and plans focussing on customer satisfaction and value for money.

*Transport planning, [REDACTED]*

Developed and implemented public transport service and marketing plans (incl. fares/ticketing).

#### Rationale for selection for this program

*Adam has extensive experience in the transport space, both in Australia and abroad*



### Alan Downton

Senior Manager

*This is a really exciting time to be working with Sydney trains. To be part of your journey towards a customer-centric organisation would be very special*

#### Overview

Alan has over 20 years experience in the rail sector both in the public and private sector. He has wide experience of improving customer outcomes through operational performance improvement. He has worked on a number of railway upgrades in Western Europe, with his focus being on maximising customer value through prioritised investment choices, exploitation of new technology, operational change and the use of appropriate performance measures.

#### Relevant project experience

[REDACTED] Worked on [REDACTED] Operational Reform Program, Train Crew Productivity project, examining the level and deployment of on-the-day operational contingency in the form of standby and relief crews.

Worked on network and line upgrades including, [REDACTED]

Advised [REDACTED] on the Rail Services Contract and Network Rail on client-side activities of their Traffic Management program.

Developed and introduced the Lost Customer Hours system, estimate the impacts to the customer of different types of service disruptions. Developed infrastructure capability models and to specify the renewal and upgrade of assets. The two regimes were used to define contractual financial performance incentives for the [REDACTED] PPP.

#### Rationale for selection for this program

*Alan brings considerable knowledge and experience of railway operations and technology upgrades from overseas*



## Process and Planning



### Sammy Bhatia

Senior Manager

*I am acutely aware of real-world constraints and have worked as a Program Director delivering IT and lean six sigma business process change projects both within government and private sectors*

#### Overview

Sammy has over 10 years experience in customer experience transformation, lean six sigma and commercial management. He has specialist experience in sales and service function optimisation with focus on contact centres, work force management and process re-design.

#### Relevant project experience

##### Field Workforce Optimisation, Service Stream

Leading a cross-division program to implement a new Tick of Work scheduling system, CRM and integrated business intelligence reporting platform for the field based workforce to be NBN-ready.

##### Channel Strategy, Synergy

Leading PwC's support of the sales and service channel strategy development across contact centres, digital and relationship managed customer interactions.

##### Target Operating Model, [REDACTED]

Leading the service work stream of PwC's support in development of a new Target Operating Model including re-design of organisation structure and contact centre governance model.

#### Rationale for selection for this program

*Sammy is a six sigma specialist with focus on service delivery transformation*

## Digital and Technology



### Nick Spooner

Partner

*I am passionate about giving customers the best digital solutions to suit their lifestyle. With public transport being such a key element of people's daily life I see this as an exciting opportunity to make a difference to the people of NSW*

#### Overview

Nick is a seasoned digital leader, whose experience spans across some of Australia's most iconic businesses including Singtel Optus, ninemsn, Network Ten and Salmat Digital.

Nick's hands on experience leading and operating businesses from strategy through to operation, afford Nick a strong understanding of what is required for business transformation and operation in a digital world.

Having held a number of executive roles with some of Australia's leading businesses, Nick has a wealth of commercial experience in leading and running digital enterprises.

With close to 20 years within the digital industry, Nick's experience spans across a range of disciplines including commercial sales, marketing, product, operations, technology and program delivery across consulting, telecommunications, media and marketing services.

#### Relevant project experience

Nick is PwC's Digital Strategy and Solutions National Leader overseeing digital strategy, CX/UX and technology practices.

Nick has led numerous projects from strategy through to execution across government, health, utility, telco, media and consumer sectors.

#### Rationale for selection for this program

*Nick is PwC's Digital Solutions Leader overseeing PwC's digital strategy, CX/UX and technology practices*



### Brenton Worley

Director

*I have loved the challenge of building and implementing TCDC and look forward to seeing it make real changes within Sydney Trains*

#### Overview

Brenton is a Director in PwC's Digital Change team. He has over 13 years experience delivering enterprise integration solutions and has been a thought leader in Mobility and Agile Software development for the last four years. Brenton has worked with many of Australia's leading companies to provide architectural guidance on software development. More recently this work has focussed on the best practice architectures to support multichannel access to enterprise systems with a specific emphasis on mobility.

#### Relevant project experience

*Train Control Decision Capture Tool, [REDACTED]*

Brenton is the Engagement Lead for the TCDC project, overseeing the architectural direction and laying the foundations for a successful team, and engagement approach.

#### Plumbing retailer

Assisted Australia's leading Plumbing Retailer to define, scope and design an end-to-end mobile delivery management system. Then led the implementation team to deliver this solution which has been rolled out across 400 delivery centres and > 800 drivers.

#### Rationale for selection for this program

*Brenton is the Engagement Lead for the Train Controllers Decision Capture Tool and brings program continuity*



## Digital and Technology



### Liam Forde

Senior Manager

*I've loved working with Train Controllers to help bring better information to customers and improve their daily working environment*

#### Overview

Liam is a Senior Manager in PwC's Digital Change team. He has a strong technical background with a computer science degree and more than 10 years' experience as an integration architect working with integration technologies such as TIBCO, Websphere, Webmethods and Seebeyond. Liam is completing a master in business and technology (MBT) at UNSW and has more recently moved into the field of project management where he enjoys delivering company strategy through projects and is able to apply his technical skills together with his organisation, communication and business skills to provide value to his clients.

#### Relevant project experience

*Train Control Decision Capture Tool, [REDACTED]*

Liam is the project manager for the [REDACTED] project, leading the team to deliver a web based iPad App to improve the communication of train timetable changes to customers as well as to internal operational stakeholders.

#### Rationale for selection for this program

*Liam is currently delivering the Train Controllers Decision Capture Tool and will bring program continuity*



### Rob Vine

Senior Manager

*Involvement in the ROC program from inception was exciting and I understand the potential impact that technology can deliver for rail customers and operations in NSW. A great vision and I look forward to working with you again to turn this into reality.*

#### Overview

Rob has over 16 years successful experience in IT infrastructure and service delivery and is a qualified ITIL practitioner. Rob has deep experience in supporting clients to get the best out of their IT portfolio across operational, transformation and change delivery initiatives.

#### Relevant project experience

*ROC Business Case, [REDACTED]*

Technology advisory as a lead member of the strategy and architecture team to define scope, requirements, market engagement strategy and project management of the technology stream plan to deliver technology input into the Preliminary business case.

*IT contestability target operating model, [REDACTED]*

Leading PwC's technology team in designing the target operating model plan and developing the IT strategy and roadmap to deliver and enable IT contestability for the Health Services Information Agency.

*ERP Program IT baseline and software license discovery, [REDACTED]*

ERP/EAM IT resource baseline and software discovery.

#### Rationale for selection for this program

*Rob played a key role in the ROC program technology stream in creating the preliminary business case and market engagement technology*

## Digital and Technology



### Mathew Havilah

Manager

*Driving TCDC has been a great technical challenge, one that I have relished*

#### Overview

Matthew is a manager in PwC's Digital Change team. He has over 18 years of development experience delivering bespoke solutions for customers in a number of industries. His passion is to strive for innovative and effective business solutions whilst fostering dynamic and cohesive teams.

#### Relevant project experience

*Train Control Decision Capture Tool, [REDACTED]*

Matt has been involved with [REDACTED] since November and has led the development team for the majority of that time. The [REDACTED] solution that has been delivered is in large parts thanks to Matt's dedication in delivering quality solutions.

*Insurance e-Brokering Platform, [REDACTED]*

Matt Implemented an Agri-Insurance brokering platform web views and technology components and contributed to continuous improvement of development, test and release processes, utilising a SCRUM-based process.

#### Rationale for selection for this program

*Matt is the lead developer for the Train Controllers Decision Capture Tool*



### Rob Williams

Senior Consultant

*Designing something that is simple and easy to use has been a great challenge. I look forward to helping deliver better information to customers*

#### Overview

Robert has vast experience implementing and leading UX and Visual Design practices across multiscreen digital platforms, enabling visual and customer centred functionality within a broad range of clientele, from telecommunications to boutique advertising, banking app specialists and gaming. Robert has worked in numerous Agile teams, managed creative designers, and brings a wealth of knowledge to PwC by custom moulding a UX Design process to suit best practice scenarios.

#### Relevant project experience

*Train Control Decision Capture Tool, [REDACTED]*

Robert is the Senior UX Designer for the [REDACTED] project, deeply engaging with stakeholders and customers solving visual design and interaction aspects to deliver a web based iPad App to improve the communication of train timetable changes to customers as well as to internal operational stakeholders.

#### Rationale for selection for this program

*Robert is the UX Design lead for the Train Controllers Decision Capture Tool and brings program continuity*

## Digital and Technology



### Fazlan Sabar

Consultant

*I look forward to seeing TCDC transform the way people work at Sydney Trains*

#### Overview

An accomplished Software Engineer with over four years consulting experience specialising in the areas of object orientation and the application of software patterns and principles, coupled with solid technical skills in both .Net and Java/J2EE and the ability to swiftly adjust to heterogeneous environments. Fazlan is a self-driven consultant with a strong blend of written, communication and problem solving skills and a 'can-do' attitude.

#### Relevant project experience

*Train Control Decision Capture Tool, [REDACTED]*

Fazlan has been involved with [REDACTED] since January and has been a key member of the team since his arrival. Fazlan has been able to apply his knowledge and skill to provide immediate value to the [REDACTED] project.

#### Rationale for selection for this program

*Fazlan is currently delivering the Train Controllers Decision Capture Tool.*



### Ian Rohde

Consultant

*A key component of being satisfied at work is having the right tools to do your job; I see my role in provisioning hardware as being critical to this*

#### Overview

Ian has 12 years of experience developing and supporting solutions primarily within the Australian utilities market. Currently he is responsible for infrastructure and application support across a number of clients as well as internal to the development teams.

#### Relevant project experience

*Train Control Decision Capture Tool, [REDACTED]*

Ian has been involved with [REDACTED] since November having been responsible for provisioning hardware required by the project team across all environments.

#### Rationale for selection for this program

*Ian is currently responsible for provisioning hardware for the Train Controllers Decision Capture Tool*

## Digital and Technology



### Lucy Walker

Senior Consultant

*Building relationships within your business to help understand what will improve your people's experience and meet the needs of customers has been a fantastic journey. I Look forward to finding a solution that is simple to implement and delivers real value to customers.*

#### Overview

Lucy is a Senior Consultant in PwC's Digital Change team. Her diverse consulting career spans Europe and Africa where she worked for a global security provider as a political risk consultant and more recently for a leading executive search firm, advising on the board-level talent and leadership strategies of FTSE 100 companies. Since joining PwC she has worked across multiple service lines including digital strategy consulting and agile software delivery implementation.

#### Relevant project experience

*Train Control Decision Capture Tool, [REDACTED]*

Lucy is lead Business Analyst on the [REDACTED] project, managing and driving the requirements of a web based iPad App to improve the communication of train timetable changes to customers as well as to internal operational stakeholders.

*Real Time Trains Information, [REDACTED]*

Lucy helped organise and facilitate the "App Hot House" – an open innovation and co-creation event Connected third-party software developers to government transport data to produce six mobile apps communicating.

#### Rationale for selection for this program

*Lucy is currently delivering the Train Controllers Decision Capture Tool and will bring program continuity*



### Amit Dor-Shiffer

Senior Consultant

*I am excited to continue to support your SPI project with and build the proof of concept. I see it delivering real value to customers.*

#### Overview

Amit is a Senior Consultant in PwC's Digital Change team. He has vast experience in software deployment, systems architecture, systems management and developing applications in Linux and Unix environments.

#### Relevant project experience

*[REDACTED] – Station Passenger Information, proof of concept*

Amit is currently working at [REDACTED] on the proof of concept for SPI. He is applying leading the development efforts ensuring alignment with existing technology resources within [REDACTED] and deploying an agile approach to software development.

#### Rationale for selection for this program

*Amit is currently delivering the SPI proof of concept and provides relevant expertise and continuity for CIP.*

## Facilitation



### Alex Klat-Smith

Director

*Sydney Trains is leading the way across NSW Government in embracing new and innovative ways of working. I am proud to have been part of that journey and I'm excited about the opportunity to work alongside you to*

#### Overview

Alex brings over 14 years experience in the design and delivery of collaborative working and transformation engagements. Alex has built and led collaborative design spaces with major government and corporate clients in the UK and Australia and leads The Difference's Hub practice.

#### Relevant project experience

##### Customer Central, Sydney

Facilitator and QA for on-site Hub team. Led key collaborative design sessions with former RailCorp executives and program leads.

##### Hub

Lead Facilitator for Design Forums with top 120 leaders, roadshows with top 100 by business/state, Facilitator and QA at Hub.

##### Hub

Lead Facilitator and Hub Manager for an on-site design centre at Hub supporting a range of strategic, customer experience and operational programs.

##### Collaboration Centre, Hub

Built and led a design centre to enable the transformation of the Tax Agency's multi-billion pound outsourced IT function, involving the design of complex, multi-system/vendor programs, including IT system/program design, and Agile Software Development.

#### Rationale for selection for this program

*Alex leads PwC's The Difference Hub services practice and brings program continuity to Customer Central*



### Chris Hara

Senior Manager

*I'm looking forward to contribute to the great changes I have already experienced in Public Transport. I love using the travel apps and am eager to collectively create other ideas to make traveling a better experience*

#### Overview

Chris Hara is a Solution Designer from the difference and has worked on over 100 different collaborative engagements across Australia, Asia, India and the US. Chris has worked on several long-term engagements and brings in specific expertise on complex large scale programs of work with Optus, Telstra and Qantas.

#### Relevant project experience

##### Capability Hub, Hub

Ongoing design and delivery of collaborative working sessions at Hub's dedicated on-site capability. Sessions were across business units and focussed on themes of strategic alignment, KPI alignment, strategy development, cultural development and helping Hub develop proposals for big bids.

##### Capability Hub, Hub

Onsite facility with the purpose of delivering of sessions on demand to accelerate and align the Core Banking Modernisation Program.

##### Project Hub, Hub

Onsite facility to drive change in the Wealth division and build a high performing culture. The project hub integrated several streams of work over a 12 week period.

#### Rationale for selection for this program

*Chris will bring critical design and facilitation capability to Sydney Trains and an immense amount of experience in running Hubs*

## Facilitation



### Lucas Smith

Manager

*I have thoroughly enjoyed working with your teams and within Customer Central. A challenging and rewarding program that I look forward to continuing being involved in*

#### Overview

Lucas specialises in the development and delivery of transformational program hubs and will be instrumental to facilitating the scoping, designing and delivery of the events in Customer Central.

#### Relevant project experience

*Customer Central, [REDACTED]*

Responsible for the facilitation and program delivery and coordination in conjunction with the Hub Manager. Designed and delivered programs of work across [REDACTED] key strategic programs and projects. Key programs included both CIP and ROC.

*Transformation Hub, [REDACTED]*

Key involvement in the development of a six month transformation program hub. Co-designed, facilitated and delivered a range of Design Forums and Design Sessions to accelerate, de-risk and enable collaboration across the organisation.

#### Rationale for selection for this program

*Lucas is a specialist in the development and delivery of program hubs*



### Dean Said

Manager

*Working with your teams over the past nine months through Customer Central has been a fantastic experience. I look forward to the opportunity to realising the potential of your people and the organisational as a whole as we take it to the next level*

#### Overview

Dean specialises in designing and facilitating multi stakeholder workshops and programs to solve complex business issues utilising unique collaborative processes to create innovative and accelerated results

#### Relevant project experience

*Customer Central Agile Hub, [REDACTED]*

Dean has most recently been involved in the agile acceleration hub, designing and facilitating tactical design sessions to align stakeholders, generate ownership and de-risk the programs of work.

*Enterprise Asset Management Strategy, [REDACTED]*

Designed and ran a two day design forum for 50 people to understand and align around the Transport EAM strategy. Roles, responsibilities and a clear action plan moving forward was defined to put the strategy into action.

*Sydney Buses, [REDACTED]*

Designed and ran a one day session for 40 people to take the recently developed bus customer value proposition and create an action plan with owners. An additional key outcome was alignment, across the cluster as to what customers want.

#### Rationale for selection for this program

*Dean brings critical design and facilitation capability to ensure integration and acceleration, as well as program continuity*



**Appendix 9.5 – Proposal**

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(Refer to next page)



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# *Workshop facilitation & consulting support services*

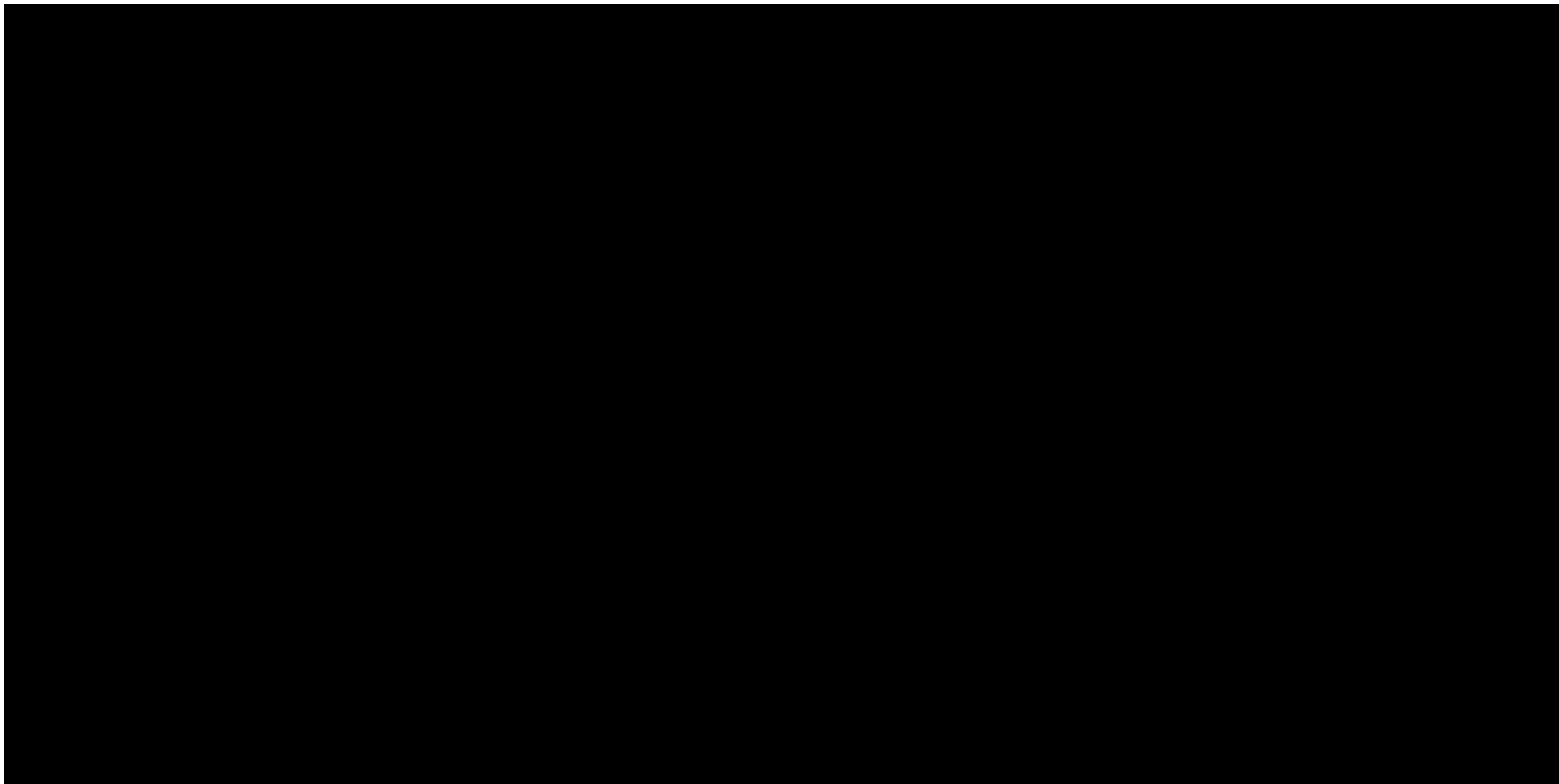
*PwC Proposal  
RFP WS176440  
March 2014*





Sydney Trains' Procurement Support Services  
procurement@transport.nsw.gov.au  
Sydney Trains New South Wales  
Level 20, 477 Pitt Street, Sydney NSW 2000

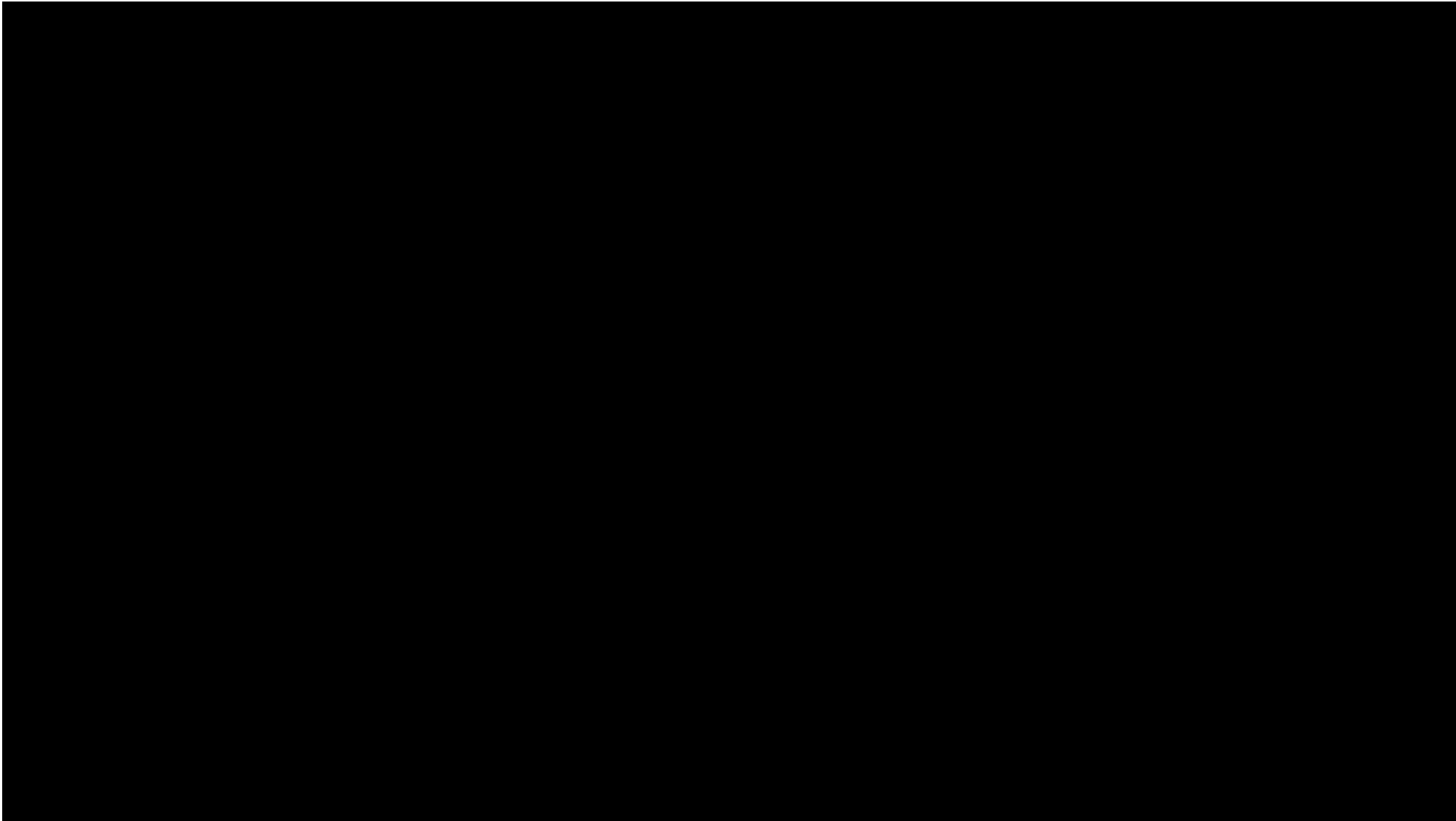
*Private and confidential*



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# *Contents*

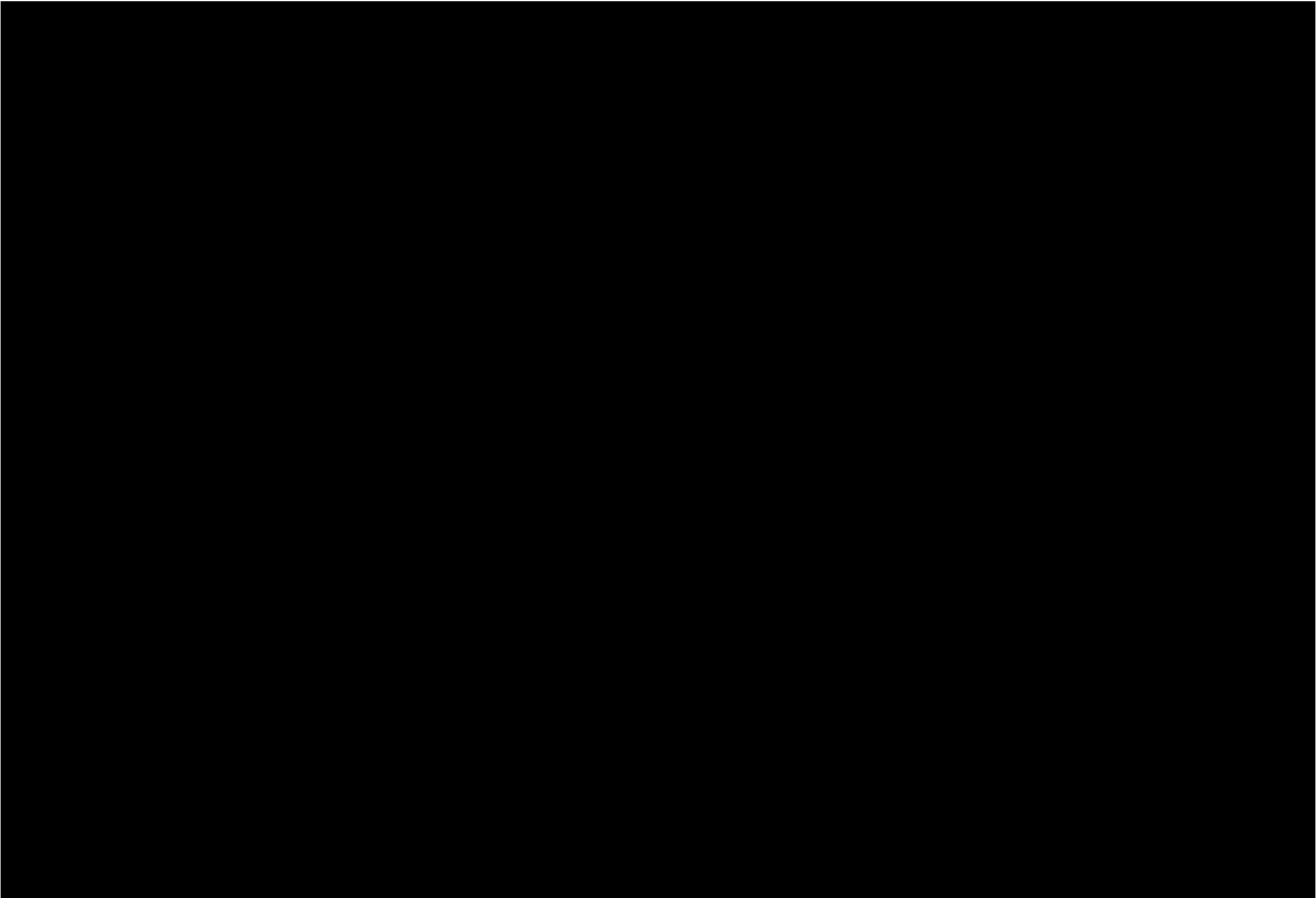






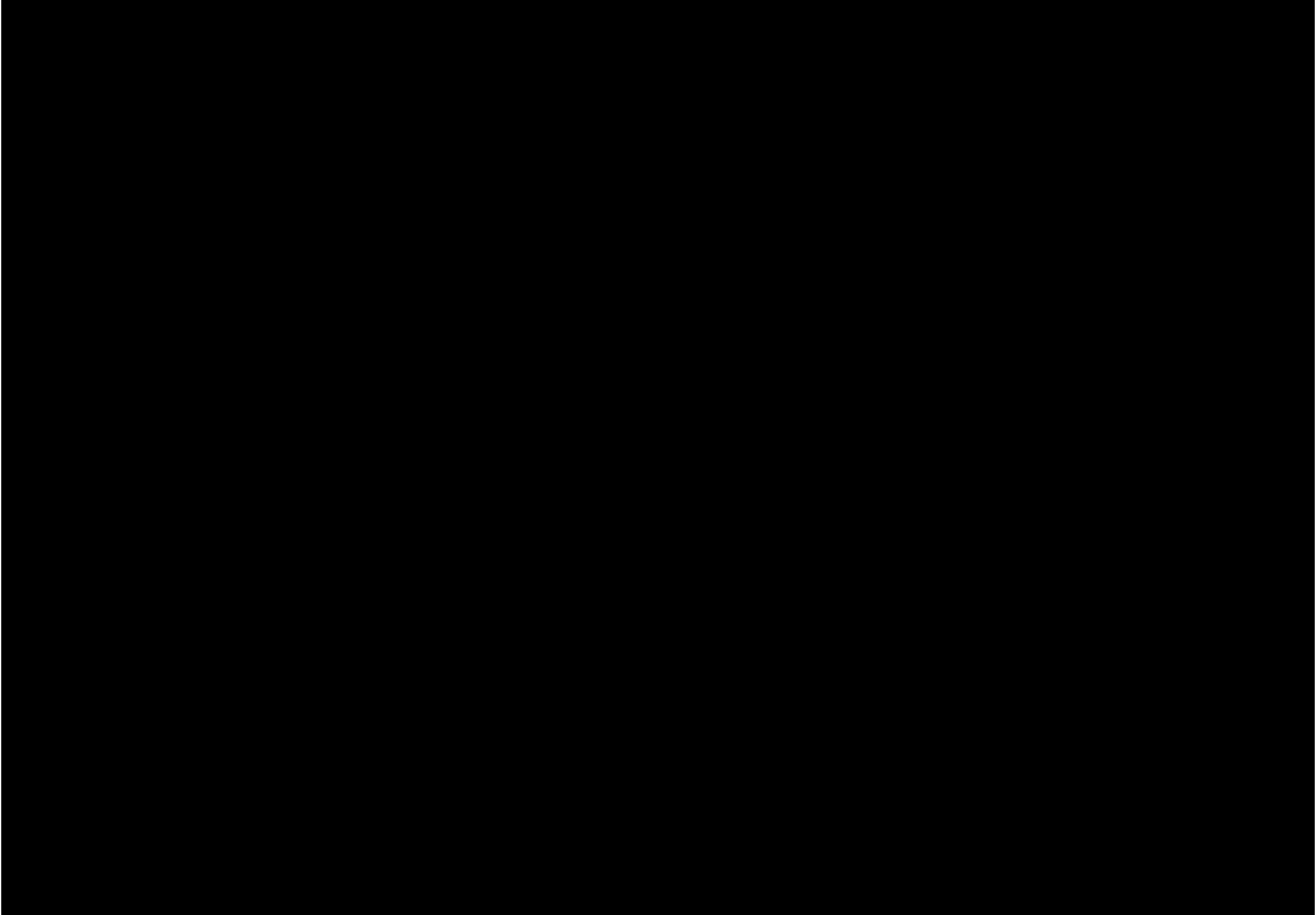










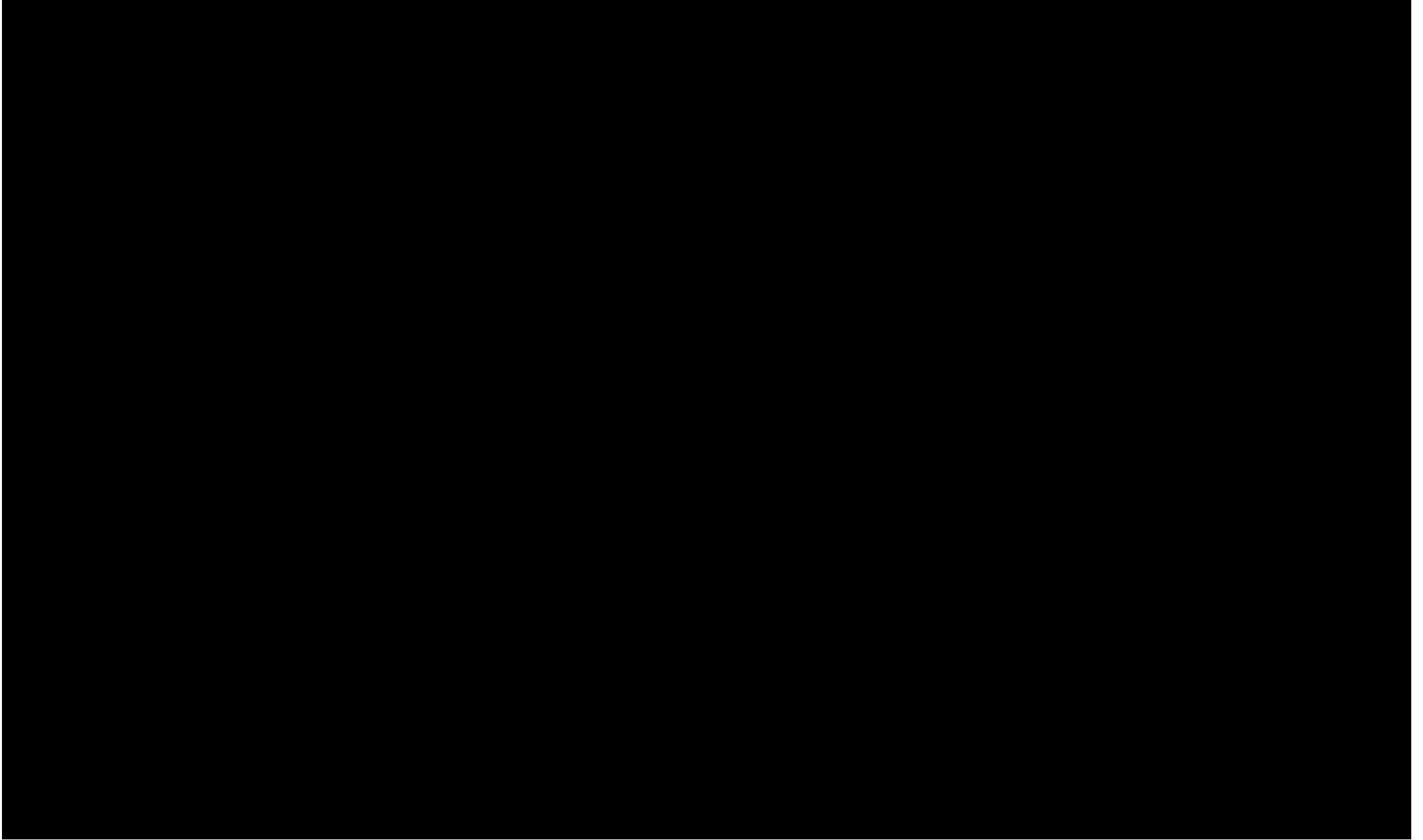






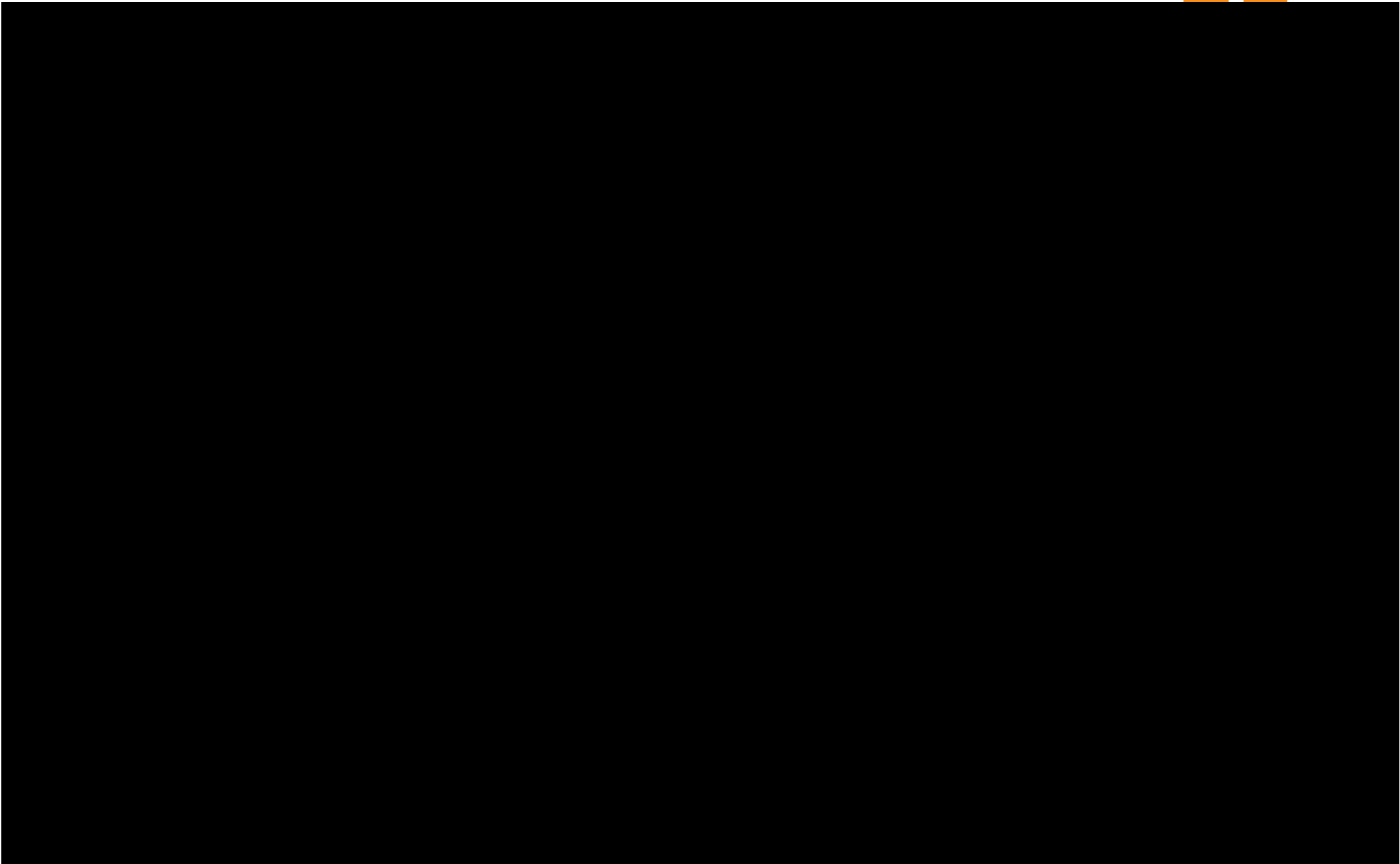


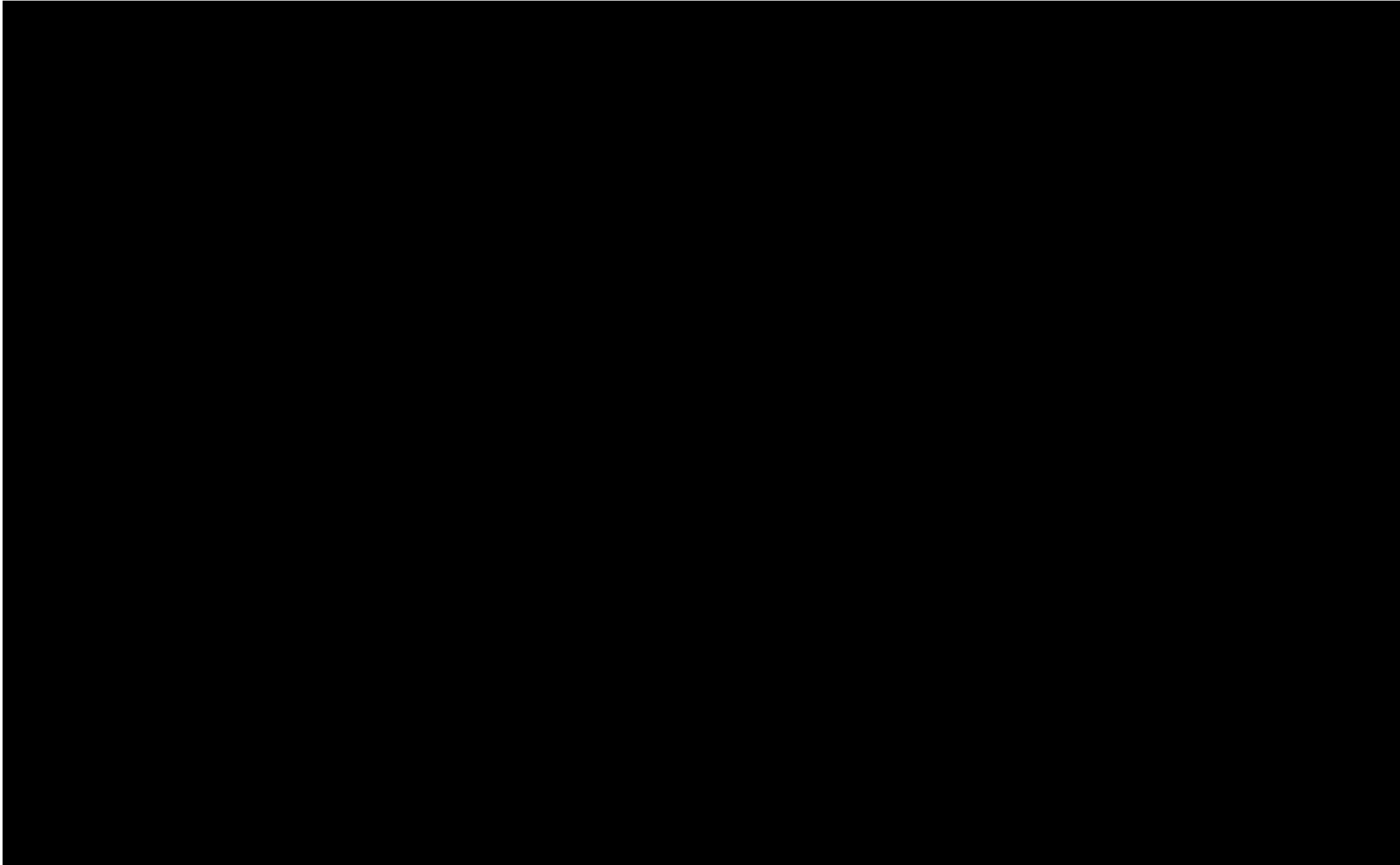








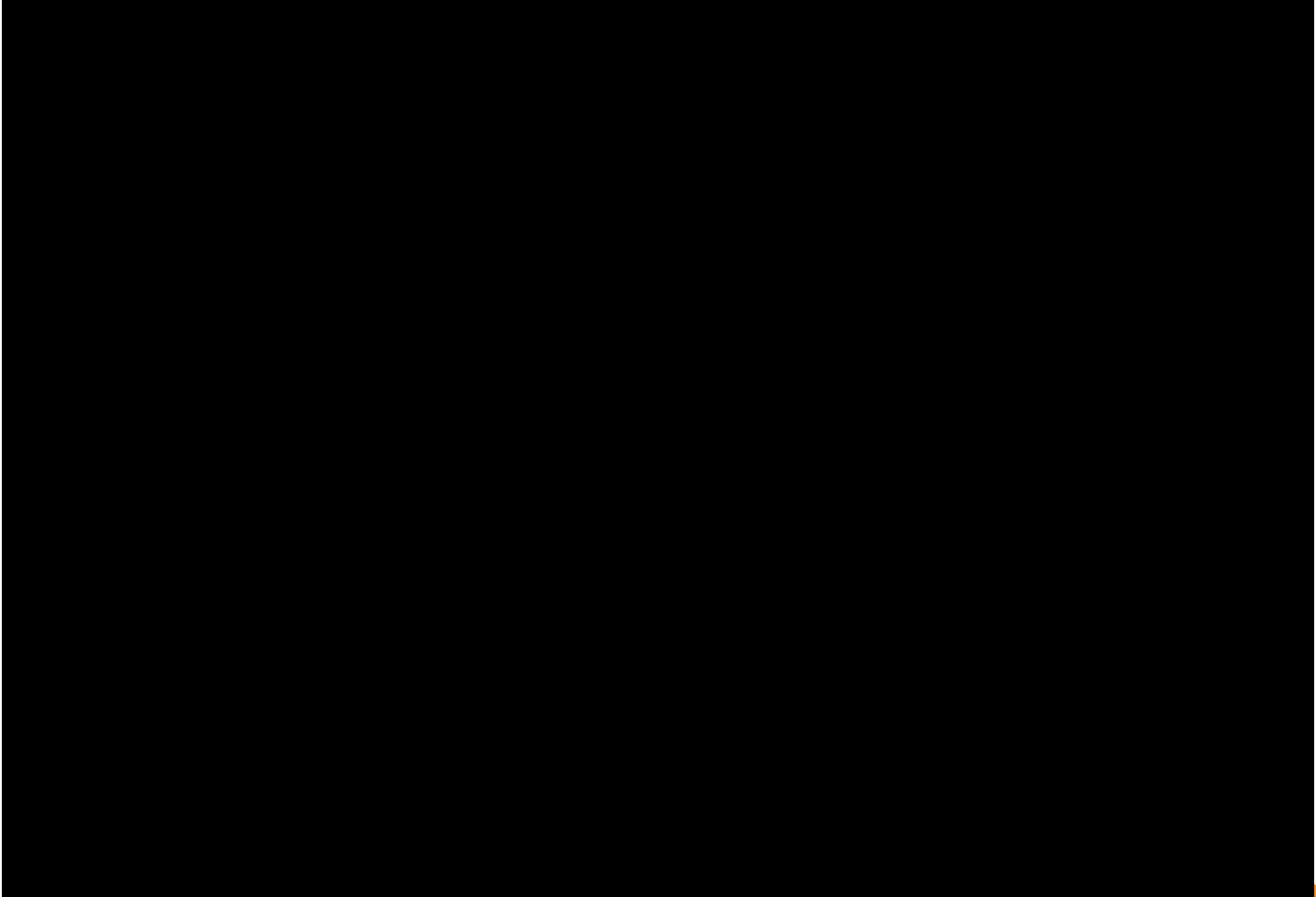




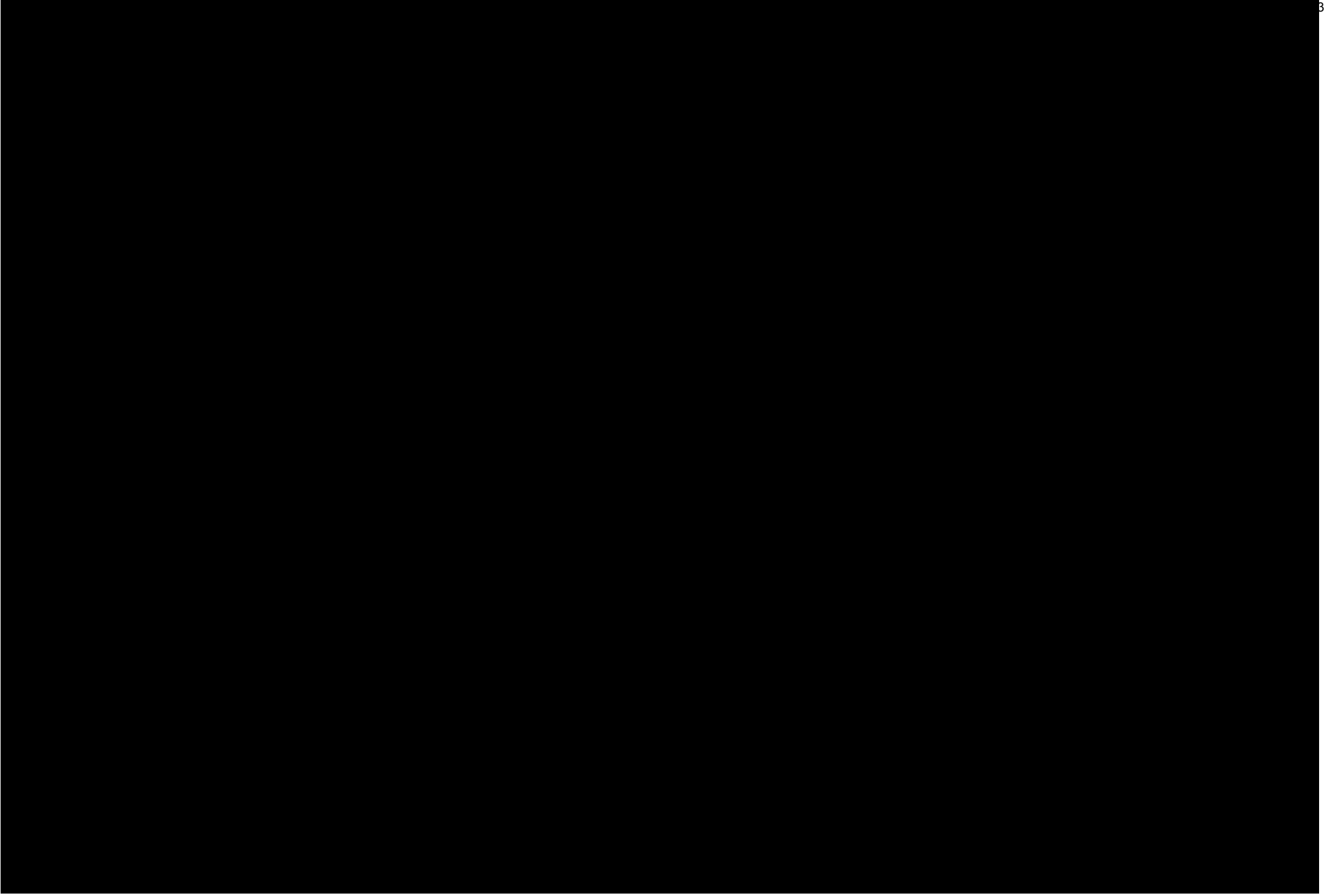




































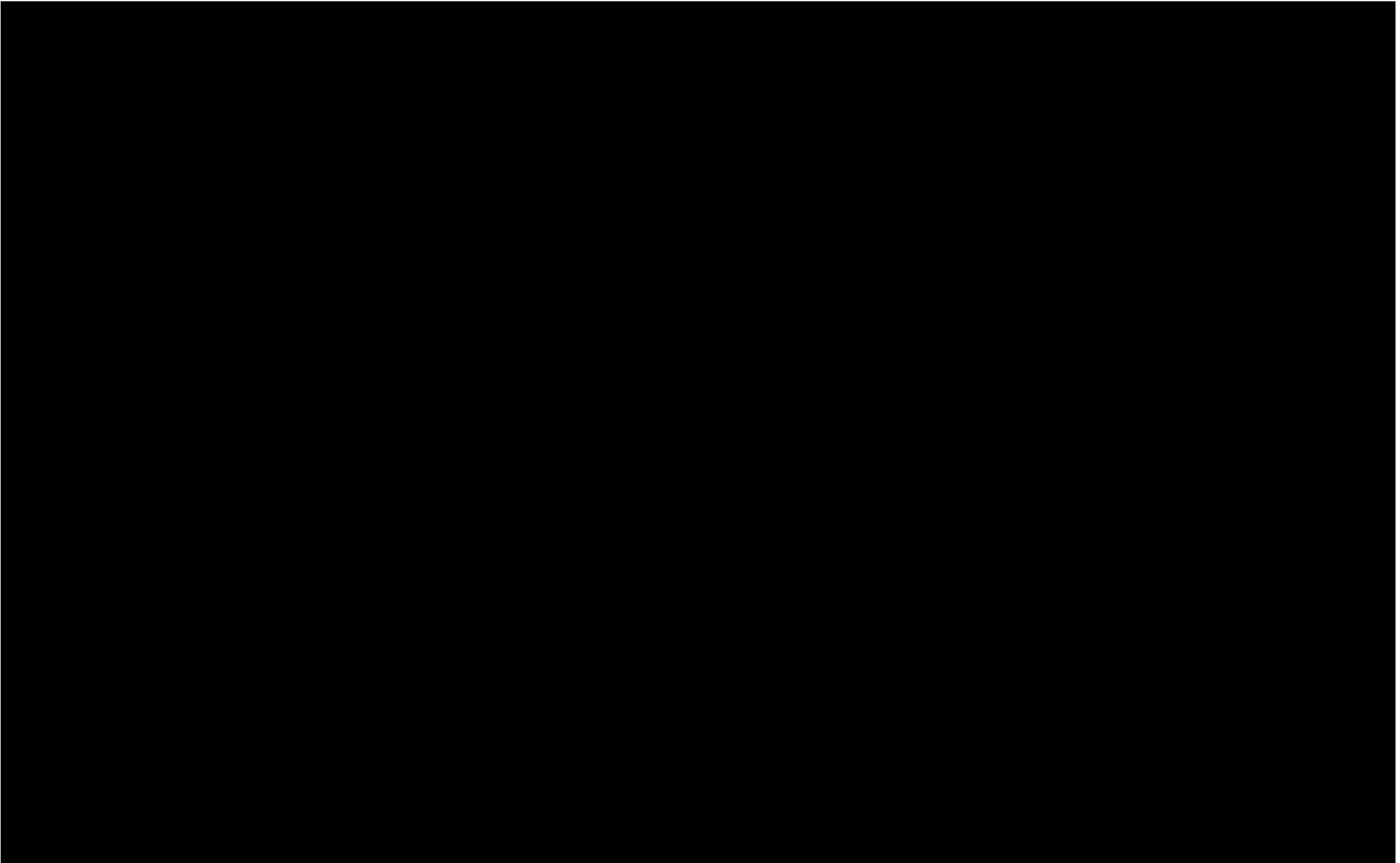








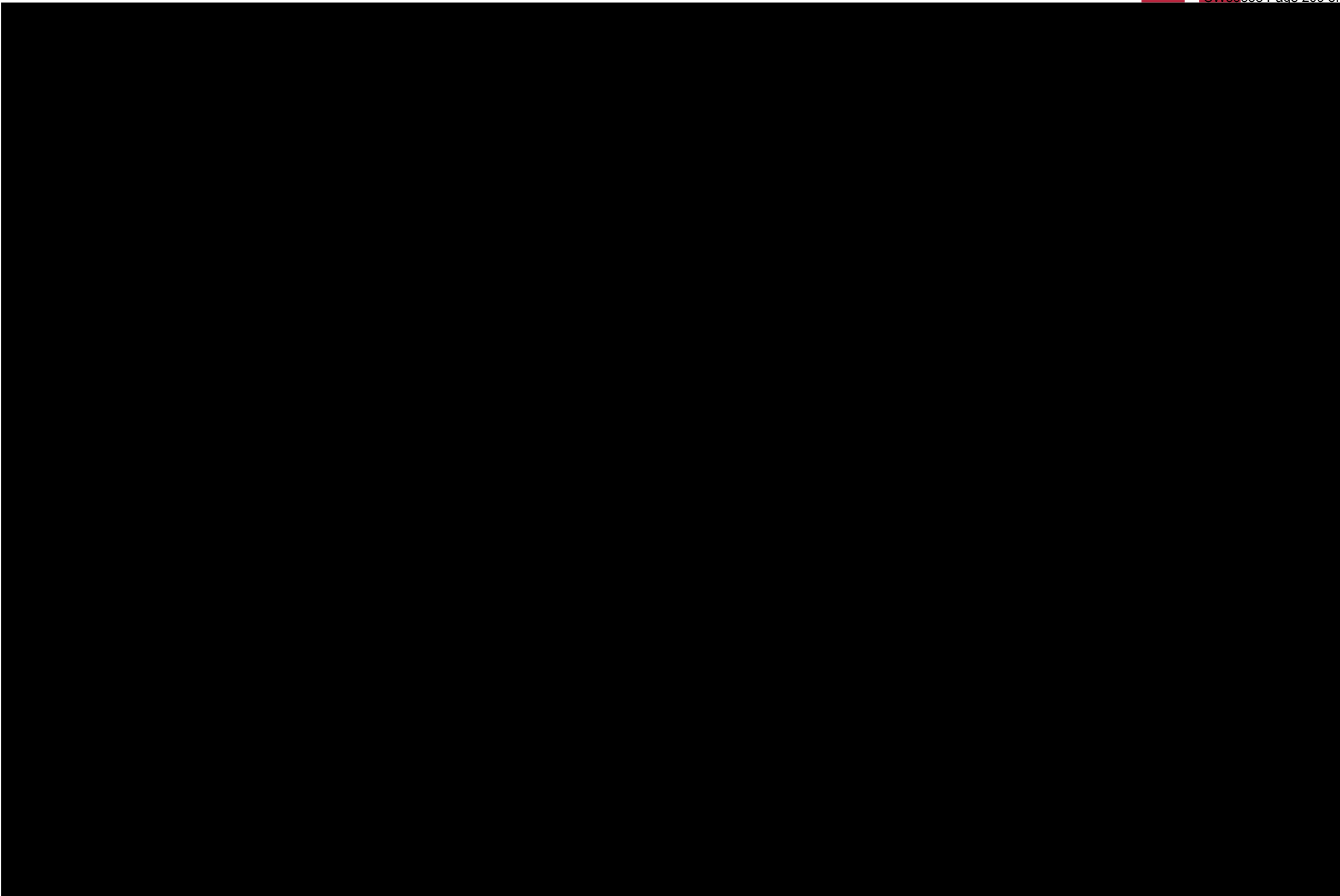




























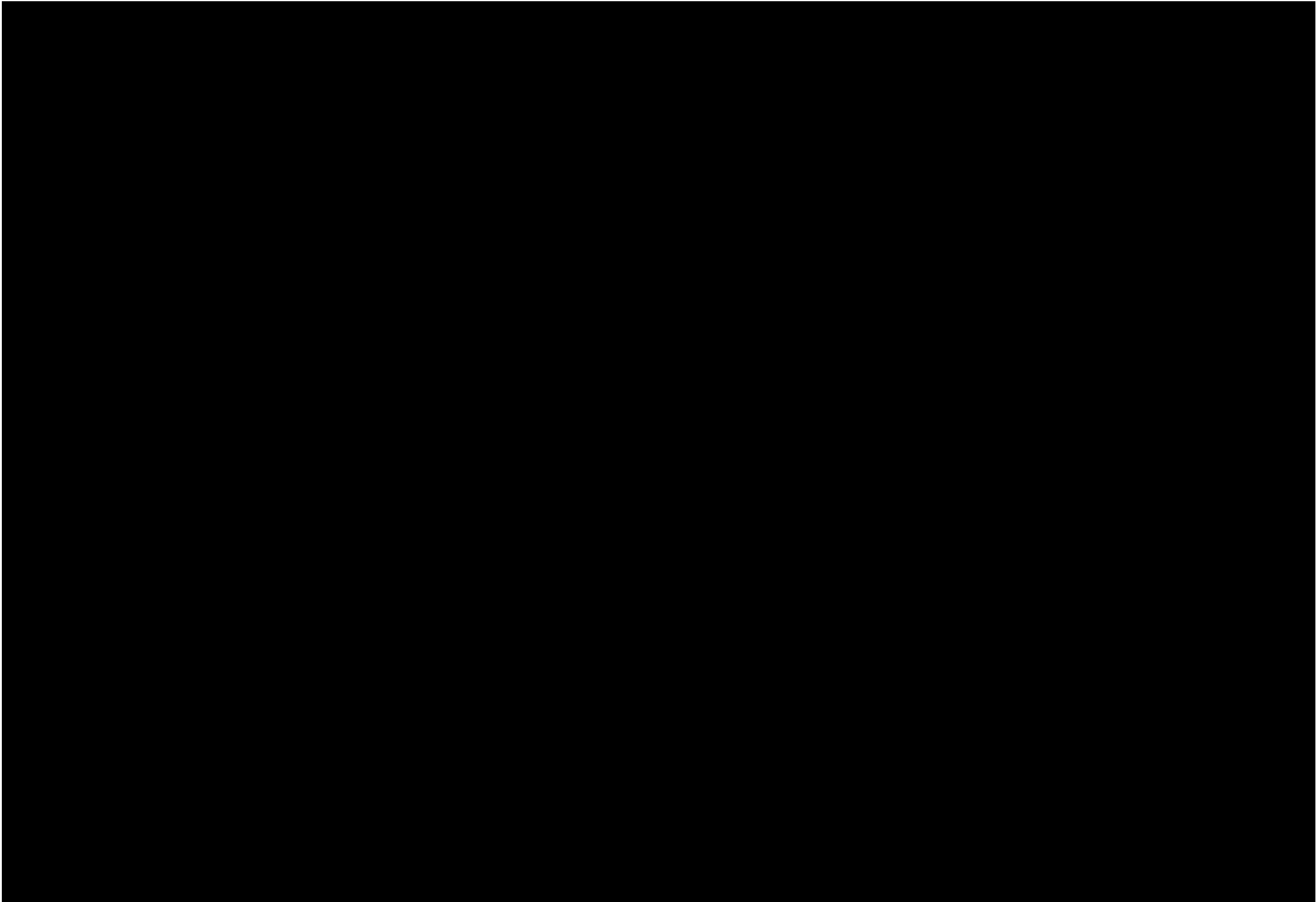




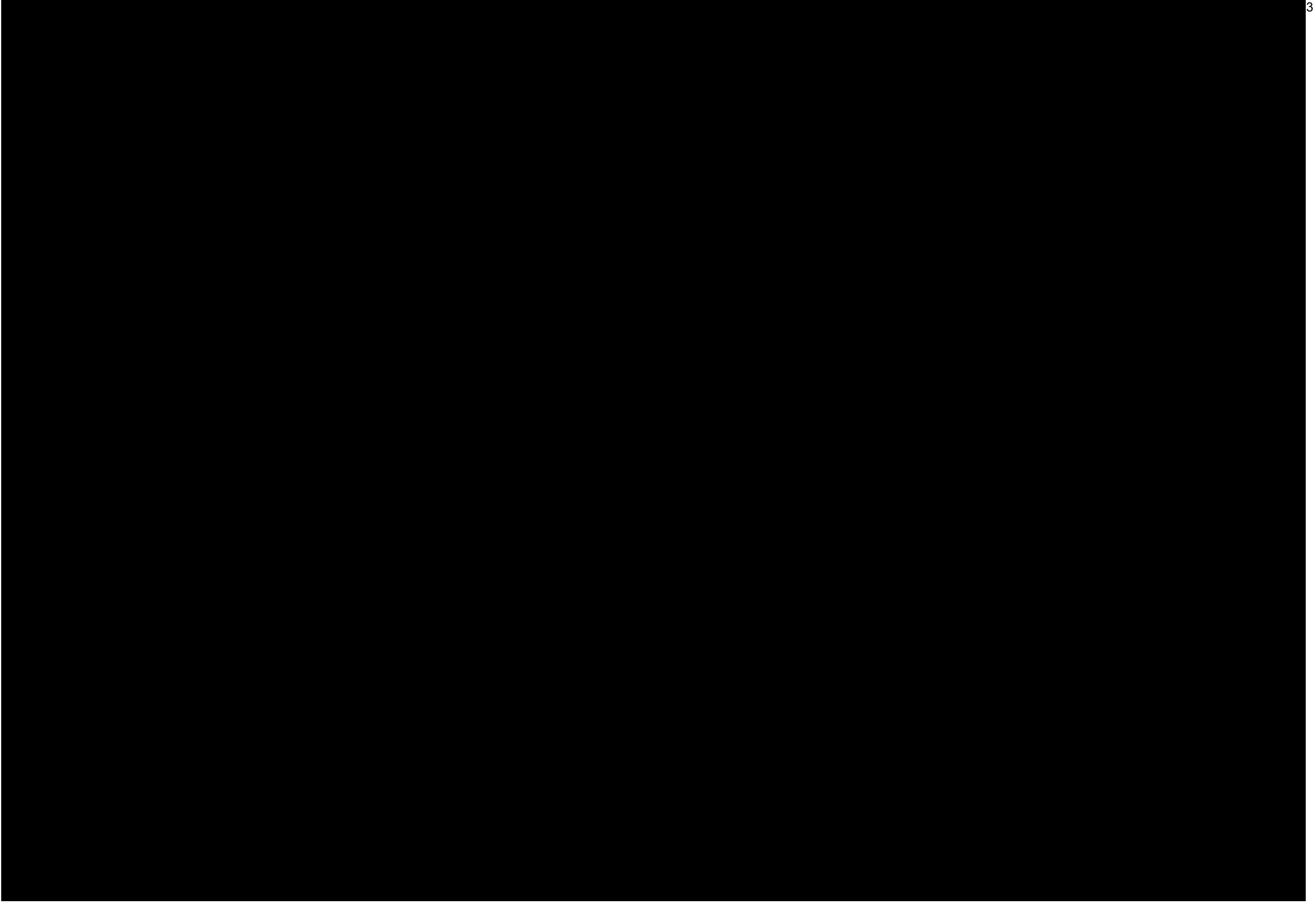


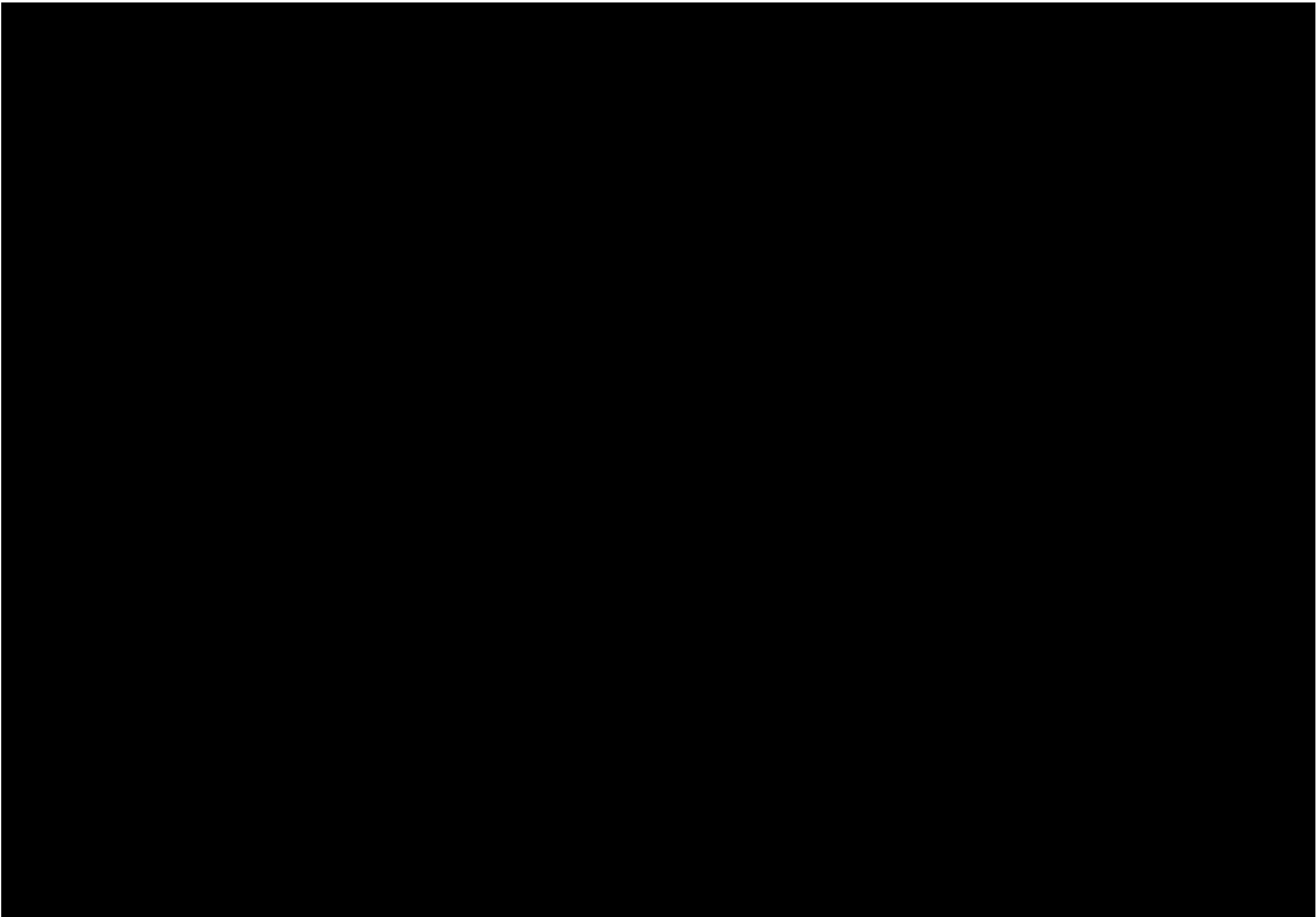






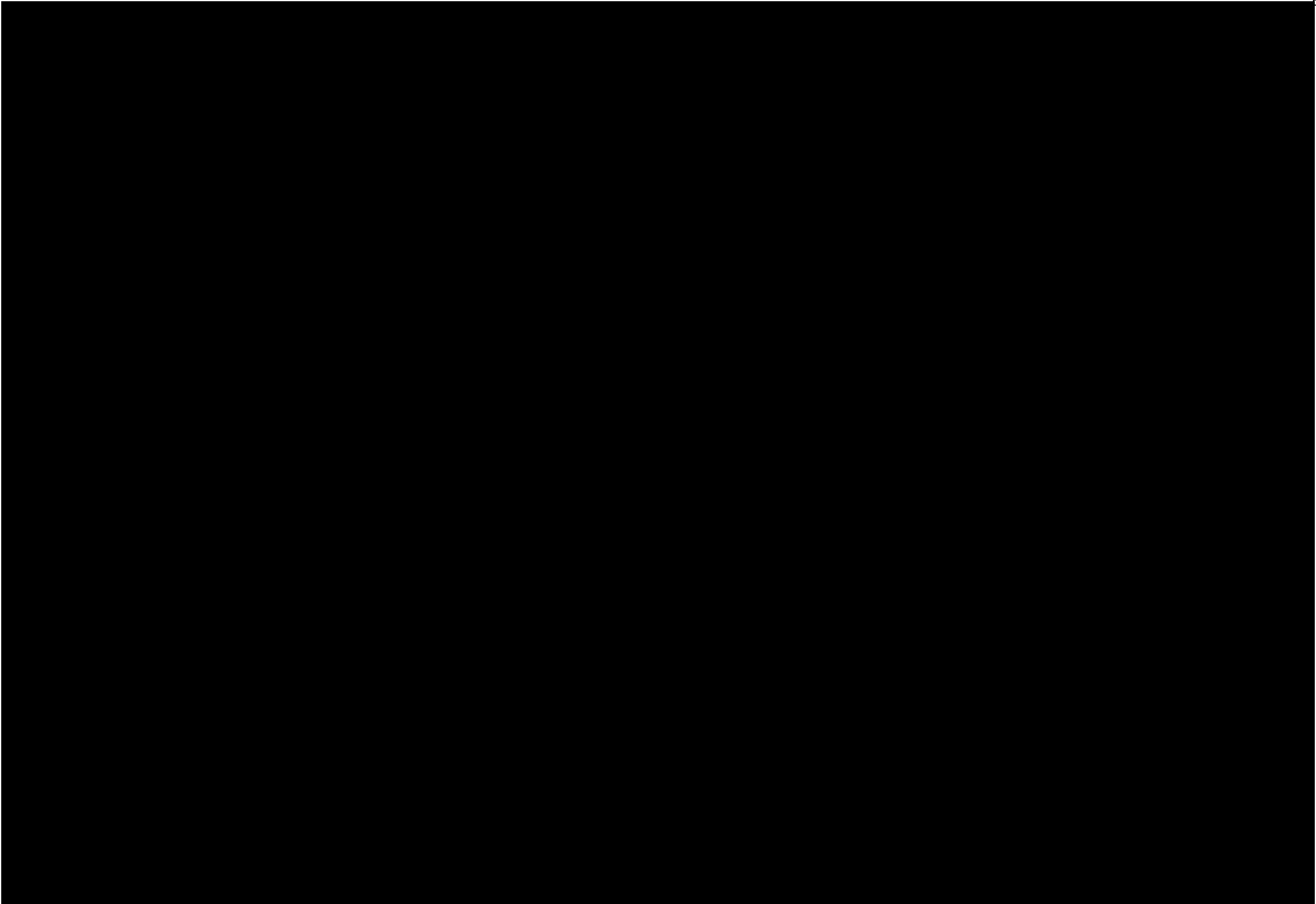






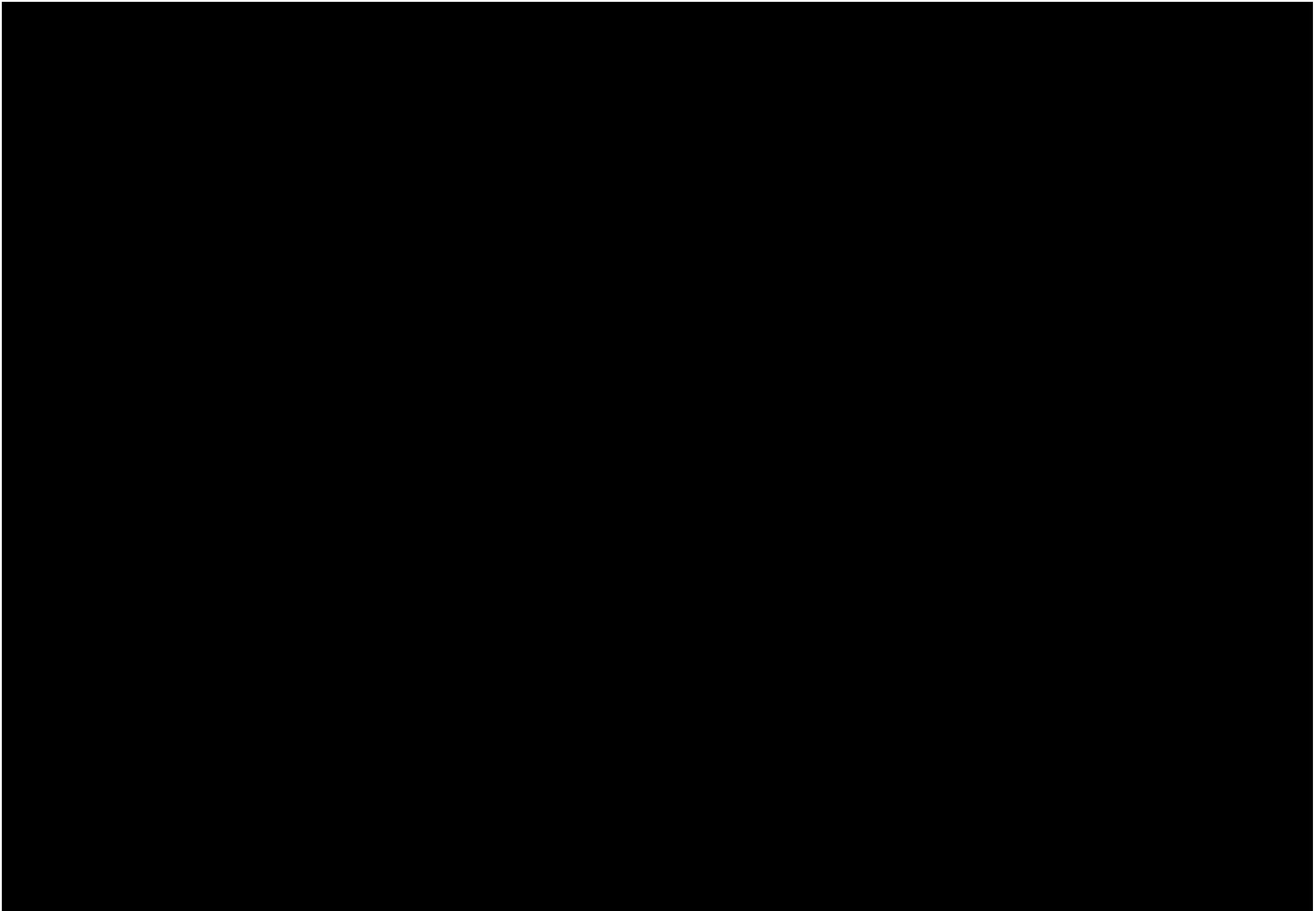




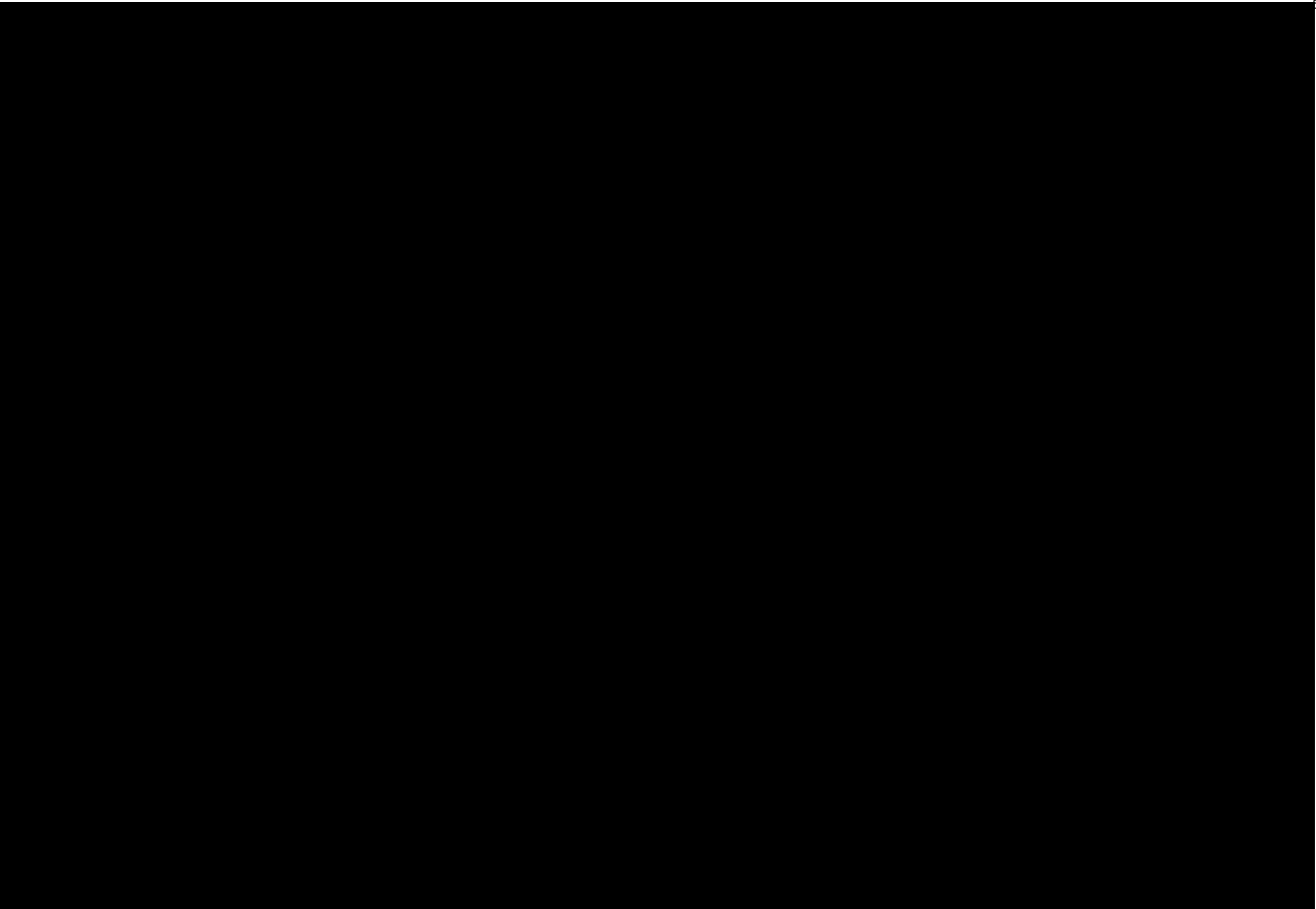


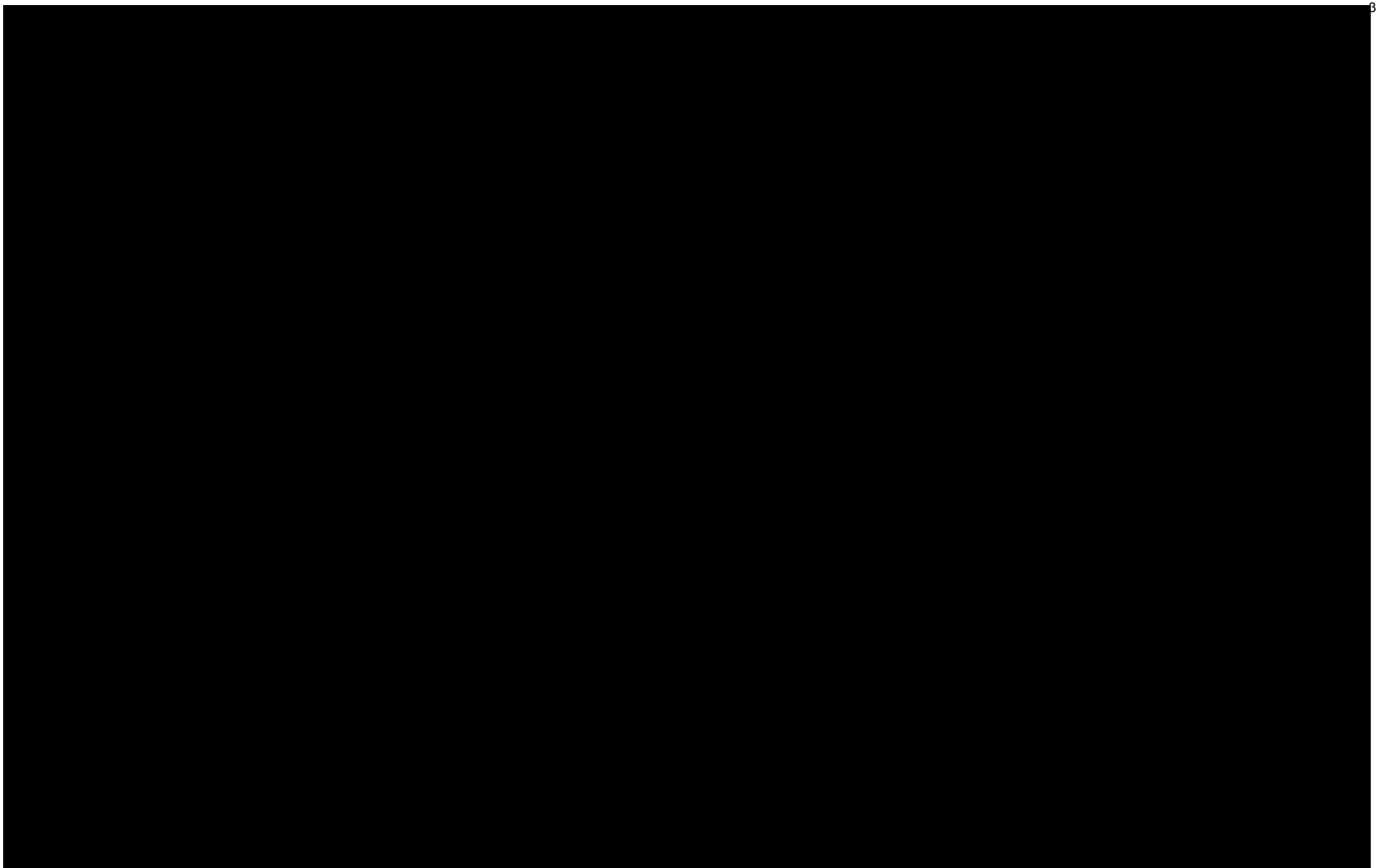




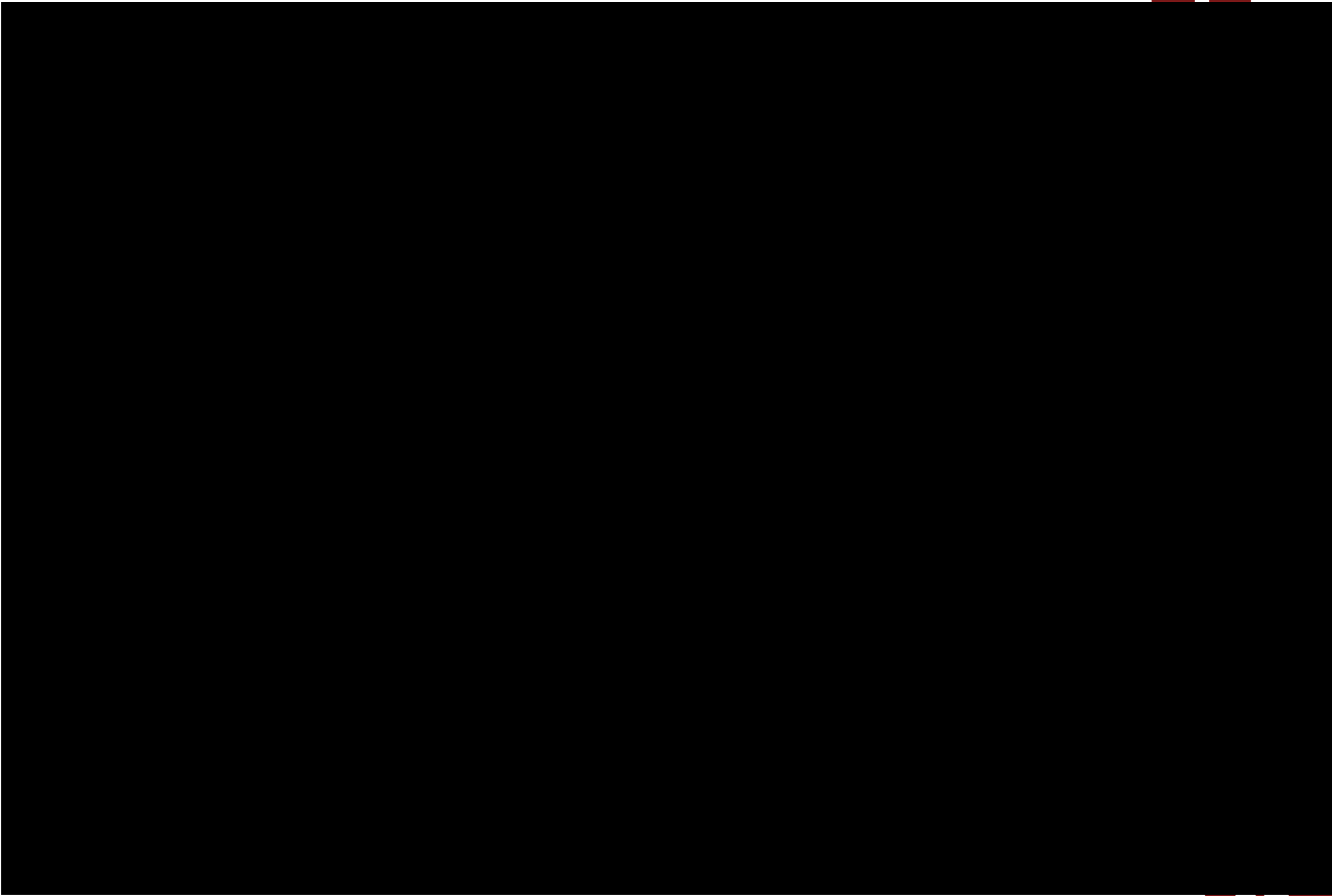












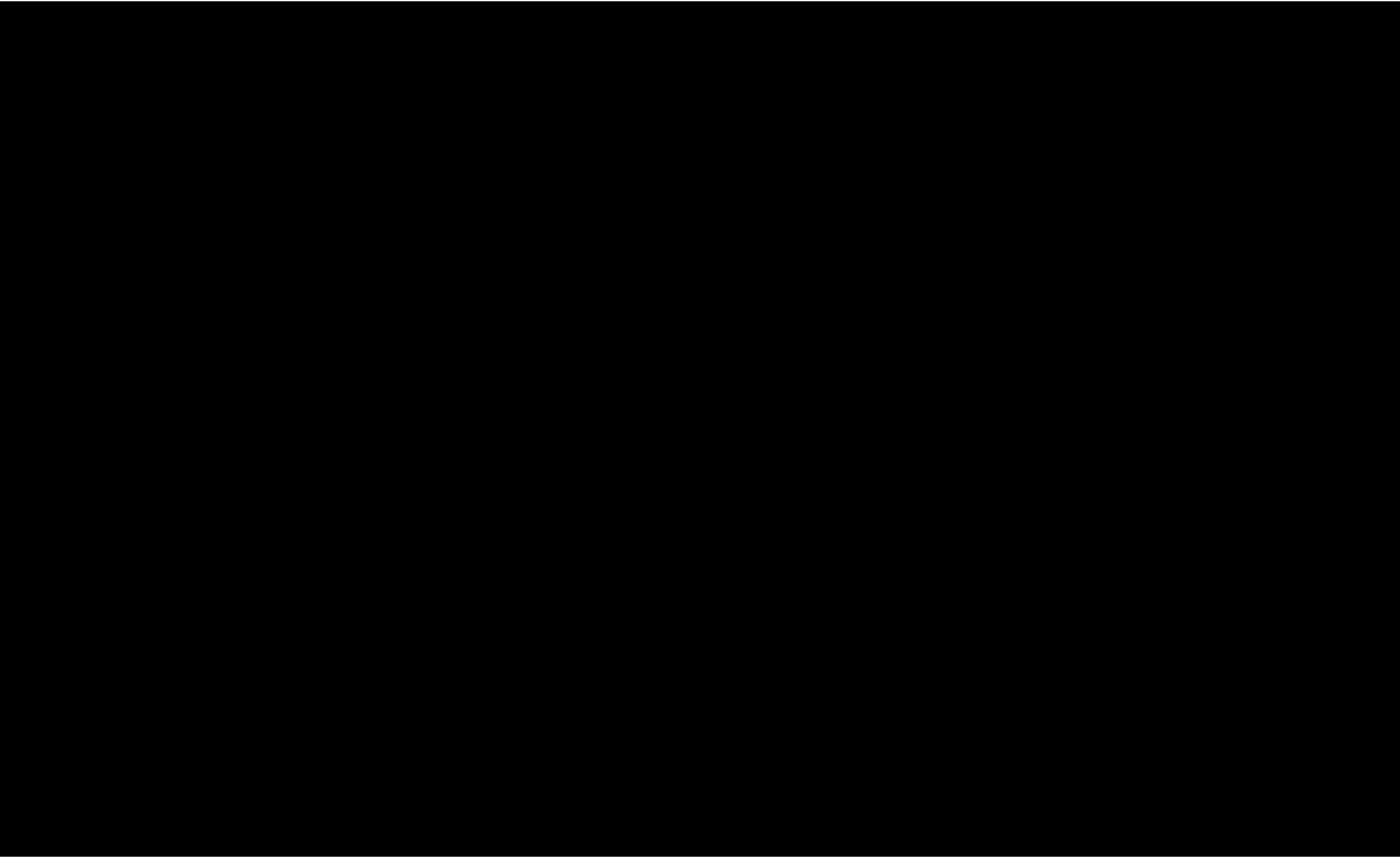








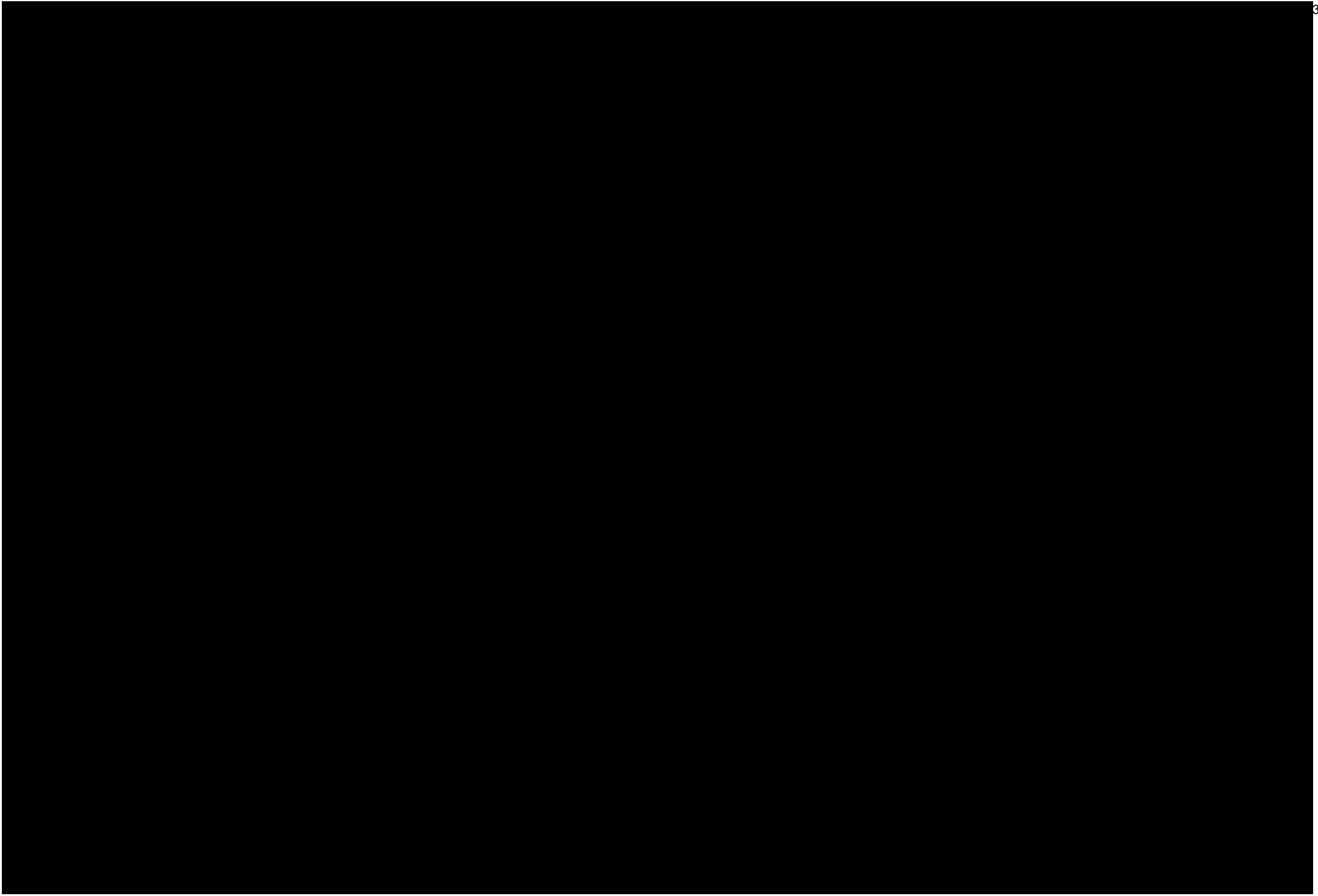




























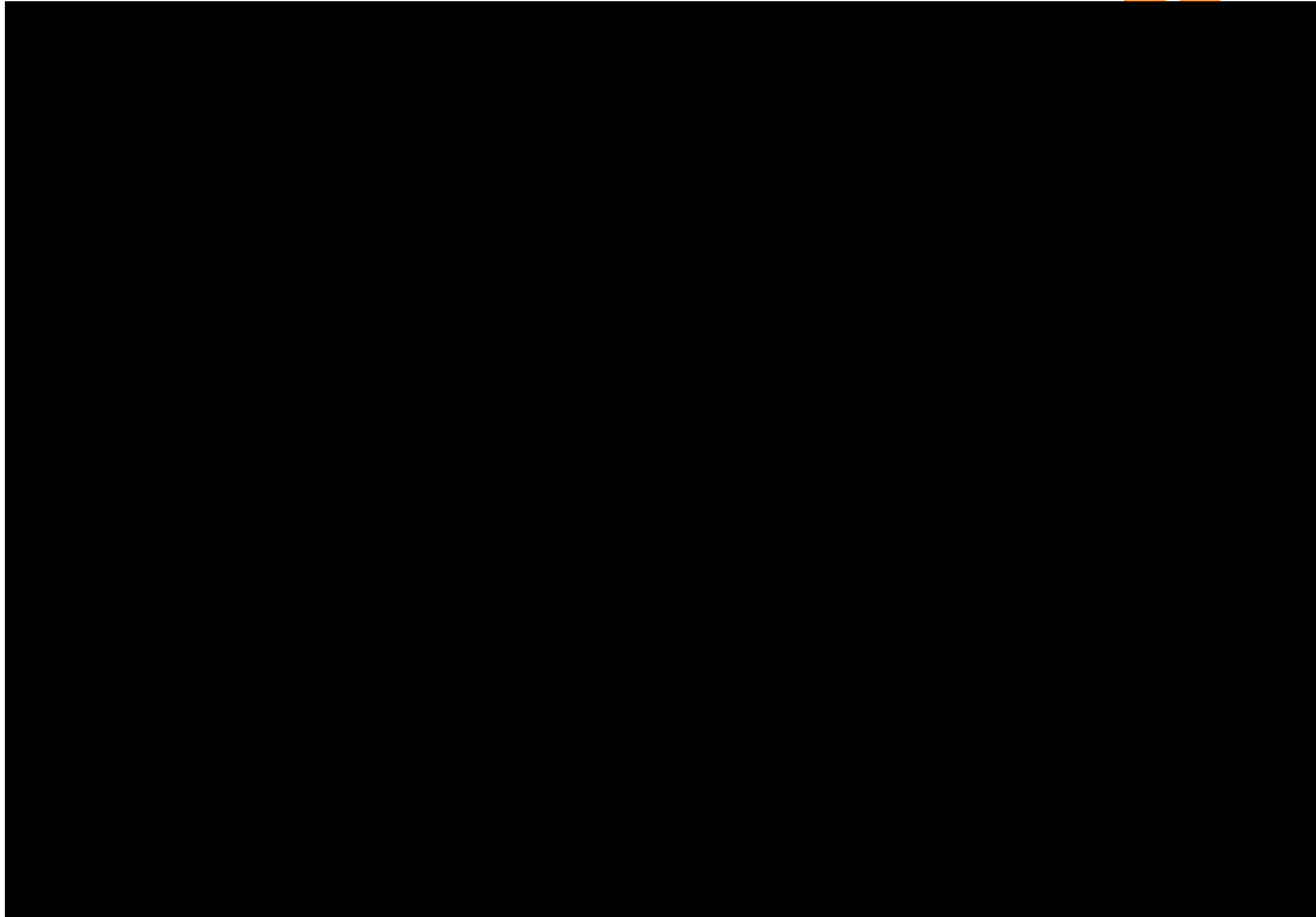


































































































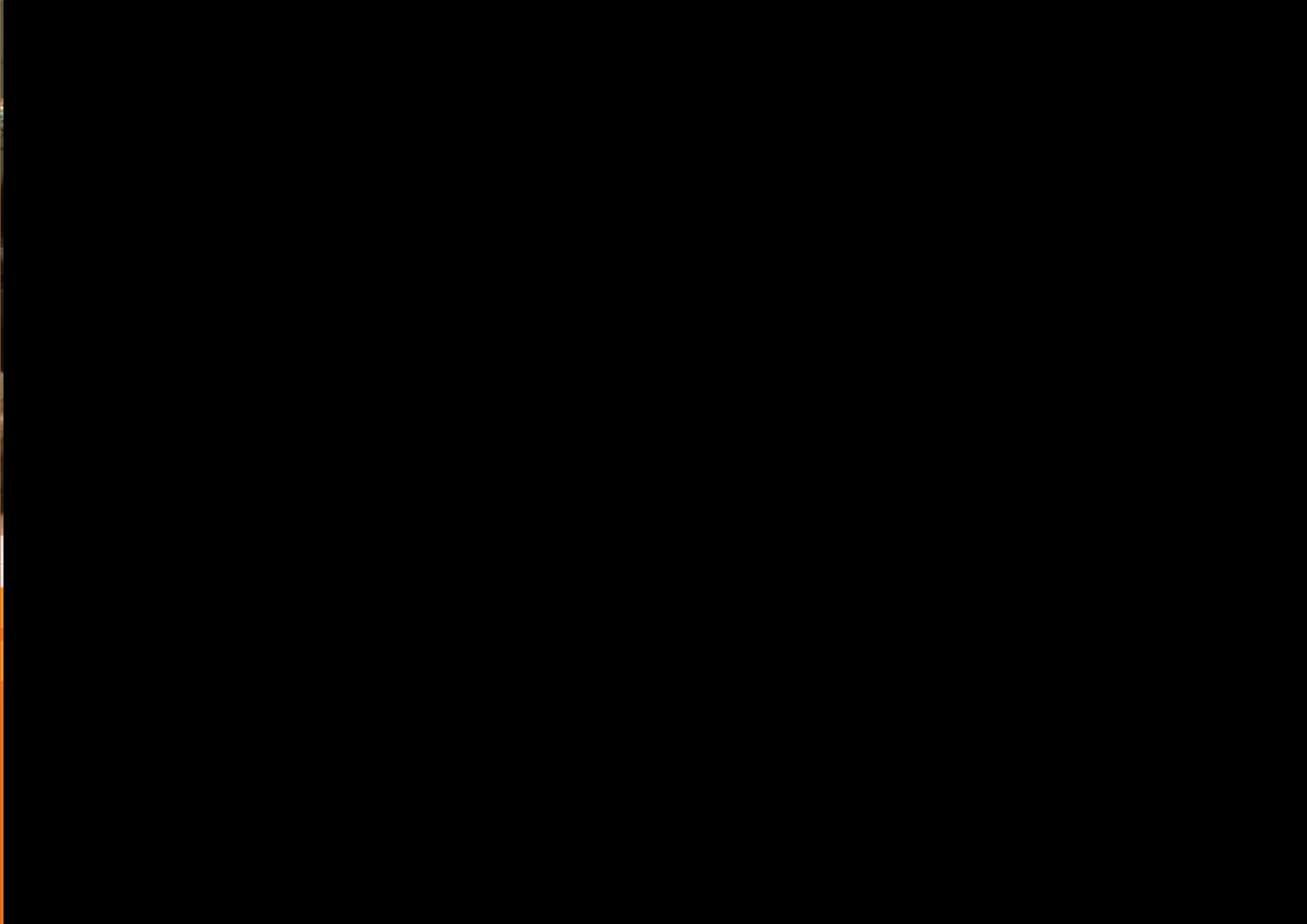


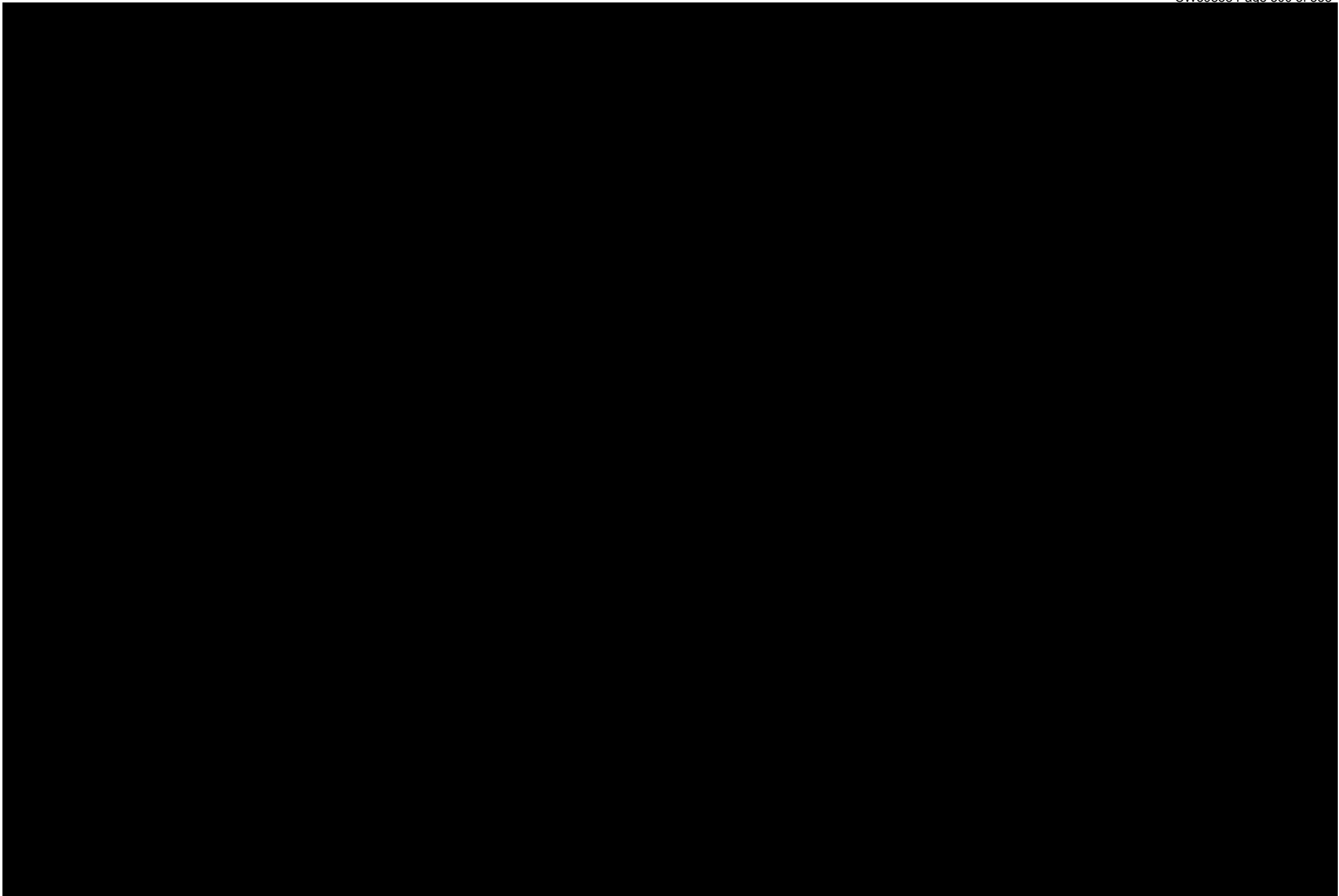












































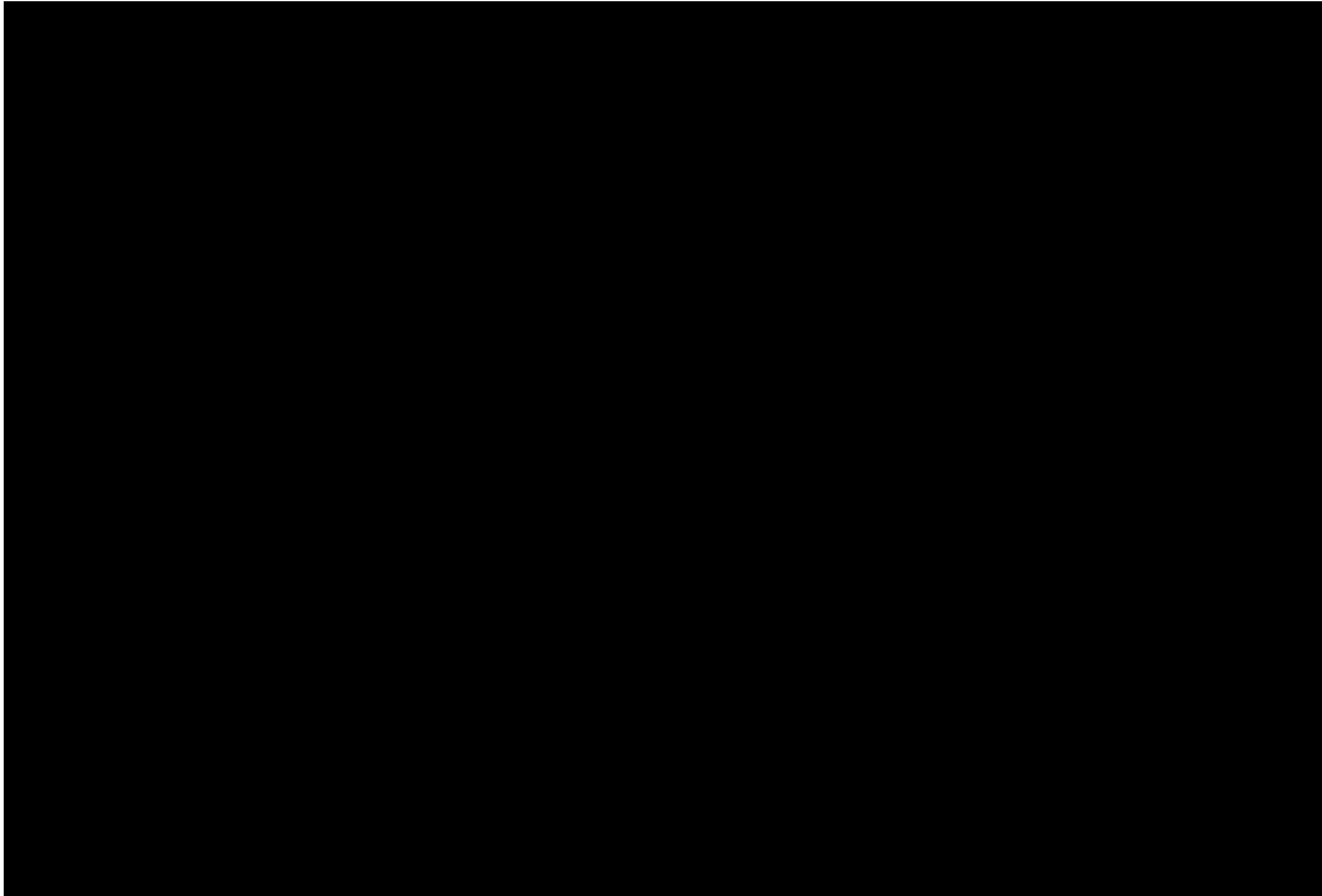




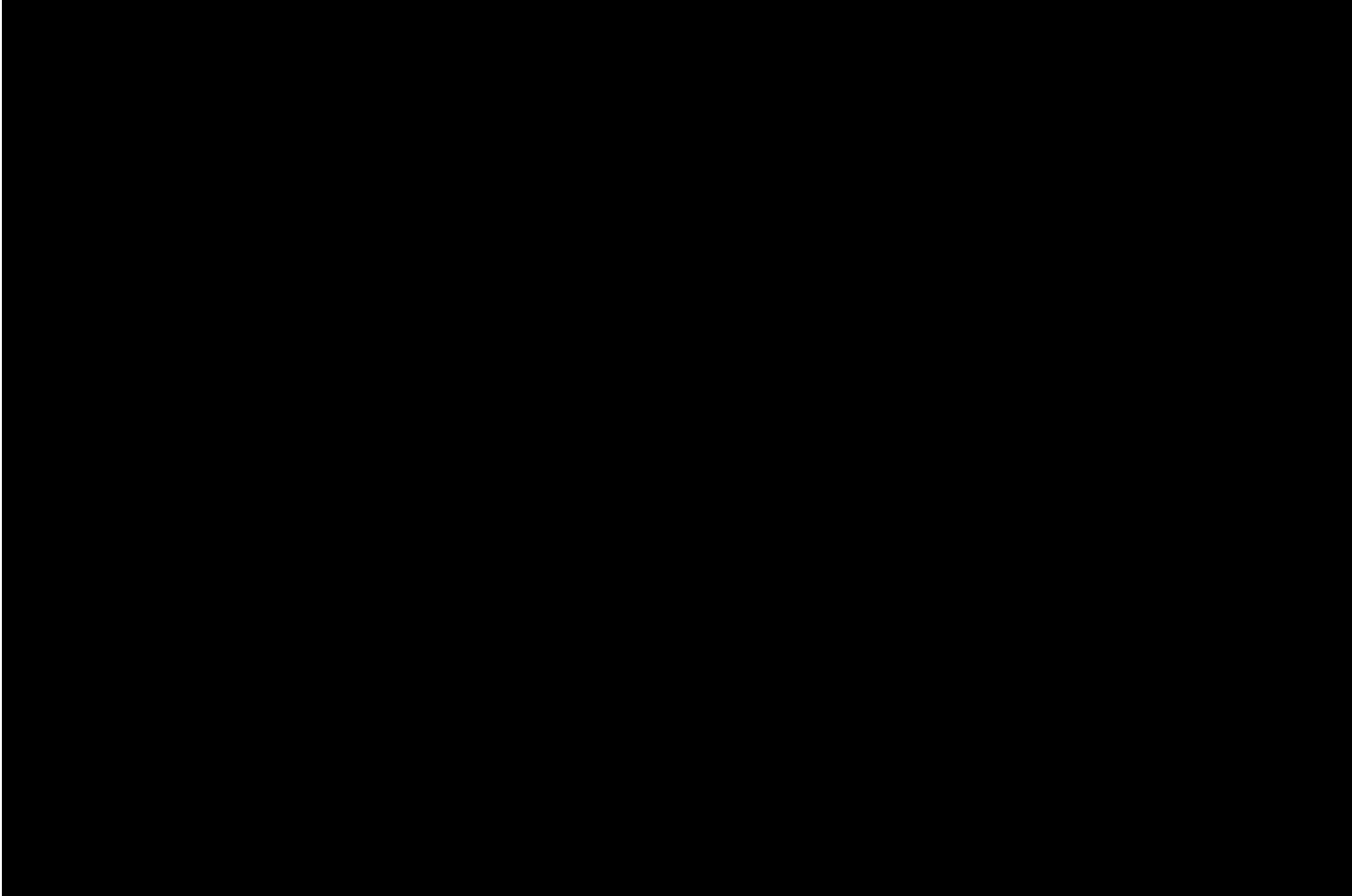
















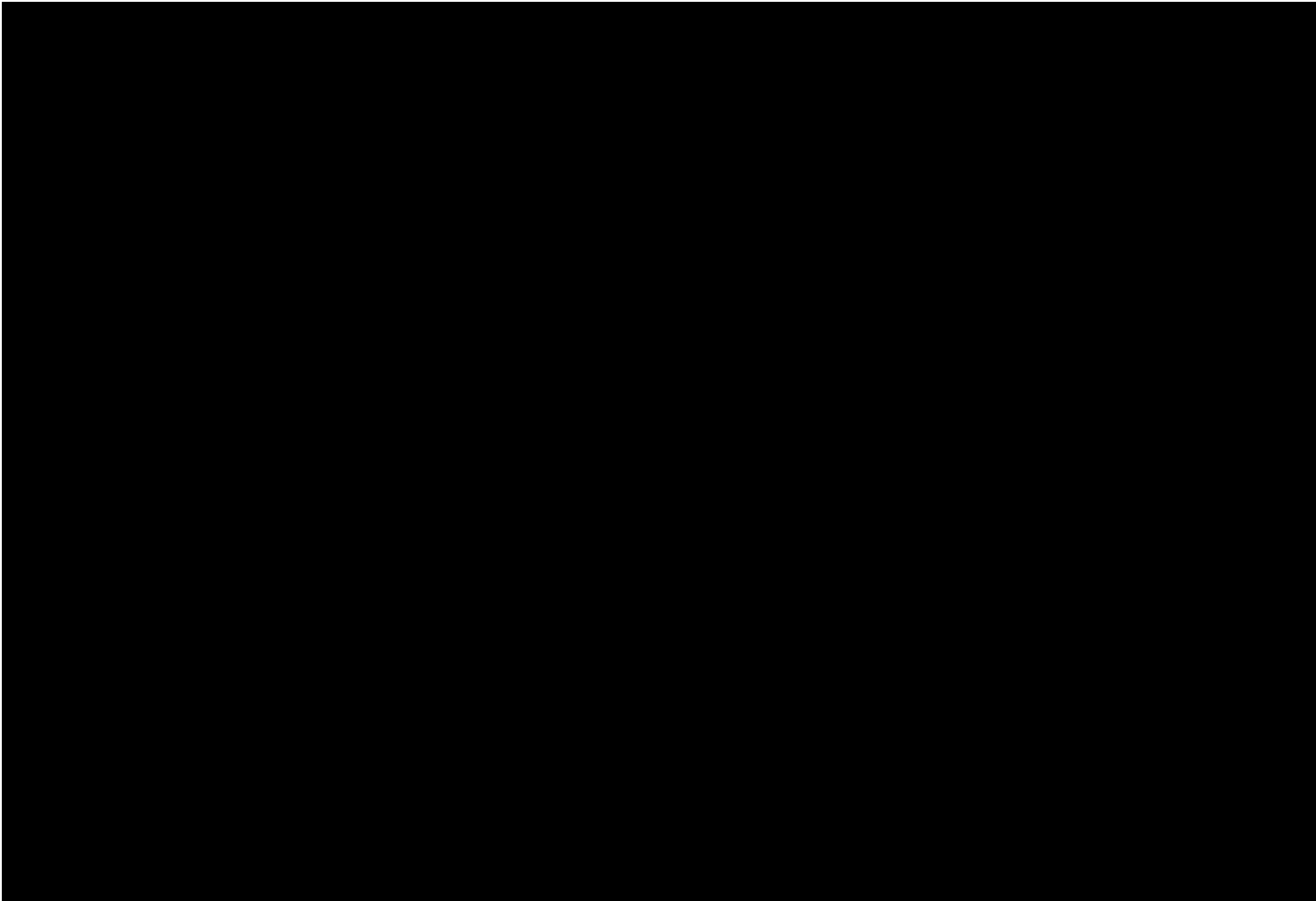














































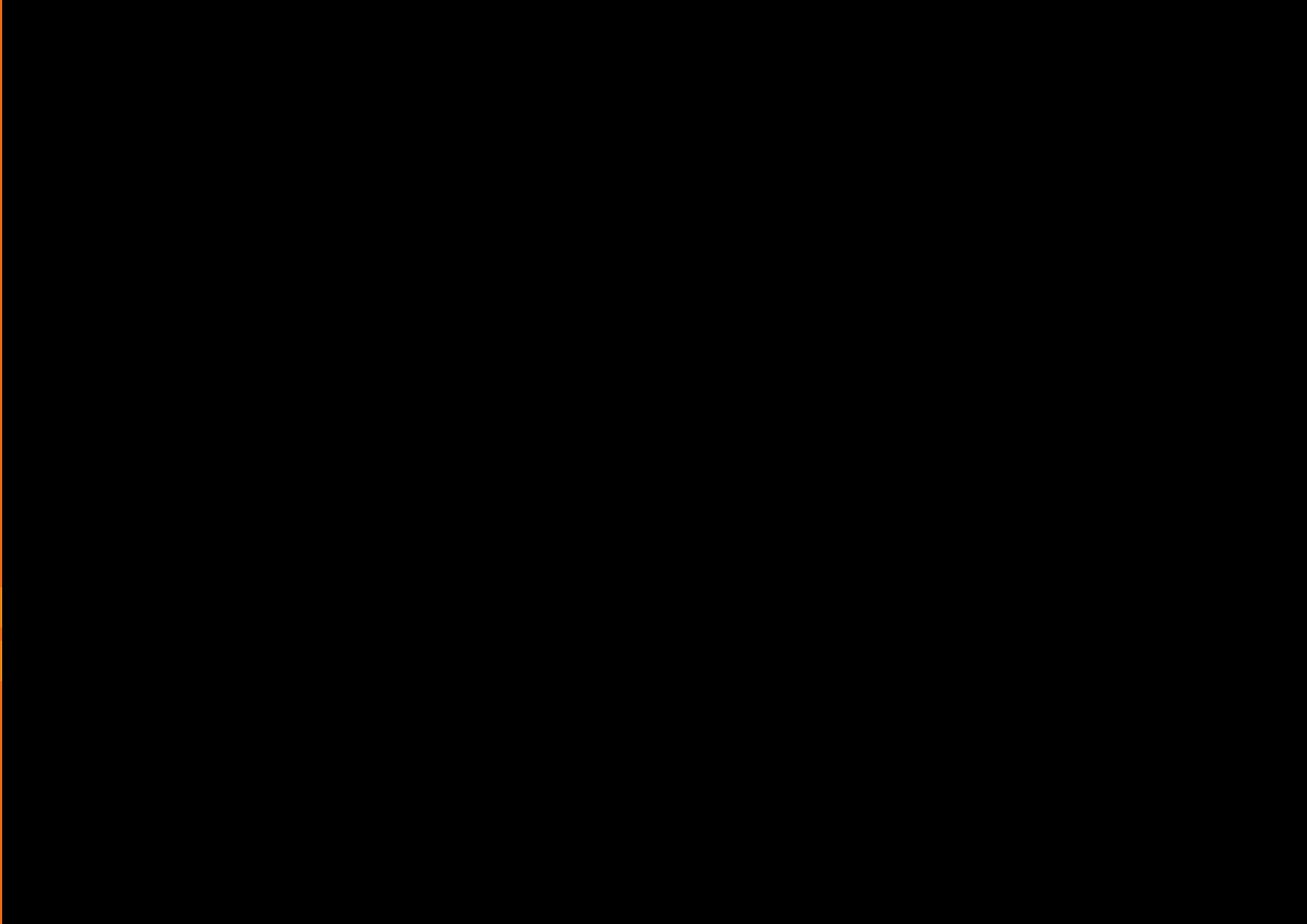


















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**Appendix 10 - Form of Deed Poll in favour of RailCorp**


---

This deed poll ("**Deed Poll**") made the                    day of                    20

**By:**                    **[#insert Supplier] (ABN [#insert ABN])** of [#insert address] (**Supplier**),  
**in favour of:**     **Rail Corporation New South Wales (ABN 59 325 778 353)** a corporation  
constituted by section 4(1) of the Transport Administration Act 1988, of 477 Pitt  
Street, Sydney NSW 2000 (**RailCorp**).

**Recitals**

- A     RailCorp owns the rail network and rail assets in NSW, including [#insert description of location at which the professional services will be supplied] where the [#professional services] are to be undertaken by the Supplier.
- B     Sydney Trains (ABN 38 284 779 682) (**Sydney Trains**) is responsible for the operation of passenger services in Sydney.
- C     Sydney Trains has entered into a Contract with [#insert Supplier] for [#insert description of the professional services] dated [#insert date] (**Contract**).
- D     It is a condition of the Contract that the Supplier executes this Deed Poll.

**This deed witnesses that the Supplier hereby covenants, warrants and agrees** with and for the benefit of RailCorp as follows:

1.     It will comply with its obligations under the Contract.
2.     Upon completion of the Services, the Services will satisfy the requirements of the Contract.
3.     The aggregate of the Supplier's liability to RailCorp under this Deed Poll and the Supplier's liability to Sydney Trains under the Contract:
  - (a)     will not exceed the liability which the Supplier would have had under the Contract if the Contract had named, in place of Sydney Trains, RailCorp and Sydney Trains jointly and severally; and
  - (b)     is subject to the same limitations of liability, and qualifications on such limitations of liability, as are specified in the Contract.
4.     Any provision of this Deed Poll which seeks to limit or exclude a liability of the Supplier is to be construed as doing so only to the extent permitted by law.
5.     RailCorp may assign or charge the benefits and rights accrued under this Deed Poll.
6.     This Deed Poll is governed by the laws of the State of New South Wales.
7.     This Deed Poll may not be revoked or otherwise modified without the prior written consent of RailCorp.
8.     Where terms used in this Deed Poll are defined in the Contract, those terms have the meaning given to them in the Contract.

Form of Deed Poll in favour of RailCorp

---

**Executed** as a deed poll.

**Executed** by [#insert Supplier name] ABN  
[#insert ABN] by or in the presence of:

---

Signature of Director

---

Signature of Secretary/other Director

---

Name of Director in full

---

Name of Secretary/other Director in full

|                   |   |                                 |   |
|-------------------|---|---------------------------------|---|
| Contract Title    | Standing Offer Deed for Professional Services - Workshop Facilitation and Consulting Support Services |                                 |   |
| Contract Number:  | CW46824 (formerly CW39858)  | Supplier Name:                  | PricewaterhouseCoopers (ABN 52 780 433 757) |
| Contract Manager: | [Redacted]  | Effective Date of the Variation | 8 July 2015                                 |
| Variation No.:    | 1   |                                 |   |

(1) This Variation to Contract confirms our agreement to make the following variations to the Contract:

Appendix 9.2 (Schedule of Fees for Consultants) to Schedule 2 (Terms of Professional Services Agreement) of the Standing Offer Deed for Professional Services CW46824 (formerly CW39858) is varied by inserting the following additional table of rates immediately following the existing table of rates in Appendix 9.2:

| Area of Expertise         | Resource Level/Role   | Name   | Daily Rate* (Ex-GST) |
|---------------------------|---|--|----------------------|
| Project Delivery Services | PMO Lead - (PDs - Level 4)  | Aline Chaves                                     | [Redacted]           |
|                           | Business Analyst / Change Analyst (6-8 years' experience) - (PDs - Level 6) | Fria Rodriguez, Raghav Khanna, Soumajit Banerjee | [Redacted]           |
|                           | Business Analyst / Change Analyst (3-5 years' experience) - (PDs - Level 7) | Alissa Leahy                                     | [Redacted]           |
|                           | Project Officer - (PDs - Level 8)   | Ajit Passala                                     | [Redacted]           |



(2) Contract Status

| Expiration Date | Initial     | Current (after all previous variations) | Final (after this variation) |
|-----------------|-------------|---|------------------------------|
|                 | 3 June 2017 | 3 June 2017                             | 3 June 2017                  |

(3) Contract Clauses, Terms or Conditions.

All other terms and conditions of the Contract shall remain unchanged.

Please acknowledge your agreement to the above Variation by signing below and return the signed form to Sydney Trains marked for the attention of the Contract Manager:

| For Supplier (Authorised Delegate) |   | For Sydney Trains (SP delegate) |   |
|------------------------------------|---|---------------------------------|---|
| Signature                          |  | Signature                       |  |
| Name                               | Adam Lai  | Name                            | Mike Blanchard  |
| Title                              | Partner   | Title                           | General Manager, Strategic Procurement  |
| Date                               | 16/8/15   | Date                            | 27/8/15   |